

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 through Multi-Tiered Systems of Support (MTSS)
2. CJUSD students will be College and Career ready through Multi-Tiered Systems of Support (MTSS) Actions/Services
3. CJUSD students and families will be engaged and informed regarding the educational process and opportunities through Multi-Tiered Systems of Support (MTSS)

BOARD OF TRUSTEES REGULAR MEETING

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

Teleconference: Trustee Jeremy Hunt will be participating from 3661 Ponderosa Road - Administration Office, Shingle Springs, CA 95682

Wednesday, August 15, 2018 - 6:00 p.m.

STATUS

- | | |
|---|-------------|
| I. CALL TO ORDER & ROLL CALL - 5:30 p.m. | |
| II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION | |
| 1. Conference with Labor Negotiators, (David Grimes), Re: CSEA and CUTA (G.C. §54957.6) | |
| III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION | |
| IV. CLOSED SESSION - 5:30 p.m. | |
| V. OPEN SESSION - CALL TO ORDER - 6:00 p.m. | |
| VI. FLAG SALUTE | |
| VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION | Info/Action |
| VIII. ADOPTION OF AGENDA | Action |

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.

	IX. STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each)	Info
	1. Center High School - Maximus Gomez 2. McClellan High School -	
	X. ORGANIZATION REPORTS (3 minutes each)	Info
	1. CUTA - Venessa Mason, President 2. CSEA - Marie Huggins, President	
Facilities & Op.	XI. COMMITTEE UPDATES (8 minutes each)	Info
	1. Facilities Update - Craig Deason	
Curr & Instr	XII. REPORTS/PRESENTATIONS (8 minutes each)	Info
	1. Williams Uniform Complaint Quarterly Reporting - Mike Jordan	
	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 June 6, 2018 Special Meeting	
↓	2. Approve Adoption of Minutes from June 13, 2018 Regular Meeting	
↓	3. Approve 2018-2019 Extension of Current Agreement for Legal Services - Lozano Smith, Attorneys at Law	
↓	4. Approve Resolution #3/2018-19: Resolution On Board Compensation For Missed Meeting	
↓	5. Approve Resolution #4/2018-19: Resolution Adopting a Conflict of Interest Code	
Personnel	6. Approve Classified Personnel Transactions	
↓	7. Approve Certificated Personnel Transactions	
↓	8. Approve Resolution #1/2018-19: Request for Teacher Authorization to Teach Industrial and Technology Education	
↓	9. Approve Resolution #2/2018-19: Authorization to Teach English Electives	
↓	10. Approve Revisions to CSEA Contract Language:	
	Article XIX, Section C	
	Article XXIX, Noon Duties	
↓	11. Approve Memorandum of Understanding between the District and CSEA Regarding Clarifying Language to Article XXVIII - Reclassification, and a One-Year Pilot Program to Review Classified Job Descriptions	
↓	12. Approve Update of Dates for Article XXV - Duration and Reopeners	
Special Ed	13. Ratify 2017/2018 Individual Service Agreements:	
	2017/18-214 Capitol Autism Svcs	
	2017/18-215-216 CCHAT Center	
	2017/18-217-219 M. McCarty	
	2017/18-220 Aldar Academy	
	2017/18-221 Capitol Academy	
↓	14. Ratify Professional Service Agreement: Meladee McCarty	
Student Services	15. Approve Center JUSD Employees Certified for Expulsion Hearings for 2018/2019 SY	
↓	16. Approve Contract with Communities Matters	

Curr & Instr	17.	Approve Memorandum of Understanding between Sacramento County Office of Education (SCOE) and Center Joint Unified School District for Operation of the Community School Program
↓	18.	Approve Memorandum of Understanding between Sacramento County Office of Education (SCOE) and Center Joint Unified School District for Operation of the CARE Program at Wilson Riles Middle School
↓	19.	Approve Memorandum of Understanding between Sacramento County Office of Education (SCOE) and Center Joint Unified School District for Operation of the CARE Program at Center High School
↓	20.	Ratify Memorandum of Understanding (MOU) #18-D-CJ between Sacramento County Office of Education (SCOE) and Center Joint Unified School District (RE: CAERC)
↓	21.	Approve Placer County Office of Education (PCOE) Agreement for Consulting Services - Positive Behavioral Interventions and Supports
↓	22.	Approve Professional Services Agreement: Document Tracking Services
↓	23.	Approve Professional Services Agreement: Carmazzi Global Solutions
↓	24.	Approve Professional Services Agreement: Eaton Interpreting Services, Inc.
↓	25.	Approve 2018-19 Consolidated Application
↓	26.	Approve 2017-18 Title III ESSA Transition Plan
↓	27.	Approve Professional Services Agreement: Jennifer Casellini
↓	28.	Approve Professional Services Agreement: Laura Birge-Barone
↓	29.	Approve 2018-19 Single Plan for Student Achievement - Oak Hill
↓	30.	Approve 2018-19 Title I All-School Plan - Oak Hill
Facilities & Op.	31.	Ratify Memorandum of Understanding - Antelope American Youth Soccer Organization
↓	32.	Ratify Amendment #1 to Contract with Nacht & Lewis, Inc. for the Center High School Financial Hardship Modernization Project
↓	33.	Ratify Amendment #1 to Contract with Nacht & Lewis, Inc. for the Center High School Campus Entry Upgrade Project
↓	34.	Ratify Notice of Completion - Nor-Cal Asphalt Paving & Maintenance Inc. - Repair, Seal and Re-Stripe Playground - Dudley Elementary School
↓	35.	Ratify Contract with Nor-Cal Asphalt Paving & Maintenance, Inc. for the Dudley Playground Paving Repair Project
↓	36.	Ratify Notice of Completion - Miller Mechanical - Replace HVAC Units at North County and Oak Hill Elementary Schools on Multipurpose Rooms
↓	37.	Ratify Contractor Change Order #1 to the Contract By and Between Biondi Paving, Inc. and Center Joint Unified School District
↓	38.	Approve the Ninth Amendment to the Agreement for the Purchase and Sale of Real Property and Escrow Instructions and Grant Deed
↓	39.	Approve Contractor Change Order #1 to the Contract By and Between Miller Mechanical and Center Joint Unified School District for the Energy Service Design Build Contractor for Proposition 39 Funded Energy Efficiency and Conservation HVAC Projects
↓	40.	Approve Contract with Nor-Cal Asphalt Paving & Maintenance, Inc. for the Parking Lot at McClellan High School
↓	41.	Approve Notice of Completion - Rua & Son Mechanical - CDC Roof Replacement - North County
↓	42.	Approve Professional Services Agreement: Renee M. Plummer
↓	43.	Approve Professional Services Agreement: Carolyn M. Delgado
↓	44.	Approve Professional Services Agreement: Barbara A. Hicks
↓	45.	Approve Payroll Orders: July 2017 - June 2018
↓	46.	Approve Payroll Orders: July 2018
↓	47.	Approve Supplemental Agenda (Vendor Warrants): June 2018
↓	48.	Approve Supplemental Agenda (Vendor Warrants): July 2018

XVI. BUSINESS ITEMS

- | | | |
|------------|--|-------------|
| Business | A. <u>Budget Update For Fiscal Year 2018/19</u> | Information |
| | This is an update to the Board's adoption of the 2018/19 Budget as a result of the State's final budget adoption. | |
| Governance | B. <u>Nominations for CSBA Directors-at-Large Asian/Pacific Islander and Hispanic</u> | Action |
| | Nominations for CSBA Director-at-Large, Asian/Pacific Islander and Hispanic, are currently being accepted until Friday, September 28, 2019. Nominations must be made by a CSBA member board and the nominee must be a board member from a CSBA member district. | |
| ↓ | C. <u>First Reading: Board Policies/Regulations/Exhibits</u> | Action |
| | BP 1020 - Youth Services
(BP deleted)
Policy deleted and key concepts moved to BP 1400 - Relations Between Other Governmental Agencies and the Schools. | |
| | BP/AR 1330 - Use of School Facilities
(BP/AR revised)
Policy updated to reflect the board's authority to provide the use of school facilities free of charge to recreational youth sports leagues that charge participants no more than an average of \$60 per month. Policy also adds new section on the use of school facilities as a polling place, formerly in BP 1400 - Relations Between Other Governmental Agencies and the Schools. Regulation updated to more directly reflect law addressing the board's authority to approve serving alcohol during a special event at district-owned facilities at a time when students are not present. | |
| | BP 1400 - Relations Between Other Governmental Agencies and the Schools
(BP revised)
Policy revised to delete material regarding the use of school facilities as a polling place, now addressed in BP 1330 - Use of School Facilities. Policy adds material on collaboration with local government agencies, formerly in BP 1020 - Youth Services. | |
| | BP 2210 - Administrative Discretion Regarding Board Policy
(BP revised)
Policy updated to add the board's expectation that the superintendent or designee will be nondiscriminatory and demonstrate a commitment to equity whenever he/she is exercising administrative authority to address a situation that is either not covered in written policies or that requires immediate action to avoid risk to student and staff safety, protect district property, or prevent disruption of school operations. Policy clarifies the superintendent's accountability for all areas of operation under his/her authority and provides that the superintendent or designee will notify the board, as appropriate, of his/her actions exercised pursuant to this policy. | |
| | BP/AR 3320 - Claims and Actions Against the District
(BP/AR revised)
Policy and regulation updated to clarify the applicability of the Government Claims Act to certain claims for money or damages against the district, and to reflect NEW COURT DECISION (Big Oak Flat-Groveland Unified School District v. Superior Court of Tuolumne Court) which upheld the district's right to require that a claim be submitted using district procedures before a lawsuit may be filed. Regulation also updated to expand section on "Time Limitations." | |

First Reading: Board Policies/Regulations/Exhibits (continued)

BP 4140/4240/4340 - Bargaining Units

(BP revised)

Policy updated to reflect **NEW COURT DECISION** (*Janus v. AFSCME*) which held that public employees cannot be compelled to pay mandatory "fair share service fees" to an employee organization. Policy also reflects **NEW LAW** (SB 866, 2018) which prohibits districts from deterring or discouraging employees or job applicants from becoming or remaining members of an employee organization and prohibits sharing the date, time, and place of new employee orientations with anyone other than employees, the exclusive representative, or a vendor contracted to provide a service for the orientation. Policy deletes material regarding the employee organization's provision of a financial report, which is required by law to be submitted to the Public Employment Relations Board rather than the district board.

BP/AR 4161.3 - Professional Leaves

(BP added)

Policy reorganized for clarity, revised to more directly reflect law, and expanded to add board philosophical statement and an exception in law allowing a professional leave under an approved national recognized fellowship or foundation to be included in computing the service requirement for a subsequent leave.

BP/AR 4261.3 - Professional Leaves

(BP added; AR deleted)

Regulation deleted and moved to new policy since the responsibility for granting professional leaves rests with the board pursuant to law. Policy reorganized for clarity, revised to more directly reflect law, and expanded to add board philosophical statement.

BP/AR 5112.5 - Open/Closed Campus

(BP added)

Policy added to clarify options for open campus and add optional language regarding district criteria for student eligibility for open campus privileges. Policy also includes the requirement for written parental notification of the open campus policy and clarifies that a student's unauthorized absence from school constitutes an unexcused absence but is not classified as truancy unless it meets the legal definition of truancy based on the number of absences during the school year.

AR 5141.32 - Health Screening for School Entry

(AR revised)

Regulation updated to reflect **NEW LAW** (SB 379, 2017) which changes the date by which the district must report oral health assessment data to the county office of education and/or state dental director and requires the certification form developed by the California Department of Education (CDE) to include parental rights related to oral health assessments offered at school sites. Regulation also deletes the requirement to notify parents/guardians of the telephone number for the Healthy Families program, which is no longer operational.

BP/AR 6174 - Education for English Learners

(BP/AR revised)

Policy and regulation updated to reflect **NEW STATE REGULATIONS** (Register 2018, No. 20) governing the implementation of Proposition 58 requirements pertaining to language acquisition programs, and to delete references to the former state assessment of English proficiency. Policy also adds concepts recommended in **NEW CDE PUBLICATION** (*The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners*). Regulation adds definitions of designated and integrated English language development, renumbers cites to state regulations related to testing accommodations pursuant to **NEW STATE REGULATIONS** (Register 2018, No. 4), and reflects **NEW LAW** (AB 81, 2017) which requires specified information related to "long-term English learners" or "students at risk of becoming a long-term English learner" to be included in the Title I or Title III parental notification of a student's assessment of English proficiency.

First Reading: Board Policies/Regulations/Exhibits (continued)

BB 9310 - Board Policies

(BB revised)

Bylaw updated to address alignment of board policies with the district's vision, goals, and local control and accountability plan and add the concept of proactively addressing equity and equal access in board policies. Material rearranged to emphasize that policies are not operative if in conflict with applicable federal or state law or regulations or court decisions.

- | | | |
|---------------|---|--------|
| XVII. | ADVANCE PLANNING | Info |
| | <i>a. Future Meeting Dates:</i> | |
| | <i>i. Regular Meeting: Wednesday, September 19, 2018 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747</i> | |
| | <i>b. Suggested Agenda Items:</i> | |
| XVIII. | CONTINUATION OF CLOSED SESSION (Item IV) | Action |
| XIX. | 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: Curriculum Dept.

Date: August 15, 2018

To: Board of Trustees

Action Item

Information Item X

Attached Pages 1

From: Michael Jordan
Director of Curriculum & Special Education
Initials: MJ

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

CENTER JOINT UNIFIED SCHOOL DISTRICT
SUMMARY OF WILLIAMS UCP COMPLAINTS-

April – June 2018

Areas of Complaints	# of Complaints	# Resolved	# Unres olved
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	AGENDA REQUEST FOR:
To: Board of Trustees	Action Item _____ X _____
Date: August 15, 2018	Information Item _____
From: Scott A. Loehr, Superintendent	# Attached Pages _____
Principal's Initials: _____	

CONSENT AGENDA

SUBJECT: Adoption of Minutes

The minutes from the following meeting are being presented:

June 6, 2018 Special Meeting

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

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES SPECIAL MEETING

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

Wednesday, June 6, 2018

MINUTES

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

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

Trustees Absent: Mrs. Pope

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)

PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION - None

CLOSED SESSION - 5:30 p.m.

OPEN SESSION - CALL TO ORDER - 5:57 p.m.

FLAG SALUTE – led by Scott Loehr

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION – There was no action taken.

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

Motion: Hunt
Second: Wilson

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

COMMENTS FROM THE AUDIENCE REGARDING ITEMS ON THE AGENDA – None

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

– The purpose of this meeting was to set aside time to provide information to the public and to receive public comment and input on the district's LCAP and spending plans for the upcoming year. The hearing was opened at 6:00 p.m. and closed at 6:21 p.m. Any comments are listed below.

Mr. Loehr noted that with the lack of Public Comment we must have done a good job sharing it with everyone. Lisa Coronado presented a report regarding the preliminary budget. She did note that our ADA is still dropping down significantly, which is a concern. We still project growth in 19/20 SY.

Mrs. Coronado shared information on one-time monies. Mr. Loehr thanked Tami J'Beily, Lisa Coronado, and Mike Jordan for their work on the LCAP, and Lisa for her work on the proposed Budget.

It was announced that Delrae Pope is out for a family emergency and Kelly Kelley is not feeling well, but may come in late.

BUSINESS ITEMS

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

Replace	BP	0410	Nondiscrimination in District Programs and Activities
Replace	E	0420.41	Charter School Oversight
Replace	BP/AR	1312.3	Uniform Complaint Procedures
Replace	AR	3230	Federal Grant Funds
Replace	BP/AR	3514	Environmental Safety
Replace	BP	3514.1	Hazardous Substances
Replace	AR	3514.2	Integrated Pest Management
Replace	BP/AR	3516	Emergencies and Disaster Preparedness Plan
Replace	AR	3541	Transportation Routes and Services
Replace	BP/AR	3551	Food Service Operations/Cafeteria Fund
Replace	BP/AR	3553	Free and Reduced Price Meals
Replace	BP	4111/4211/4311	Recruitment and Selection
Replace	BP/AR	4119.11/4219.11/4319.11	Sexual Harassment
Replace	AR	4161.1/4361.1	Personal Illness/Injury Leave
Replace	AR	4161.8/4261.8/4361.8	Family Care and Medical Leave
Replace	AR	4261.1	Personal Illness/Injury Leave
Replace	BP/AR	5022	Student and Family Privacy Rights
Replace	BP/AR	5030	Student Wellness
Replace	BP/AR	5111	Admission
Replace	BP/AR	5111.1	District Residency
Replace	BP/AR	5125	Student Records
Replace	AR/E	5125.1	Release of Directory Information
Replace	BP	5131.2	Bullying Prevention & Intervention
Add	BP/AR	5145.13	Response to Immigration Enforcement
Replace	BP/AR	5145.3	Nondiscrimination/Harassment
Replace	BP/E	5145.6	Parental Notifications
Delete	BP	6161.3	Toxic Art Supplies
Replace	BP	6162.5	Student Assessment
Replace	BP/AR	6171	Title I Programs

There was a motion to bring these policies to the floor as a group.

Motion: Wilson

Second: Hunt

Trustee Wilson noted that these changes are a political exercise that won't go over well in this area. He asked that the following be noted for the above listed policy changes: "We are required by the state to do this. We are not taking a position on it. We are doing it strictly because of the grandstanding of the state and we don't have a choice in the matter." Mr. Loehr noted that there is nothing in these policies that we don't already do. It does not change our practice.

Trustee Kelley arrived at 6:26 p.m.

There was a motion to approve with the above stated disclaimer.

Motion: Hunt
Second: Wilson

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

ADVANCE PLANNING

- a. *Future Meeting Dates:*
 - i. *Regular Meeting: Wednesday, June 13, 2018 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*
- b. *Suggested Agenda Items:*

ADJOURNMENT – 6:28 p.m.

Motion: Hunt
Second: Wilson

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

Respectfully submitted,

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

Kelly Kelley, Clerk
Board of Trustees

Adoption Date

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office
To: Board of Trustees
Date: August 15, 2018
From: Scott A. Loehr, Superintendent
Principal's Initials: _____

Action Item X
Information Item _____
Attached Pages _____

SUBJECT: Adoption of Minutes

The minutes from the following meeting are being presented:

June 13, 2018 Regular Meeting

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

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES REGULAR MEETING

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

Wednesday, June 13, 2018

MINUTES

Teleconference: Trustee Delrae Pope was to participate from 1014 19th Avenue SW, Minot, ND 58701 but her flight was changed and was not able to call in.

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

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

Trustee Absent: Mrs. Pope

Administrators Present: Scott Loehr, Superintendent
Craig Deason, Assist. Supt., Operations & Facilities
Lisa Coronado, Director of Fiscal Services
David Grimes, Director of Personnel/Student Services
Mike Jordan, Director of C & I/Special Education

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 - 5:45 p.m.

OPEN SESSION - CALL TO ORDER – 6:06 p.m.

FLAG SALUTE - led by Nancy Anderson

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

1. Public Employee Performance Evaluation (Certificated) - Superintendent (G.C.554957)
It was announced that Superintendent Scott Loehr received a satisfactory evaluation.

3. Student Expulsions/Readmissions (G.C. §54962)
Student Expulsion 17-18.11

Motion: Kelley

Second: Hunt

Ayes: Anderson, Hunt, Kelley

Noes: None

Absent: Pope, Wilson

Student Expulsion 17-18.12

Motion: Kelley

Second: Hunt

Ayes: Anderson, Hunt, Kelley

Noes: None

Absent: Pope, Wilson

Student Expulsion 17-18.13

Motion: Kelley

Second: Hunt

Ayes: Anderson, Hunt, Kelley

Noes: None

Absent: Pope, Wilson

It was announced that both Trustee Wilson and Trustee Pope had emergencies that both came up.

ADOPTION OF AGENDA - There was a motion to approve the adoption of the agenda as amended: pull Consent Agenda Items 4, 6, 10, 11, and 12 for separate consideration.

Motion: Hunt
Second: Kelley

Ayes: Anderson, Hunt, Kelley

Noes: None

Absent: Pope, Wilson

ORGANIZATION REPORTS

1. CUTA - Venessa Mason, President, was not available to report.

2. CSEA - Marie Huggins, President, noted that she is concerned that several of the items just listed to pull were CSEA items. She asked that the Board consider approving the tentative agreements and the renewal of their contract.

COMMITTEE UPDATES

Facilities Update - Craig Deason, Assistant Superintendent of Operations & Facilities, noted that with the plaza upgrade the concrete has been removed, the demolition of the bathrooms have been done, and two of the trees are coming down tomorrow. Most of the fencing is down. They are pushing to do everything they can to get everything done on time. Prop 39 project to replace 6 air conditioners is underway. The new network thermostats are going to put all of the brains at the school. The projects at Dudley and Spinelli are on track. Trustee Hunt asked that they receive information as to how much money we will be saving by all of these cost saving measures.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA -

Steve Wehr, former CJUSD employee, noted that he is here in appreciation. He spent the first 21 years of his career in this district. He thanked the district for the opportunity, and noted how blessed he has been in his career. He also thanked Jeremy Hunt for his incredible leadership that he has provided to the El Dorado Unified School District. Steve thanked Nancy Anderson; they go back a long ways

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA (continued)

and he treasures those times. Trustee Anderson thanked him for his great leadership. Trustee Hunt thanked Mr. Wehr for the kind words. Trustee Hunt also noted that the unity of the high school that was started in the beginning was key to what still makes Center High School special. Mr. Loehr thanked Mr. Wehr for coming tonight and thanking the district.

BOARD/SUPERINTENDENT REPORTS

Mr. Wilson – was not available to report

Mr. Hunt

- congratulated the schools on another great year.
- noted that the graduations were fabulous.

Mrs. Kelley

- noted that the Center HS graduation was one of the best graduation ceremonies we've had.
- attended the May Revise, but noted that there apparently have been some changes since she attended the workshop, so she decided not to comment on that.
- noted that this was a great school year.
- wished everyone a good summer.

Mrs. Pope – was not available to report.

Mrs. Anderson

- noted that all of the graduations were great.
- wished everyone a great summer, and to enjoy time with their families.

Mr. Loehr

- noted that the graduations and promotions were great this year.
- thanked the administrators, classified, and certificated staff for everything they have done this year.
- noted that we are working on a United Way / AARP Partnership. We are being noted in a publication.
- asked the Board to take a peek at the KVIE archive; congratulated OH and CHS for putting that together.
- thanked Mike Jordan for all he did in relieving Scott of the Special Ed.

CONSENT AGENDA

1. Approved Adoption of Minutes from May 16, 2018 Regular Meeting
2. Approved Resolution #17/2017-18: Delegation of Contracting Powers to the Superintendent
3. Approved 2018-2019 Board Meeting Schedule
4. *This item was pulled for separate consideration.*
5. Approved Classified Personnel Transactions
6. *This item was pulled for separate consideration.*
7. Approved Declaration of Hard-to-Fill Positions
8. Approved Addition to CSEA Contract Language in Article XIV - Leaves
9. Approved Revision to CSEA Contract Language in Article VIII - Vacation
10. *This item was pulled for separate consideration.*
11. *This item was pulled for separate consideration.*
12. *This item was pulled for separate consideration.*
13. Approved Contract with Illuminate Education, Inc.
14. Approved Memorandum of Understanding Agreement EMS #1166 2018-2019
15. Approved Field Trip: Overnight Summer College Tour - ARC Upward Bound Program

CONSENT AGENDA (continued)

16. Approved Memorandum of Understanding Between Sacramento County Office of Education (SCOE), Sly Park Environmental Education Center and Center Joint Unified School District for Participation in the Sly Park Environmental Education Program
17. Approved 2018-19 Single Plan For Student Achievement - North Country
18. Approved 2018-19 Single Plan For Student Achievement - Spinelli
19. Approved 2018-19 Single Plan For Student Achievement - McClellan
20. Approved 2018-19 Single Plan For Student Achievement - Riles
21. Approved 2018-19 Single Plan For Student Achievement - Dudley
22. Approved Deferred Maintenance Program
23. Approved Notice of Completion for the Center High School Roof Project
24. Approved Agreement between Center Joint Unified School District and Rua and Sons Mechanical
25. Approved Two Year Ground Lease for Sunrise Park and Recreation District for Day Care at Oak Hill Elementary School
26. Approved One Year Agreement Between Child Development Centers and Center Joint Unified School District
27. Approved Amendment No. 11 to the CDC Lease Agreement
28. Ratified Individual Service Agreement with The Howard E. Nyhart Company
29. Approved Payroll Orders: July 2017 - May 2018
30. Approved Supplemental Agenda (Vendor Warrants): May 2018

Motion: Kelley

Second: Hunt

Ayes: Anderson, Hunt, Kelley

Noes: None

Absent: Pope, Wilson

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION

4. Approved Resolution #19/2017-18: Resolution on Board Compensation for Missed Meeting

Motion: Kelley

Second: Hunt

Ayes: Anderson, Hunt, Kelley

Noes: None

Absent: Pope, Wilson

6. Approved Certificated Personnel Transactions

Mr. Loehr noted that selections were made for the 2 Vice Principals. Tracy Vitale has been selected as Vice Principal for North Country and Brett Homesley has been selected for Riles MS.

Motion: Kelley

Second: Hunt

Ayes: Anderson, Hunt, Kelley

Noes: None

Absent: Pope, Wilson

10. Tabled Revisions to CSEA Contract Language in Articles XIX, Section C and Article XXIX, Noon Duties
11. Tabled Update of dates for Article XXV - Duration and Reopeners
12. Tabled Memorandum of Understanding Between the District and CSEA Regarding Clarifying Language to Article XXXVIII - Reclassification, and a One-Year Pilot Program to Review Classified Job Descriptions

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION (continued)

There was a motion to Table the above listed items (#10, 11, 12).

Motion: Anderson

Second: Hunt

INFORMATION ITEMS

1. The CDI/CDC Annual Report for 2017/2018

BUSINESS ITEMS

A. APPROVED - Second Reading: Board Policies/Regulations/Exhibits

Trustee Hunt inquired on the statement that Trustee Wilson asked to have noted at the last meeting regarding these policy changes. Mr. Loehr noted that it will be reflected in the meeting minutes.

Trustee Kelley noted that with BP/AR 3553 she finds it disgusting that it has to be in policy and law that we should not be meal shaming. Mr. Loehr noted that our Food Services Department has been ahead of the game and has already had this before it became law.

Trustee Wilson joined the meeting at 6:28 p.m.

Motion: Kelley

Second: Hunt

Ayes: Anderson, Hunt, Kelley

Noes: None

Abstain: Wilson

Absent: Pope

B. APPROVED - 2018-2019 Local Control and Accountability Plan (LCAP) and Annual Update

Mr. Loehr noted that there have been some minor changes since last week. There were typos that were corrected, as noted from SCOE. He also noted that upon approval, it will be submitted tomorrow. We will begin reporting to the Board monthly, just as we do with Facilities, on the agenda each month.

Motion: Kelley

Second: Hunt

Ayes: Anderson, Hunt, Kelley, Wilson

Noes: None

Absent: Pope

C. APPROVED - Contract Amendment #4 - Facility Needs Assessment and Implementation Planning Services for Modernization Projects

Mr. Loehr noted that there is a level of services that are provided from them that we would not be able to provide. The contract says \$500,000 but that does not mean that is the total amount that will be spent; it is the limit amount.

Motion: Wilson

Second: Hunt

Ayes: Anderson, Hunt, Kelley, Wilson

Noes: None

Absent: Pope

BUSINESS ITEMS (continued)

D. APPROVED - 2018/19 Budget

Mr. Loehr noted that there have been no changes since last weeks meeting where the budget was reviewed and discussed. Trustee Wilson noted that he would still like the district to keep in mind to have a plan for Fund 25.

Motion: Kelley
Second: Wilson

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

E. APPROVED - Resolution #18/2017-18: Education Protection Account

Mr. Loehr noted that this is a standard report based on LCFF on how we spend the EPA portion of the sales tax. Lisa Coronado noted that we pay teacher salaries out of that.

Motion: Kelley
Second: Hunt

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

ADVANCE PLANNING

a. *Future Meeting Dates:*

- i. Regular Meeting: Wednesday, August 15, 2018 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*

b. *Suggested Agenda Items:*

ADJOURNMENT – 6:37 p.m.

Motion: Hunt
Second: Wilson

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

Respectfully submitted,

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

Kelly Kelley, Clerk
Board of Trustees

Adoption Date

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Superintendent's Office	Action Item _____
To: Board of Trustees	Information Item _____
Date: August 15, 2018	# Attached Pages <u>2</u>
From: Scott A. Loehr, Superintendent	
Principal/Administrator Initials: _____	

SUBJECT: 2018-2019 Extension of Current Agreement for Legal Services - Lozano Smith, Attorneys at Law

The attached letter from Lozano Smith, Attorneys at Law state that there are no change to their current agreement for legal services and their rate structure remains unchanged.

RECOMMENDATION: CJUSD Board of Trustees approve the 2018-2019 Extension of Current Agreement for Legal Services with Lozano Smith, Attorneys at Law.

CONSENT AGENDA



Karen M. Rezendes
Attorney at Law

E-mail: krezendes@lozanosmith.com

June 4, 2018

OFFICE OF SUPERINTENDENT
JUN - 8 2018
CENTER JOINT
UNIFIED SCHOOL DISTRICT

Scott A. Loehr
Superintendent
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

Re: 2018-2019 Agreement for Legal Services

Dear Mr. Loehr:

Thank you for the opportunity to partner with you during the 2017-2018 school year. We appreciate the trust you place in Lozano Smith, and we look forward to another promising year for your district and students.

We are pleased to note that there are no changes to our current agreement for legal services and our rate structure remains unchanged.

As a valued client, we invite you to take advantage of Lozano Smith's portal of client resources at (LozanoSmith.com/clientresources). The portal contains resources for some of the most pertinent legal issues, and incorporates trainings prepared in partnership with the State's leading education associations.

As a firm, we will continue to bill actual time spent, without any required minimum billing period for phone calls or email correspondence. Our practice, designed to save costs for clients, will remain at the industry-leading 1/10 (.10) of an hour increment. In addition, we also continue to use a "tiered" billing system to ensure that when appropriate, associate attorneys can be utilized, providing you with cost savings. Each of our attorneys is placed at the appropriate "tier" based on their experience.

As part of an annual review, we adjust legal staff fees to reflect updated tiered status for attorneys based upon their years of experience. The tier structure established in our current agreement for legal services is not changing, and we will extend our current agreement into the 2018-2019 year. Should you have questions regarding the billing rate for a particular attorney, please feel free to contact us.

Mr. Loehr
June 4, 2018
Page 2

Because there are no changes to our agreement for legal services, there is no legal requirement for Board approval. If you prefer to take the matter to the Board, we would be pleased to provide you with a new agreement for 2018-2019.

We look forward to another rewarding year, together.

Sincerely,

LOZANO SMITH

A handwritten signature in black ink, reading "Karen M. Rezendes". The signature is fluid and cursive, with the first name "Karen" being more prominent and the last name "Rezendes" written in a more compact, flowing style.

Karen M. Rezendes
Managing Partner

KMR/lt

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Superintendent's Office	Action Item <u> X </u>
To: Board of Trustees	Information Item <u> </u>
Date: August 15, 2018	# Attached Pages <u> 1 </u>
From: Scott A. Loehr, Superintendent	
Principal/Administrator Initials: <u> </u>	

SUBJECT: Resolution #3/2018-19: Resolution On Board Compensation For Missed Meeting
<p>This resolution is to authorize payment to Trustee Pope for the missed meeting on June 13, 2018.</p>
RECOMMENDATION: CJUSD Board of Trustees approve Resolution #3/2018-19: Resolution On Board Compensation For Missed Meeting.

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

**RESOLUTION # 3/2018-19
RESOLUTION ON BOARD COMPENSATION FOR MISSED MEETING**

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

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

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

WHEREAS, the Board finds that Trustee Delrae Pope did not attend the Board meeting on Wednesday, June 13, 2018 for the following reason:

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

NOW THEREFORE BE IT RESOLVED that the Board of the Center Joint Unified School District approves full compensation of the Board member for the month of June 2018.

PASSED AND ADOPTED THIS 15th day of August, 2018 at a regular meeting, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Attest:

Scott A. Loehr, Superintendent
Center Joint Unified School District

Nancy Anderson, President
Board of Trustees

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item X

To: Board of Trustees

Information Item

Date: August 15, 2018

Attached Pages 4

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials: **SUBJECT:** Resolution #4/2018-19: Resolution Adopting a Conflict of Interest Code

The Political Reform Act requires every local government agency to review its conflict of interest code biennially.

RECOMMENDATION: Resolution #4/2018-19: Resolution Adopting a Conflict of Interest Code.

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

Resolution # 4/2018-19

**RESOLUTION ADOPTING A
CONFLICT OF INTEREST CODE**

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Center Joint Unified School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Center Joint Unified School District has recently reviewed its positions, and the duties of each position, and has determined that no changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Center Joint Unified School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS 15th day of August, 2018 at a meeting, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

Secretary/President

Conflict of Interest Code of the Center Joint Unified School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. **Category 1:** Designated positions in this category must report:
 - a. Interests in real property located entirely or partly within district's boundaries, or within two miles of the district's boundaries or of any land owned or used by the district. Such interest include any leasehold, beneficial or ownership interest, or option to acquire such interest in real property.
 - b. Investments and business positions in business entities and income, including the receipt of gifts, loans, and travel payments, from sources that:
 1. Are engaged in the acquisition or disposal of real property within the district's jurisdictions,
 2. Are contractors who are, or have been within the past two years, engaged in work or services of the type used by the District, or
 3. Are of the type that engage in the manufacture , sale repair, rental or distribution of school supplies, books, materials, school furnishings, or equipment.
2. **Category 2:** Designated positions in this category must report Investments and business entities and income, including the receipt of gifts, loans, and travel payments, from sources that:
 - a. Are contractors engaged in work or services of the type used by the department in which the designated person manages or directs, or
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. Are of the type that engage in the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings, or equipment.

For the purposes of this category, a principal's department is his/her entire school.

3. **Full Disclosure:** Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

<u>Designated Position</u>	<u>Disclosure Category</u>
Governing Board Members	1
Superintendent of Schools	1
Assistant/Associate Superintendent	1
Director	2
Principal	2
Assistant Principal	2
Supervisor	2
Consultants/New Positions	*

*Consultants/new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitation:

The Superintendent may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Superintendent's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code Sec. 81008.)

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

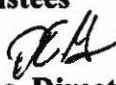
A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation

2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

Center Joint Unified School District

		AGENDA REQUEST FOR:	
Dept./Site:	Personnel Department	Action Item	<u>X</u>
Date:	August 15, 2018	Information Item	<u> </u>
To:	Board of Trustees	# Attached Pages	<u>1</u>
From:	 David Grimes, Director of Personnel and Student Services		

<p>Subject: Classified Personnel Transactions</p> <p><u>New Hire</u></p> <p>Amby Brackett, Cafeteria Worker Karen Hall, Noon Duty Abdenour Maandi, Bus Driver</p> <p><u>Resignation</u></p> <p>Katie Johnson, Transition Partnership Program Assistant Tambra Kidwell, Bus Driver</p> <p>Recommendation: Approve Classified Personnel Transactions as Submitted</p>

CONSENT AGENDA

Amby Brackett has been hired as a Cafeteria Worker at North Country Elementary effective August 8, 2018.


Karen Hall has been hired as a Noon Duty at North Country Elementary effective August 8, 2018.

Abdenour Maandi has been hired as a Bus Driver for the Transportation Department effective August 6, 2018.

Katie Johnson has resigned from her position as Transition Partnership Program Assistant for the Workability Program at Center High School effective June 29, 2018.

Tambra Kidwell has resigned from her position as Bus Driver for the Transportation Department effective June 29, 2018.

Center Joint Unified School District

AGENDA REQUEST FOR:			
Dept./Site:	Personnel Department	Action Item	<u>X</u>
Date:	August 15, 2018	Information Item	
To:	Board of Trustees	# Attached Pages	<u>1</u>
From:	 David Grimes, Director of Personnel and Student Services		

Subject: Certificated Personnel Transactions
<p><u>New Hires</u></p> <p>Katrina Beamer, Oak Hill Elementary School Jenna Boller, Center High School Stacey Bryan, Dudley Elementary School Chaun Emery-Slack, Center High School Robin Huebner, Curriculum and Instruction Meaghan Kirchner, Dudley Elementary School Yvonne Nolte, Curriculum and Instruction Gabriel Read, Center High School Parveen Saenz, Oak Hill Elementary School Martha Sandler, Wilson Riles Middle School Kendra Santoro, Oak Hill Elementary School</p>
Recommendation: Approve Certificated Personnel Transactions as Submitted

CONSENT AGENDA

New Hires

Katrina Beamer has been hired as a Sixth Grade Teacher, Oak Hill Elementary School, effective August 6, 2018.

Jenna Boller has been hired as a Math Teacher, Center High School, effective August 6, 2018.

Stacey Bryan has been hired as a Second Grade Teacher, Dudley Elementary School, effective August 6, 2018.

Chaun Emery-Slack has been hired as a Science Teacher, Center High School, effective August 6, 2018.

Robin Huebner has been hired as a part time Speech Pathologist, Curriculum and Instruction, effective August 6, 2018.

Meaghan Kirchner has been hired as a Sixth Grade Teacher, Dudley Elementary School, effective August 6, 2018.

Yvonne Nolte has been hired as a Psychologist, Curriculum and Instruction, effective July 30, 2018.

Gabriel Read has been hired as a Music Teacher, Center High School, effective August 6, 2018.

Parveen Saenz has been hired as an Assistant Principal, Oak Hill Elementary School, effective July 1, 2018.

Martha Sandler has been hired as an Art Teacher, Wilson Riles Middle School, effective August 6, 2018.

Kendra Santoro has been hired as a Third Grade Teacher, Oak Hill Elementary School, effective August 6, 2018.

AGENDA ITEM #

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Date: August 15, 2018

Action Item X

To: Board of Trustees

Information Item
Attached Pages 1

From: David Grimes 
Director of Personnel and Student Services

SUBJECT: RESOLUTION NO. #1/2018-19

Attached for Board review and action is Resolution No. #1/2018-19, Request for Teacher Authorization to teach Industrial and Technology Education for the 2018-19 school year.

Recommendation: Approve Resolution No. #1/2018-19 as Submitted

AGENDA ITEM #

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION #1/2018-19

Authorization to Teach Industrial and Technology Education

WHEREAS, Education Code Section 44263 allows, by resolution of the Governing Board, the holder of a Teaching Credential to teach, with his or her consent, a single subject class in which he or she has 18 semester hours of coursework or nine semester hours of upper division or graduate course work in the single subject to be taught, and

WHEREAS, Benjamin Klatt holds a Single Subject with a Supplementary Authorization in Industrial Arts Teaching Credential and has completed 18 semester hours of coursework in the subject area of Industrial and Technology education;

THEREFORE, BE IT RESOLVED, that Benjamin Klatt is authorized to teach Industrial and Technology Education in the schools of the Center Joint Unified School District in accordance with Education Code Section 44263 and its provision for such teaching. This authorization shall be in effect for the **2018-19** school year.

PASSED AND ADOPTED by the Center Joint Unified School District Governing Board at its regular meeting of August 15, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

I HEREBY CERTIFY that the foregoing Resolution was duly introduced, passed, and adopted as stated.

ATTEST:

Nancy Anderson, President
Board of Trustees

Scott A. Loehr, Secretary to the Board of Trustees

AGENDA ITEM #

XV-9

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Personnel Department

Date: August 15, 2018

Action Item **X**

To: Board of Trustees

Information Item
Attached Pages **1**

From: David Grimes 
Director of Personnel and Student Services

SUBJECT: **RESOLUTION NO. #2/2018-19**

Attached for Board review and action is Resolution No. #2/2018-19, Request for Teacher Authorization to teach English Electives for the 2018-19 school year.

Recommendation: Approve Resolution No. #2/2018-19 as Submitted

AGENDA ITEM #

XV-9

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION #2/2018-19 Authorization to Teach English Electives

WHEREAS, Education Code Section 44263 allows, by resolution of the Governing Board, the holder of a Teaching Credential to teach, with his or her consent, a single subject class in which he or she has 18 semester hours of coursework or nine semester hours of upper division or graduate course work in the single subject to be taught, and

WHEREAS, Rob McInnes holds a Multiple Subject with a Supplementary Authorization in English Teaching Credential and has completed 18 semester hours of coursework in the subject area of English;

THEREFORE, BE IT RESOLVED, that Rob McInnes is authorized to teach English Electives in the schools of the Center Joint Unified School District in accordance with Education Code Section 44263 and its provision for such teaching. This authorization shall be in effect for the **2018-19** school year.

PASSED AND ADOPTED by the Center Joint Unified School District Governing Board at its regular meeting of August 15, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

I HEREBY CERTIFY that the foregoing Resolution was duly introduced, passed, and adopted as stated.

ATTEST:

Nancy Anderson, President
Board of Trustees

Scott A. Loehr, Secretary to the Board of Trustees

Center Unified School District

AGENDA REQUEST FOR:

Dept: Personnel

Date: August 7, 2018

To: Board of Trustees

From: David Grimes, Director of Personnel

Action Item X

Attached Pages 1

SUBJECT: Revisions to CSEA Contract Language

The District and CSEA have agreed to the following changes to the bargaining agreement:

Article XIX, Section C: New employees will now be allowed work experience credit up to Step 5 for initial placement on the Salary Schedule. Employees returning to the district will be allowed work experience credit up to Step 6. These are increases from current contract language that allows up to Step 3, and will provide the district with an increased ability to attract new employees.

Article XXIX, Noon Duties: This article is being eliminated from the contract. The article is now unnecessary due to recent state legislation which makes noon duty aides a part of classified employment. Further, this agreement designates the noon duty aide pay scale as a part of the classified employee pay scale, designated as a new range "NDA".

CSEA notified the District on May 25, 2018, that the agreement was ratified by its CSEA membership.

Note: This item was tabled during the June 13, 2018 Board Meeting for the purpose of gathering additional information.

CONSENT AGENDA

TENTATIVE AGREEMENT
Between
CENTER JOINT UNIFIED SCHOOL DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, LOCAL 610
April 27, 2018

This Tentative Agreement confirms the parties' mutual understanding and agreement as follows:

1. Article XIX, Section C, shall now read, "Employees new to the District shall be allowed experience credit up to Step 5 on the salary schedule. Employees returning after a break in service shall be allowed experience credit up to Step 6."

2. Article XXIX, Noon Duties, is eliminated from the Collective Bargaining Agreement. Noon Duty Aide shall be a classified employee classification with a salary range of "NDA" beginning with the following steps and hourly wages:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15
NDA	\$12.00	\$12.00	\$12.51	\$13.14	\$13.80	\$14.49	\$14.92	\$15.37

The parties agree this tentative agreement is subject to ratification by the unit and approval by the Board of Trustees.

For CSEA:

DATE: 4/27/18

BY: Marie Huggins
Marie Huggins
CSEA President, Chapter 610

DATE: 4/27/18

BY: Cesar Mata
Cesar Mata
CSEA Labor Relations Representative

For DISTRICT:

DATE: 4/27/18

BY: David Grimes
David Grimes
Director of Personnel

Center Unified School District

AGENDA REQUEST FOR:

Dept: Personnel

Date: August 7, 2018

Action Item X

To: Board of Trustees

From: David Grimes, Director of Personnel

Attached Pages 1

SUBJECT: Memorandum of Understanding between the district and CSEA regarding clarifying language to Article XXVIII – Reclassification, and a one-year pilot program to review classified job descriptions.

Through MOU, the district and CSEA agreed to the following:

1. For clarification purposes, Article XXVIII, Reclassification, Section 1.c. will have the words “Board of Education” changed to “CJUSD School Board”.
2. The district and CSEA will begin a joint pilot program to update job descriptions on an annual, rotational basis. The process will involve a committee made up of the CSEA labor representative, up to 2 employees from the classification being reviewed, and up to 3 district representatives.

CSEA notified the District on May 25, 2018, that the agreement was ratified by its CSEA membership.

Note: This item was tabled during the June 13, 2018 Board Meeting for the purpose of gathering additional information.

MEMORANDUM OF UNDERSTANDING

Between
Center Joint Unified School District
And
California School Employees Association #610

This Memorandum of Understanding (MOU) confirms and clarifies the parties' mutual understanding and agreement as follows:


1. The parties agree to amend Article XXVIII, Reclassification, Section 1.C. as follows:

The Superintendent shall consider the panel's findings before submitting a recommendation to the CJUSD School Board of Education. The Board's of Education's decision regarding a reclassification request filed under this Article shall be final and conclusive. A notice of the Board's decision will be sent to the employee and CSEA.

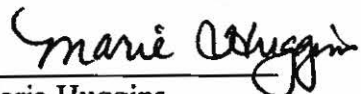
2. The parties agree to implement a one-year pilot program commencing in the 2018-2019 school year to review job descriptions.

A. All bargaining Unit Job Descriptions shall be systematically reviewed, with at least one job family being reviewed each year (instruction, clerical, maintenance, transportation, food service, operations). Reviews shall not exceed eight (8) job descriptions. The Job Descriptions in each family shall be updated according to the scheduled review, with the intent being to ensure that job descriptions accurately reflect each position's duties, skills, and legal requirements as they may change over time. This job family study will not preclude a bargaining unit employee who chooses to request reclassification per this article.

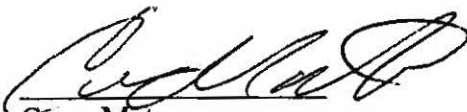
B. Meetings to review job descriptions shall consist of the CSEA labor representative, up to two (2) employees of the classification being reviewed and up to three (3) representatives of the District.


David Grimes
Director of Personnel, CJUSD

4/27/18
Date


Marie Huggins
President, CSEA Chapter #610

4/27/18
Date


Cesar Mata
CSEA Labor Representative

4/27/18
Date

Center Unified School District

AGENDA REQUEST FOR:

Dept: Personnel

Date: June 1, 2018

Action Item X

To: Board of Trustees

From: David Grimes, Director of Personnel

Attached Pages 1

SUBJECT: Update of dates for Article XXV – Duration and Reopeners

The District and CSEA have agreed to renew their collective bargaining agreement through June 30, 2021. The revised article reflects the new dates of the agreement – July 1, 2018 through June 30, 2021.

CSEA notified the District on May 25, 2018, that the agreement was ratified by its CSEA membership.

Note: This item was tabled during the June 13, 2018 Board Meeting for the purpose of gathering additional information.

CONSENT AGENDA

ARTICLE XXV

DURATION AND REOPENERS

(Revised June 2015)

- A. This Agreement shall be in effect from July 1, ~~2018~~ 2015 through June 30, ~~2021~~ 2018.
- B. All articles in this Agreement shall be subject to being reopened for the ~~201815--~~ 1916 school year.
- C. Reopeners for the ~~201916-202017~~ and ~~202017-202118~~ school year shall be limited to:
1. Salary
 2. Health and Welfare Benefits
 3. Two (2) Article selected by each party.
- D. CSEA shall commence the negotiation process to amend this Agreement no earlier than May 1 of each school year.

 4.27.18

4/27/18
Paul Himm
Marie Huggins 4/27/18

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Special Education

Date: August 15, 2018

Action Item X

To: Board of Trustees

Information Item

From: Michael Jordan
Director of Special Education & Curriculum

0 # Attached Pages

Initials: MOS

SUBJECT: 2017/2018 Individual Services Agreements

Please ratify the following Individual Services Agreements for special education Students to receive services at nonpublic schools/agencies during the 2017/18 fiscal year.

2017/18-214	Capitol Autism Svcs	\$ 150.00
2017/18-215-216	CCHAT Center	\$1,320.00
2017/18-217-219	M.McCarty	\$2,400.00
2017/18-220	Aldar Academy	\$9,957.00
2017/18-221	Capitol Academy	\$8,100.00

RECOMMENDATION: CJUSD Board of Trustees to ratify Individual Service Agreements for the 2017/2018 school year.

CONSENT RESOLUTION

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: **SPECIAL EDUCATION**

Date: **August 15, 2018**

Action Item X

To: **Board of Trustees**

Information Item

From: **Michael Jordan
Director of Special Education & Curriculum**

 4 # Attached Pages

Initials: MDJ

SUBJECT: PROFESSIONAL SERVICE AGREEMENT

CONSULTANT'S NAME: **Meladee McCarty**

COMPANY NAME (if applicable)

SERVICE(S) TO BE RENDERED: **Provide OI assessments, reports, attendance at IEP's & consultations, a minimum of 4 x's per school year. I will prepare documentation for Low Incidence Funding should the student need specialized equipment to provide access to the curriculum.**

DATE(S) OF SERVICE: **7/1/18 through 6/30/19**

PAYMENT PER HOUR: **100.00**

TOTAL AMOUNT OF CONTRACT: **As per request or needed**

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

RECOMMENDATION: **CJUSD Board of Trustees Ratify Professional Service Agreement with: Meladee McCarty during the 2018/19 fiscal year.**

CONSENT AGENDA



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

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 19th day of June, 2018, by and between the Center Joint Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Joint Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

*Contractor Name: Meladee McCarty

Address: [REDACTED]

Phone: 209.601.2440 Taxpayer ID #: [REDACTED]

*Full description of services to be provided:
Student assessments, reports, attendance at IEP's, Low Incidence funding Request for materials (adapted-specialized for access to the curriculum), Consultation with teachers, staff, parents & other professionals (OT, PT etc.) in support as needed for the students.

*Payment \$ 100 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: 8-1-18 *Frequency of Service Dates: Including assessments and IEP's each student should receive consultation services 4x's per year for 60 min

*Ending Date of Service: 6-30-19

Method of Payment and Tax Reporting: (check one)

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

☐ Accounts Payable- 1099 Generated (Requires completion of W-9).

Total amount of this contract \$ as needed Budget # 01-6500-0-5800-102-5750-1180-003-000

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR*: Meladee McCarty

Date*: 6-19-18

Signature of District employee requesting service: Melinda [REDACTED]

Date: 7/5/18

Date Board of Trustees Approved (if over \$500.00): [REDACTED]

Date: _____

Signature of Accounting Supervisor: _____

Date: _____

Personnel Approval (if cleared to start): _____

Date: _____

***CONTRACT NOT VALID WITHOUT ALL DISTRICT SIGNATURES**

**INDEPENDENT CONTRACTOR OR EMPLOYEE?
DISTRICT GUIDELINES**

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

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

STOP HERE

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

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

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

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

PART II - continued

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

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

STOP HERE

and process the individual through payroll.

If 11 and 12 are both "YES", continue

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

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

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Meladee Dawn McCarty

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

____ - ____ - ____ - ____ - ____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Meladee McCarty

Date ►

6.19.18

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Student Services

Date: August 15, 2018

Action Item X

To: Board of Trustees

Information Item

From: David Grimes

Director of Personnel & Student Services

Attached Pages

**SUBJECT: Center JUSD Employees Certified for Expulsion Hearings
2018/2019 SY**

Each year the Board must certify which district employees may serve as panel chair/members on expulsion hearings. Below are the employees that will be serving in this capacity.

Mike Jordan
Charles Chauvin
Shirley McNichols
Brett Homesley
Chris Borasi
Tracey Vitale
David French
Steve Jackson
Parveen Saenz
Jerald Ferguson
Erica Olmstead
Patty Spore
Tracie Daubenmire
David DeArcos
Craig Deason
Tami JBeily
Becky Lawson
Scott Loehr
Jason Farrel
Jill Warriner
Julie Opfer
Allison Kent
Lisa Coroando

RECOMMENDATION: Please approve list as presented.

CONSENT AGENDA

AGENDA ITEM # XV-16

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Family Resource Center

Action Item X

To: Board of Trustees

Information Item

Date: August 3, 2018

Attached Pages 5

From: Ryan Miranda

Principal's Initials: RM

SUBJECT

Contract with Communities Matters to provide workshops and support for the Safe School Ambassadors program at six district schools.

This is year three of this bullying prevention program underwritten by Schools Insurance Authority.

RECOMMENDATION: Approve

AGENDA ITEM # XV-16

CONFIDENTIAL

Contract DUE BACK BY:	Aug 22, 2018
CM Contract #	3977
Date of Contract:	Jul 25, 2018

**Fax back to
Community Matters
707-823-3373**

**Contract
between**

Community Matters - A California Not For
Profit Corporation

and Center Joint Unified School District

P. O. Box 14816
Santa Rosa, CA 95402
PH: 707-823-6159 **FAX: 707-823-3373**
Vendor ID #
hereinafter referred to as "CM"

8408 Watt Ave.
Antelope CA 95843
916-338-6400

hereinafter referred to as "Client"

This Contract details the responsibilities of the above parties relative to the services listed below.

CM Will Deliver the services outlined below:

Service Code	Service Name and Description	Cost
SSATOT-S	Regional Training of Trainers (TOT) for Safe School Ambassadors (SSA)	\$9,300.00
	For: Center Joint Unified School District Antelope CA	
	On: Spring 2018	
	Times: 2 days, typically 8:00 - 4:00	
	Deliverables: 1) Provide 2 days of training for a team of 2-3 people from each eligible school site, which will include: an overview of SSA training design and outcomes; review of the training flow; exploration and practice leading key activities; coaching by a Community Matters Master Trainer. 2) Provide a copy of the Training Manual for Elementary OR Middle/High for each participant. (Total manuals: 5 Elementary & 5 Middle/High) 3) Provide 1 Training Kit (which includes Training Flip Charts, DVD, CD, and other props necessary for conducting an Expansion or Refresher Training). 4) Provide access to the TOT Portal for each participant who completes the TOT. 5) Provide each site with up to 1 hour of phone support to assist with planning their training and subsequent implementation of program. 6) CM Trainer will meet with the TOT District/Site or Regional Leadership for 1 hour at the end of each day of the TOT to guide the leadership to implement a successful TOT model. This TOT does not license or equip participants to conduct Initial Trainings at a school site, or to start the Safe School Ambassadors program model or conduct Safe School Ambassador trainings at other sites, either within or outside of the School District. Participants from the TOT are only eligible to conduct trainings at schools that have an active SSA program AND that have also purchased a site license through Community Matters. 7) CM staff will work with site/district leadership to identify eligible participants for the Training of Trainers training to be held in the Spring of 2019 at the following sites: - Center High School - Wilson Riles Middle School - Oak Hill Elementary School - Spinellie Elementary School	
	Included in the Schools Insurance Authority Regional Training	-\$9,300.00
Service Subtotal:		\$0.00

Contract DUE BACK BY:	Aug 22, 2018
CM Contract #	3977
Date of Contract:	Jul 25, 2018

Fax back to Community Matters 707-823-3373

SSAXM/H Expansion Mid/High - Safe School Ambassadors Training & Support \$6,500.00

For: Center High School Antelope CA
On: September 17 & 18, 2018

Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults

Deliverables: 1) Provide 2 days of on-site training for 35-40 NEW Safe School Ambassadors and 5-8 adults; on Day 2 schools may add up to 12 previously trained veteran Ambassadors. (1:6 adult to student ratio for each day)
2) Provide program materials for all training participants. Includes post training support for implementation of program.
3) Provide up to 2 hours of program implementation support by phone, web and email.
4) Provide 1-year access to the web-based SSA Action Log App for measuring and tracking Ambassadors interventions.

NOTE: By using the SSA Action Log App, you grant Community Matters the right to access and collect, in aggregate form, intervention data from your school and/or district for the purpose of determining the effectiveness of the Safe School Ambassadors (SSA) program and for reporting to funding organizations that support the implementation of Community Matters' programs. No personally identifiable information of students is included in the data that Community Matters may access or collect.

18 SIA -\$6145.00

CM Discount -\$355.00

Service Subtotal: \$0.00

SSAIE Initial Elem - Safe School Ambassadors Training & Support \$6,500.00

For: North Country Elementary School Antelope CA
On: September 20 & 21, 2018

Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults

Deliverables: 1) Provide 2 days of on-site training for 30-40 NEW Safe School Ambassadors and 5-8 adults (1 adult per 6 students), as described in SSA program literature.
2) Provide program materials for all training participants. Includes post training support for implementation of program.
3) Provide up to 2 hours of program implementation support by phone, web and email.
4) Provide 1-year access to the web-based SSA Action Log App for measuring and tracking Ambassadors interventions.

NOTE: By using the SSA Action Log App, you grant Community Matters the right to access and collect, in aggregate form, intervention data from your school and/or district for the purpose of determining the effectiveness of the Safe School Ambassadors (SSA) program and for reporting to funding organizations that support the implementation of Community Matters' programs. No personally identifiable information of students is included in the data that Community Matters may access or collect.

18 SIA -\$6145.00

CM Discount -\$355.00

Service Subtotal: \$0.00

Contract DUE BACK BY:	Aug 22, 2018
CM Contract #	3977
Date of Contract:	Jul 25, 2018

Fax back to Community Matters 707-823-3373

SSAXE	Expansion Elem - Safe School Ambassadors Training & Support	\$6,500.00
--------------	--	-------------------

For: Dudley Elementary School	Antelope	CA
On: September 24 & 25, 2018		

Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults

Deliverables: 1) Provide 2 days of on-site training for 30-40 NEW Safe School Ambassadors and 5-8 adults; on Day 2 schools may add up to 12 previously trained veteran Ambassadors. (1:6 adult to student ratio for each day)
 2) Provide program materials for all training participants. Includes post training support for implementation of program.
 3) Provide up to 2 hours of program implementation support by phone, web and email.
 4) Provide 1-year access to the web-based SSA Action Log App for measuring and tracking Ambassadors interventions.

NOTE: By using the SSA Action Log App, you grant Community Matters the right to access and collect, in aggregate form, intervention data from your school and/or district for the purpose of determining the effectiveness of the Safe School Ambassadors (SSA) program and for reporting to funding organizations that support the implementation of Community Matters' programs. No personally identifiable information of students is included in the data that Community Matters may access or collect.

18 SIA	- \$6145.00
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CM Discount	- \$355.00
-------------	------------

Service Subtotal:	\$0.00
--------------------------	---------------

SSAXE	Expansion Elem - Safe School Ambassadors Training & Support	\$6,500.00
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For: Spinelli Elementary School	Antelope	CA
On: September 27 & 28, 2018		

Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults

Deliverables: 1) Provide 2 days of on-site training for 30-40 NEW Safe School Ambassadors and 5-8 adults; on Day 2 schools may add up to 12 previously trained veteran Ambassadors. (1:6 adult to student ratio for each day)
 2) Provide program materials for all training participants. Includes post training support for implementation of program.
 3) Provide up to 2 hours of program implementation support by phone, web and email.
 4) Provide 1-year access to the web-based SSA Action Log App for measuring and tracking Ambassadors interventions.

NOTE: By using the SSA Action Log App, you grant Community Matters the right to access and collect, in aggregate form, intervention data from your school and/or district for the purpose of determining the effectiveness of the Safe School Ambassadors (SSA) program and for reporting to funding organizations that support the implementation of Community Matters' programs. No personally identifiable information of students is included in the data that Community Matters may access or collect.

18 SIA	- \$6145.00
--------	-------------

CM Discount	- \$355.00
-------------	------------

Service Subtotal:	\$0.00
--------------------------	---------------

Contract
DUE BACK BY: **Aug 22, 2018**
CM Contract # **3977**
Date of Contract: **Jul 25, 2018**

**Fax back to
Community Matters
707-823-3373**

SSAXM/H Expansion Mid/High - Safe School Ambassadors Training & Support \$6,500.00

For: Wilson Riles Middle School Roseville CA

On: October 4 & 5, 2018

Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults

Deliverables: 1) Provide 2 days of on-site training for 35-40 NEW Safe School Ambassadors and 5-8 adults; on Day 2 schools may add up to 12 previously trained veteran Ambassadors. (1:6 adult to student ratio for each day)
2) Provide program materials for all training participants. Includes post training support for implementation of program.
3) Provide up to 2 hours of program implementation support by phone, web and email.
4) Provide 1-year access to the web-based SSA Action Log App for measuring and tracking Ambassadors interventions.

NOTE: By using the SSA Action Log App, you grant Community Matters the right to access and collect, in aggregate form, intervention data from your school and/or district for the purpose of determining the effectiveness of the Safe School Ambassadors (SSA) program and for reporting to funding organizations that support the implementation of Community Matters' programs. No personally identifiable information of students is included in the data that Community Matters may access or collect.

18 SIA -\$6145.00

CM Discount -\$355.00

Service Subtotal: \$0.00

SSAXE Expansion Elem - Safe School Ambassadors Training & Support \$6,500.00

For: Oak Hill Elementary School Antelope CA

On: October 15 & 16, 2018

Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults

Deliverables: 1) Provide 2 days of on-site training for 30-40 NEW Safe School Ambassadors and 5-8 adults; on Day 2 schools may add up to 12 previously trained veteran Ambassadors. (1:6 adult to student ratio for each day)
2) Provide program materials for all training participants. Includes post training support for implementation of program.
3) Provide up to 2 hours of program implementation support by phone, web and email.
4) Provide 1-year access to the web-based SSA Action Log App for measuring and tracking Ambassadors interventions.

NOTE: By using the SSA Action Log App, you grant Community Matters the right to access and collect, in aggregate form, intervention data from your school and/or district for the purpose of determining the effectiveness of the Safe School Ambassadors (SSA) program and for reporting to funding organizations that support the implementation of Community Matters' programs. No personally identifiable information of students is included in the data that Community Matters may access or collect.

18 SIA -\$6145.00

CM Discount -\$355.00

Service Subtotal: \$0.00

Contract
DUE BACK BY: **Aug 22, 2018**
CM Contract # **3977**
Date of Contract: **Jul 25, 2018**

**Fax back to
Community Matters
707-823-3373**

Client Will fulfill the following obligations:

- Return this contract by 8/22/2018 to guarantee CM's availability for the Service(s) on the above date(s). Otherwise, all prior agreements will be voided.

- Complete the tasks and comply with the conditions specified in the "Contract Terms" attached to and hereby specifically included in this Contract.

Payment for Services: Client agrees to pay CM, in US funds, the following fees for delivery of the services outlined above:

Total Price: **\$48,300.00**

Total Awards & Sponsorships: **-\$36,870.00**

Total Discount & Other Charges: **-\$11,430.00**

Upon completion of services or as specified herein, CM will invoice client for the items described above. Client agrees to pay such invoice(s) in full no later than 30 days from invoice date.

Grand Total: \$0.00

Signatures

For Community Matters

LeeAnn Lichnovsky

LeeAnn Lichnovsky

Date: 8/8/2018

For Client

Signature: _____ Date: _____

Name: Scott Loehr Title: Superintendent

Organization: Center Joint Unified School District

Attachments

- ☒ Contract Terms
- ☒ Billing Information Sheet - please **complete** and **return** with this Contract
- ☒ Training Room Requirements - please give this to the person handling training logistics.
- ☒ Training Supplies, Equipment and Logistics - please give this to the person handling training logistics.
- ☐ Service Terms
- ☐ Award Letter
- ☒ SSA TOT Participation Agreement
- ☐ SSA Site License Agreement

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Curriculum and Instruction

To: Board of Trustees

Date: July 12, 2018

From: Mike Jordan

Principal/Administrator Initials: MOS

Action Item X

Information Item

Attached Pages 4

SUBJECT:

Memorandum of Understanding between the Sacramento County Office of Education (SCOE) and the Center Joint Unified School District (CJUSD) for SCOE to continue to operate a Community School program and allow the CJUSD to refer students to the program for the 2018-19 school year.

RECOMMENDATION: CJUSD Board of Trustees approve the Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

Operating Agreement between the Sacramento County Office of Education and
Center Unified School District
for Operation of the Community School Program
Fiscal Year 2018/2019

I. Parties to Agreement

This agreement is by and between the Sacramento County Office of Education (hereafter "County Office") and the Center Unified School District (hereafter "District").

II. Purpose

SCOE and DISTRICT enter into this agreement to provide an Alternative Community School Program to meet the needs of DISTRICT students, pursuant to California Education Code, section 1980 (authorizing the establishment of county community schools).

III. Services to be provided

The County Office and the District agree that the County Office shall continue to operate a Community School program for students referred to its programs by the District for the term of this agreement.

The District may refer students to the County Office's Community School program in accordance with this agreement. Once referred, the County Office will determine proper placement in one of its Community School sites based on the needs of the student, availability of space and other relevant factors.

The County Office and the District agree to continuously monitor the program to ensure it best addresses the needs of Community School students and is operated in an efficient and cost-effective manner that is beneficial to both parties.

To that end, the District is required to conduct a "Back-to-District Transition" meeting prior to the end of each semester. District will meet with their students who are enrolled at the County Office's Community School sites to review progress and discuss the possibility of returning the student back to the District. If needed, the County Office will provide a facility and also assist with scheduling the meeting.

IV. Terms of Agreement

This Agreement is entered into and effective for the 2018-2019 school year and absent a new agreement or termination, continues each year thereafter. If either party wishes to terminate the contract or revise the anticipated enrollment for the subsequent school year, it will provide written notice to the other party by January 15 of the current school year.

MEMORANDUM OF UNDERSTANDING

Operating Agreement between the Sacramento County Office of Education and Center Unified School District for Operation of the Community School Program Fiscal Year 2018/2019

V. **Fiscal**

A. **Average Daily Attendance (ADA)**

The County Office shall receive funding based on ADA for District Funded County Program Students enrolled in a County Office Community School program. The County Office and the DISTRICT shall agree upon the rate to be paid per ADA, called the "transfer rate". The agreed-upon transfer rate is equal to the Districts Local Control Accountability (LCFF) Entitlement per ADA plus \$500.

The County Office shall report the ADA within the Principal Apportionment Data Collection Software. In order for the County Office to receive the funds directly, the DISTRICT shall select "Sacramento COE" from the "County Served District Funded ADA Transfer Selection" entry screen. The County Office shall enter the agreed-upon transfer rate and the ADA at each reporting period on the "Attendance District Funded County Programs" entry screen.

B. **Enrollment Guarantee Fee**

District shall maintain Minimum Monthly Enrollment of at least **10** students during the term of the agreement. Minimum Monthly Enrollment will be compared to the District's Average Monthly Enrollment. Average Monthly Enrollment is calculated by combining each month's average student enrollment, as provided by our Student Information Systems department, and dividing by the number of months.

If a District's Average Monthly Enrollment calculated at the end of the year is below **10** students, then District will pay an Enrollment Guarantee Fee of the difference between Minimum Monthly Enrollment and Average Monthly Enrollment multiplied by **\$5,000.00**.

The County Office will provide regular written updates of Average Monthly Enrollment to the District. In December of each year, representatives from the County Office and the District shall meet to review the district's activity to date and will revise this Agreement as necessary to ensure that the district's Minimum Monthly Enrollment reflects actual enrollment activity and current projections and is beneficial to both parties. The revision will be effective for the following and subsequent fiscal years, unless otherwise noted.

MEMORANDUM OF UNDERSTANDING

Operating Agreement between the Sacramento County Office of Education and
Center Unified School District
for Operation of the Community School Program
Fiscal Year 2018/2019

VI. Modification

This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU.

Should changes in legislation, funding mechanism, or the State budget occur that necessitate revision of this MOU, the DISTRICT and SCOE shall meet to review and revise accordingly.

Any changes to this MOU must be agreed to in writing by both parties.

VII. Indemnification

DISTRICT agrees to defend, indemnify, and hold harmless the County Office (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of DISTRICT, its director, agents, officers, or employees arising from DISTRICT's duties and obligations described in this agreement or imposed by law.

The County Office agrees to defend, indemnify, and hold harmless DISTRICT (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of the County Office, its director, agents, officers, or employees arising from the County Office's duties and obligations described in this agreement or imposed by law.

This provision shall survive the termination of the Agreement.

VIII. Independent Agents

This MOU is by and between two independent agents, County Office and DISTRICT, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. County Office and DISTRICT shall be expected to independently comply with all relevant laws, including, but not limited to those regarding fingerprinting, criminal background checks, and tuberculosis screening.

MEMORANDUM OF UNDERSTANDING

**Operating Agreement between the Sacramento County Office of Education and
Center Unified School District
for Operation of the Community School Program
Fiscal Year 2018/2019**

IX. Execution of Agreement

The undersigned represent that they are authorized representatives of the parties and hereby execute this Memorandum of Understanding:

Sacramento County Office of Education

Center Unified School District

By: _____

By: _____

Assistant Superintendent

Superintendent or Designee

Date: _____

Date: _____

Center Unified School District

Dept./Site: Curriculum and Instruction
 To: Board of Trustees
 Date: July 12, 2018
 From: Mike Jordan
 Principal/Administrator Initials: MOJ

AGENDA REQUEST FOR:
 Action Item X
 Information Item
 # Attached Pages 4

SUBJECT:

Memorandum of Understanding between the Sacramento County Office of Education and the Center Joint Unified School District for continuance of the CARE Intervention/Diversion Program on the campus of Wilson C. Riles Middle School for the 2018-19 school year.

RECOMMENDATION: CJUSD Board of Trustees approve the Memorandum of Understanding.

CONSENT AGENDA

MEMORANDUM OF UNDERSTANDING

Operating Agreement between the Sacramento County Office of Education and Center Unified School District for Operation of the CARE Program

Wilson Riles Middle School

I. Parties to Agreement

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

II. Purpose

SCOE and DISTRICT enter into this agreement to provide an Alternative Community School Program to meet the needs of DISTRICT students, pursuant to California Education Code, section 1980 (authorizing the establishment of county community schools).

III. Services to be Provided

SCOE agrees to do the following:

- Operate a CARE Intervention/Diversion Programs (CARE Program) as a community school for students referred by the DISTRICT, served by SCOE with SCOE entitled to and claiming the Average Daily Attendance (ADA) and California Basic Educational Data System (CBEDS) information as well as enrolling students with SCOE Statewide Student Identifier (SSID) numbers.
- Assure access for all qualified and eligible students to the community school consistent with all provisions of the California Education Code and the California Code of Regulations related to community schools, and SCOE Board Policies and ARR's.
- Hire and supervise an appropriately credentialed teacher.

The DISTRICT hereby agrees to do the following:

- Provide facilities necessary to house the CARE Program within the DISTRICT in order to serve identified students. DISTRICT shall have the right to restrict or deny use of its facilities to students who disrupt DISTRICT operations.
- Provide all educational supplies including textbooks, consumable supplies, technology, and printing as provided to other site teachers.
- Provide classroom furniture for students.
- Provide district substitute teacher for the CARE Program teacher. DISTRICT will invoice SCOE each quarter for reimbursement of substitute teacher costs.
- Provide the CARE Program teacher with district e-mail and access to the school's student information system.
- Provide SCOE all information that is required for CALPADS reporting. Ex. "Free and reduced lunch forms."
- Provide SCOE all information that is required for LCAP reporting. Ex. "Academic outcomes and discipline reports."
- Provide maintenance, custodial services, and utilities.
- Provide home to school transportation for CARE Program students, as provided to other students.

MEMORANDUM OF UNDERSTANDING

Operating Agreement between the Sacramento County Office of Education and Center Unified School District for Operation of the CARE Program

Wilson Riles Middle School

- Provide CARE Program students access to lunch with peers, physical education classes, electives, and extra-curricular activities according to the school site student handbook.
- Provide transportation for CARE Program fieldtrips. DISTRICT will invoice SCOE for reimbursement of field trip transportation.
- Provide SCOE all attendance and other information necessary to complete the state-required attendance reports.
- Collaborate with SCOE to administer discipline, when applicable, and use eligibility criteria for sports and school activities for CARE Program students according to the DISTRICT's written policies and guidelines used for all other students.
- Provide, when applicable, special education services following any Individual Education Plan (IEP), conduct annual reviews, psychological assessment and reevaluation.
- Provide, when applicable, services and accommodations under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

Representatives of both parties (CARE Program teacher, a SCOE administrator, and DISTRICT administrator) hereby agree to do the following:

- Agree on initial selection of students for CARE Program based on attendance, academic and behavioral data.
- Determine the appropriateness of placement in the CARE Program for students with disabilities and mutually agree on how services will be provided.

IV. Terms of Agreement

This MOU is entered into and effective for the 2018-2019 school year and absent a new agreement or termination, continues each year thereafter. If either party wishes to terminate the contract for the subsequent school year, it must provide written notice to the other party by January 15 of the current school year.

SCOE reserves the right to discontinue the CARE Program with 30 days prior notice to the DISTRICT if CARE Program ADA is less than 15 for any individual class.

V. Fiscal

SCOE shall receive funding based on ADA for students enrolled in the CARE Program (CARE ADA): SCOE and the DISTRICT shall agree upon the rate to be paid per ADA, called the "transfer rate". The ADA shall be reported within the Principal Apportionment Data Collection Software. In order for SCOE to receive the funds directly, the DISTRICT shall select "Sacramento COE" from the "County Served District Funded ADA Transfer Selection" entry screen. SCOE shall enter the agreed-upon transfer rate and the ADA at each reporting period on the "Attendance District Funded County Programs" entry screen. The agreed-upon transfer rate is equal to the District's current year Local Control Funding Formula (LCFF) Entitlement per ADA.

MEMORANDUM OF UNDERSTANDING

Operating Agreement between the Sacramento County Office of Education and Center Unified School District for Operation of the CARE Program

Wilson Riles Middle School

When the DISTRICT CARE site generates ADA of **15 or more** and SCOE determines it has covered its costs for the CARE Program at the end of the year, it will distribute 50% of the remaining net income back to the DISTRICT. The payment, based on annual reported ADA, shall be made after June 30 of the current year.

If the DISTRICT CARE site generates ADA of **less than 15**, the DISTRICT will not be entitled to any revenue payments. In addition, the DISTRICT is responsible for paying SCOE the difference between CARE Program ADA revenue and the expenses to operate the program.

VI. Modification

This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Should changes in legislation, funding mechanism, or the State budget occur that necessitate revision of this MOU, the DISTRICT and SCOE shall meet to revise accordingly. Any changes to this MOU must be agreed to in writing by both parties.

VII. Indemnification

DISTRICT agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of DISTRICT, its director, agents, officers, or employees arising from DISTRICT's duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless DISTRICT (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE, its director, agents, officers, or employees arising from SCOE's duties and obligations described in this agreement or imposed by law.

This provision shall survive the termination of this Agreement.

VIII. Independent Agents

This MOU is by and between two independent agents, SCOE and DISTRICT, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. SCOE and DISTRICT shall be expected to independently comply with all relevant laws, including, but not limited to those regarding fingerprinting, criminal background checks, and tuberculosis screening.

MEMORANDUM OF UNDERSTANDING

Operating Agreement between the Sacramento County Office of Education and Center Unified School District for Operation of the CARE Program

Wilson Riles Middle School

IX. Execution of Agreement

The undersigned represent that they are authorized representatives of the parties and hereby execute this Memorandum of Understanding:

Sacramento County Office of Education

Assistant Superintendent

Date

Center Unified School District

Superintendent or Designee

Date

Center Unified School District

Dept./Site:Curriculum and Instruction
To: Board of Trustees
Date: July 12, 2018
From: Mike Jordan
Principal/Administrator Initials: MOJ

AGENDA REQUEST FOR:
Action Item X
Information Item
Attached Pages 4

SUBJECT:

Memorandum of Understanding between the Sacramento County Office of Education and the Center Joint Unified School District for continuance of the CARE Intervention/Diversion Program on the campus of Center High School for the 2018-19 school year.

RECOMMENDATION: CJUSD Board of Trustees approve the Memorandum of Understanding.

CONSENT AGENDA

MEMORANDUM OF UNDERSTANDING

Operating Agreement between the Sacramento County Office of Education and Center Unified School District for Operation of the CARE Program

Center High School

I. Parties to Agreement

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

II. Purpose

SCOE and DISTRICT enter into this agreement to provide an Alternative Community School Program to meet the needs of DISTRICT students, pursuant to California Education Code, section 1980 (authorizing the establishment of county community schools).

III. Services to be Provided

SCOE agrees to do the following:

- Operate a CARE Intervention/Diversion Programs (CARE Program) as a community school for students referred by the DISTRICT, served by SCOE with SCOE entitled to and claiming the Average Daily Attendance (ADA) and California Basic Educational Data System (CBEDS) information as well as enrolling students with SCOE Statewide Student Identifier (SSID) numbers.
- Assure access for all qualified and eligible students to the community school consistent with all provisions of the California Education Code and the California Code of Regulations related to community schools, and SCOE Board Policies and ARR's.
- Hire and supervise an appropriately credentialed teacher.

The DISTRICT hereby agrees to do the following:

- Provide facilities necessary to house the CARE Program within the DISTRICT in order to serve identified students. DISTRICT shall have the right to restrict or deny use of its facilities to students who disrupt DISTRICT operations.
- Provide all educational supplies including textbooks, consumable supplies, technology, and printing as provided to other site teachers.
- Provide classroom furniture for students.
- Provide district substitute teacher for the CARE Program teacher. DISTRICT will invoice SCOE each quarter for reimbursement of substitute teacher costs.
- Provide the CARE Program teacher with district e-mail and access to the school's student information system.
- Provide SCOE all information that is required for CALPADS reporting. Ex. "Free and reduced lunch forms."
- Provide SCOE all information that is required for LCAP reporting. Ex. "Academic outcomes and discipline reports."
- Provide maintenance, custodial services, and utilities.
- Provide home to school transportation for CARE Program students, as provided to other students.

MEMORANDUM OF UNDERSTANDING

Operating Agreement between the Sacramento County Office of Education and Center Unified School District for Operation of the CARE Program

Center High School

- Provide CARE Program students access to lunch with peers, physical education classes, electives, and extra-curricular activities according to the school site student handbook.
- Provide transportation for CARE Program fieldtrips. DISTRICT will invoice SCOE for reimbursement of field trip transportation.
- Provide SCOE all attendance and other information necessary to complete the state-required attendance reports.
- Collaborate with SCOE to administer discipline, when applicable, and use eligibility criteria for sports and school activities for CARE Program students according to the DISTRICT's written policies and guidelines used for all other students.
- Provide, when applicable, special education services following any Individual Education Plan (IEP), conduct annual reviews, psychological assessment and reevaluation.
- Provide, when applicable, services and accommodations under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

Representatives of both parties (CARE Program teacher, a SCOE administrator, and DISTRICT administrator) hereby agree to do the following:

- Agree on initial selection of students for CARE Program based on attendance, academic and behavioral data.
- Determine the appropriateness of placement in the CARE Program for students with disabilities and mutually agree on how services will be provided.

IV. Terms of Agreement

This MOU is entered into and effective for the 2018-2019 school year and absent a new agreement or termination, continues each year thereafter. If either party wishes to terminate the contract for the subsequent school year, it must provide written notice to the other party by January 15 of the current school year.

SCOE reserves the right to discontinue the CARE Program with 30 days prior notice to the DISTRICT if CARE Program ADA is less than 15 for any individual class.

V. Fiscal

SCOE shall receive funding based on ADA for students enrolled in the CARE Program (CARE ADA): SCOE and the DISTRICT shall agree upon the rate to be paid per ADA, called the "transfer rate". The ADA shall be reported within the Principal Apportionment Data Collection Software. In order for SCOE to receive the funds directly, the DISTRICT shall select "Sacramento COE" from the "County Served District Funded ADA Transfer Selection" entry screen. SCOE shall enter the agreed-upon transfer rate and the ADA at each reporting period on the "Attendance District Funded County Programs" entry screen. The agreed-upon transfer rate is equal to the District's current year Local Control Funding Formula (LCFF) Entitlement per ADA.

MEMORANDUM OF UNDERSTANDING

Operating Agreement between the Sacramento County Office of Education and Center Unified School District for Operation of the CARE Program

Center High School

When the DISTRICT CARE site generates ADA of **15 or more** and SCOE determines it has covered its costs for the CARE Program at the end of the year, it will distribute 50% of the remaining net income back to the DISTRICT. The payment, based on annual reported ADA, shall be made after June 30 of the current year.

If the DISTRICT CARE site generates ADA of **less than 15**, the DISTRICT will not be entitled to any revenue payments. In addition, the DISTRICT is responsible for paying SCOE the difference between CARE Program ADA revenue and the expenses to operate the program.

VI. Modification

This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Should changes in legislation, funding mechanism, or the State budget occur that necessitate revision of this MOU, the DISTRICT and SCOE shall meet to revise accordingly. Any changes to this MOU must be agreed to in writing by both parties.

VII. Indemnification

DISTRICT agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of DISTRICT, its director, agents, officers, or employees arising from DISTRICT's duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless DISTRICT (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE, its director, agents, officers, or employees arising from SCOE's duties and obligations described in this agreement or imposed by law.

This provision shall survive the termination of this Agreement.

VIII. Independent Agents

This MOU is by and between two independent agents, SCOE and DISTRICT, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. SCOE and DISTRICT shall be expected to independently comply with all relevant laws, including, but not limited to those regarding fingerprinting, criminal background checks, and tuberculosis screening.

MEMORANDUM OF UNDERSTANDING

Operating Agreement between the Sacramento County Office of Education and Center Unified School District for Operation of the CARE Program

Center High School

IX. Execution of Agreement

The undersigned represent that they are authorized representatives of the parties and hereby execute this Memorandum of Understanding:

Sacramento County Office of Education

Assistant Superintendent

Date

Center Unified School District

Superintendent or Designee

Date

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Center Adult School

Date: August 1, 2018

To: Board of Trustees

From: David L. French

Action Item: XX

Information Item _____

Attached Pages: 6

Principal's Initials: 

SUBJECT: Memorandum of Understanding (MOU) # 18-D-CJ Between Sacramento County Office of Education (SCOE) and Center Joint Unified School District – Term of Agreement: July 1, 2018 through June 30, 2019

The purpose of this MOU is to document the relationship and articulate the roles and responsibilities between the Capital Adult Education Regional Consortium (CAERC) fiscal agent (SCOE) and each of the CAERC members. Center Joint Unified School District is a CAERC member.

This MOU allows the allocation of AB 104 Adult Education Block Grant (AEBG) funds to CAERC members to support adult education programs.

Recommendation: The CJUSD Board of Trustees ratify Memorandum of Understanding (MOU) # 18-D-CJ Between Sacramento County Office of Education (SCOE) and Center Joint Unified School District – Term of Agreement: July 1, 2018 through June 30, 2019

CONSENT AGENDA

Memorandum of Understanding (MOU) # 18-D-CJ
Between
Sacramento County Office of Education (SCOE)
and
Center Joint Unified School District

Term of Agreement – July 1, 2018 through June 30, 2021

I. Purpose and Parties

The purpose of this MOU is to document the relationship and articulate roles and responsibilities between the Capital Adult Education Regional Consortium (CAERC) fiscal agent (SCOE) and each of the CAERC members. This Memorandum of Understanding is entered into between Sacramento County Office of Education (SCOE) and Center Joint Unified School District. Center Joint Unified School District and SCOE hereby agree to the following terms of this MOU. Center Joint Unified School District is a member of CAERC. Center Joint Unified School District hereinafter referred to as "CAERC Member."

II. Background

AB 86 Planning Grant

The 2013-14 State Budget, under the auspices of Assembly Bill 86, appropriated \$25 million to the California Community College Chancellor's Office (CCCCO) to provide funding for two-year adult education planning and implementation grants. AB 86 supported the development of regional adult education consortium plans that focus on expanding and improving opportunities for education and workforce services for adults. From July 1, 2013 to December 31, 2015, AB 86 consortia, consisting of K-12 school districts, community college districts, and other partners developed regional education and workforce service plans for adults.

AB 104 Adult Education Block Grant

On June 24, 2015 Governor Jerry Brown signed AB 104 into law. The 2015-16 year represented the transition period from the planning that took place with AB 86 to the actualization of the Adult Education Block Grant (AEBG). The 2015-16, 2016-17 and 2017-18 State Budgets included \$500 million in new funding for seven authorized adult education program areas. On February 22, 2018, the CCCCCO and CDE notified all consortia of their intent to award AEBG funding for fiscal years 2018-19 and 2019-20. AEBG Office issued preliminary allocation schedule, which includes a proposed increase in funding at \$20.5 million. The AEBG Office offered the flexibility to allocate the potential new additional overall consortium amount to members in a variety of ways and based on the mutual decision. The January 2018 Governor's Proposed Budget language refers to AEBG as the "ongoing proposition 98 General Fund". Adult Education Block Grant Program is defined in California Education Code, Title 3, Division 7, Part 50, Chapter 5, Article 9. [84900 – 84920].

With this potential increase, the members decided to allocate it as an increase on the base funding from 2017-18. Additionally, members decided to apply the same increase to the amounts for professional development and transitions specialists, where applicable.

Role and Function of CAERC

The Capital Adult Education Regional Consortium is comprised of 14 members – 11 K-12 school districts, 2 county offices of education, the Los Rios Community College District (4 colleges) – and 24 partner agencies. For fiscal year 2018-19, a total of \$11,128,458 has been designated for the Capital Region and CAERC members. With the proposed increase, the total would be \$11,584,725.

III. Role of SCOE and CAERC Member

Role of SCOE

As the fiscal agent, SCOE will distribute consortium funds in accordance to the CAERC Governance and Fiscal Allocation Plans and Policies (amended January 10, 2018), AB 104, and Education Code section 84913. SCOE will be responsible for collecting, compiling, and reporting consortium-level fiscal and program information.

Role of CAERC Member

CAERC Member will adhere to the agreements outlined in the CAERC Governance and Fiscal Allocation Plans and Policies (amended May 10, 2017). CAERC Member will be responsible for participating in the consortium decision-making process and reporting member fiscal and program information to the consortium, and learner performance data to the AEBG Office as specified in AB 104 and any associated AEBG Program guidelines.

Role of Both Parties

Both parties will work together to comply with AB 104's reporting requirements. AB 104 requires that each consortium report allocations by participating members, budgets by object code, by program area and objective, and file expenditure and progress reports. Allocations by members should match expenditures, follow CAERC's 2018-19 Annual Plan, and adhere to the expenditure guidelines outlined in the AB 104 Allowable Uses Guide.

IV. SCOE Responsibilities

As the CAERC fiscal agent, SCOE will act as the banker, process expenses and expenditure contracts as agreed upon by the members, and work with the members to implement fiscal decisions per CAERC's 2018-19 Annual Plan and Three-Year Amended Consortium Plan.

As the designated fiscal and program information-reporting agency, SCOE will:

1. Upon SCOE's receipt of AEBG funds from the California Department of Education and California Community College Chancellor's Office, in accordance to Education Code 84912, CAERC members shall receive monthly payments.
2. The AEBG Office is developing in multiple phases a new online fiscal reporting system, NOVA, which requires CAERC members to submit budget and expenditure information directly to the AEBG Office. SCOE will continue to provide member training and support with the reporting system as it is being developed. SCOE will provide the Consortium lead and fiscal staff who will certify member work plans and budgets for the fiscal year.
3. Compile and report members' consortium allocation expenditures and progress to the California

Community Colleges Chancellor Office online system for Data and Accountability Fund, which is to be spent by December 31, 2018.

4. Facilitate members' reporting program-area expenditures for consortium allocations.
5. Compile and report consortium-level data required by AB 104 and AEBG as needed.
6. Carry out the consortium-level activities as approved by the members in the annual plan for the current program year.

V. CAERC Member Responsibilities

To enable SCOE's reporting to the AEBG Office, CAERC Member will be responsible for monitoring their own activities and reporting to SCOE all CAERC related fiscal and program activities. This includes any necessary student participation data, expenditure documentation, and any AB104 information necessary for the successful completion of AB104 mandated reports, performance measures, and program outcomes. Expenditures must follow CAERC's 2018-19 Annual Plan, adhere to the expenditure guidelines outlined in the AB 104 Allowable Uses Guide, and follow other guidelines established by the AEBG Office. In addition, all CAERC Members will adhere to CAERC approved policies related to fiscal, program and governance procedure.

CAERC Member will designate a person/persons with proper authority to certify all information submitted to SCOE and NOVA. CAERC Member acknowledges and accepts all responsibility for program related expenditures and certifies that expenditures are in compliance with the approved objectives, rules and regulations that govern the AEBG program. Furthermore, CAERC Member accepts all liability for any disallowed costs, should they arise.

In exchange for a minimum of \$232,051.00 CAERC Member will:

Submit expenditure information.

- a. Report member expenditures into NOVA as per dates set by the AEBG Office.
 - b. Report final member expenditures to SCOE within 15 days after the close of the fiscal cycle as outlined in *Exhibit A, Shared Fiscal and Budget Agreement Policy*.
 - c. Abide by *Exhibit B, Reallocation of Unspent Funds Policy*. Member has until June 30 2020 to spend any reallocated funds.
 - d. Provide to CAERC Project staff an expenditure summary narrative, progress update narrative and/or other data for the Annual Report as required by the AEBG Office.
 - e. Use the lesser of the California Department of Education approved indirect cost rate for Program Year 2018-19 or the maximum set forth by the AEBG Office.
2. Submit required quarterly and end-of-year student level information via the CASAS TOPSpro Enterprise data reporting systems as specified by the AEBG Office.
 3. Conduct professional development activities.
 - a. A minimum of \$5,000 per year is included in the CAERC Member total allocation for Fund D to cover professional development activities.
 - b. The additional funding is specifically allocated to address the following CAERC regional

strategy: Offer Professional Development to Support the Regional Strategies

4. Develop workforce partnerships and the CAERC transition specialist network.
 - a. A minimum of \$32,900 per year is included in the CAERC Member total allocation for Fund D to cover Transition Specialist network activities and funding.
 - b. The additional funding is specifically allocated to address the following CAERC regional strategy: Increase K-12 AE to Postsecondary Transition with Student Outreach Events and Services
5. Submit other data as required by AB 104 and AEBG guidelines.
6. Submit reports and questions to the CAERC Office by email: caercsubmit@scoe.net
7. Follow Annual Plan General Assurances:
 - a. Participate in planning processes (annual, 3 year).
 - b. Spend funds within the AEBG program areas.
 - c. Participate in public meetings & decision-making.
 - d. Report student data in TOPSpro Enterprise.
 - e. Share information on other resources being used to serve adults.
 - f. Share financial expenditure and progress reports with the regional consortium.
 - g. Provide services that address the needs identified in the adult education plan.

VI. Term

This MOU Agreement shall be effective July 1, 2018 and ending on June 30, 2021. Either party may terminate this MOU with at least a sixty- (60) day written notice of intention to terminate this agreement. This agreement may also be terminated by CAERC officially designated members if it is determined a member is not compliant with the AEBG Allowable Uses Guide or for non-performance with fiscal and/or program reporting or as specified on the CAERC Governance Plan.

VII. Privacy

SCOE and all CAERC members will comply with all state and federal education privacy policies. SCOE and CAERC members will not disclose any personally identifiable information except upon written consent of the participating adult learners or as otherwise permitted by law.

VIII. Indemnity

CAERC Member agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of CAERC Member, its director, agents, officers, or employees relating to CAERC Member's duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless CAERC Member (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or

omissions of SCOE, its director, agents, officers, or employees relating to SCOE's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply.

IX. Modification

Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or the State budget occur that necessitate revision of this MOU, the CAERC Member and SCOE shall meet to revise accordingly.

X. Independent Agents

This MOU is by and between two independent agents, SCOE and CAERC Member, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. The parties shall be expected to independently comply with all relevant laws, including those regarding worker's compensation.

XI. Nondiscrimination

Any service provided by either party pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

XII. Insurance

Both parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by CAERC Member or by SCOE.

XIII. Execution of Agreement

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Diana Batista, Adult Education Director
Sacramento County Office of Education

Signature

CAERC Member
Center Joint Unified School District



Signature

Date

7-30-18
Date

Authorized Center Joint Unified School District
Representative


Signature

SCOTT A. LOEWEL
Printed Name

SUPERINTENDENT
Title

7/31/18
Date

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Instructional Services	Action Item <u>X</u>
To: Board of Trustees	Information Item _____
Date: August 15, 2018	# Attached Pages _____
From: Scott Loehr, Superintendent	
Principal/Administrator Initials: _____	

<p>SUBJECT: Agreement for Consulting Services Positive Behavioral and Supports</p> <p>This contract is for PBIS (Positive Behavioral Interventions and Supports) Training between Placer County Office of Education and Center Joint Unified School District.</p> <p>RECOMMENDATION: The CJUSD Board of Trustees approve the Agreement for Consulting Services - Positive Behavioral Interventions and Supports.</p>
--

CONSENT AGENDA


Placer County Office of Education

360 Nevada Street, Auburn, CA 95603

 (530) 889-8020 • Fax (530) 886-5841 • www.placercoe.k12.ca.us

Gayle Garbolino-Mojica, County Superintendent of Schools

AGREEMENT FOR PCOE CONSULTING SERVICES

This agreement ("Agreement") for consulting services offered by the Placer County Office of Education (PCOE) is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of PCOE and Center Joint Unified School District ("Agency"). This Agreement is effective when signed by PCOE and Agency and for reference only is dated August 1, 2018.

1.0 SCOPE OF SERVICES

PCOE shall provide specialized consulting services to Agency as described below or (in Attachment A).

2.0 FEES

Agency shall pay a maximum amount to PCOE of \$14,500 as full payment for all specialized services set forth herein as described in Attachment A.

3.0 RECORDS

Any records shall be maintained and stored by the Agency as may be required by the Education Code or other legal mandate. Copies of records may also be maintained and stored by PCOE.

4.0 WORK PRODUCT

All work product including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared and/or distributed by PCOE within the course and scope of this Agreement shall be specified below the property of:

- a. ☒ PCOE _____
- b. ☐ Agency _____
- c. ☐ Not Applicable _____

5.0 TERM

The term of this Agreement shall be from July 1, 2018, through June 30, 2019.

6.0 TERMINATION

Either party may terminate this Agreement by giving the other party at least thirty (30) calendar days written notice. In the event of the early termination of this Agreement, PCOE shall be paid for all work performed and all reasonable expenses incurred up to and including the date of termination.

7.0 PAYMENT

PCOE will invoice Agency within thirty (30) calendar after services have been provided. Agency shall pay fees within thirty (30) after receiving an invoice from PCOE.

8.0 AMENDMENTS

Any amendments to this Agreement shall be in writing and signed by both parties.

9.0 STATUS OF CONSULTANT

The consulting services are being provided by PCOE salaried employee and not of the Agency. Any and all employer payroll tax and retirement related payments on behalf of individual are to be made by PCOE.

10.0 CERTIFICATION

The Agency shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by PCOE on behalf of Agency. The Agency shall be responsible for meeting any certification requirements and if necessary, for consulting legal counsel as related to the preparation and submittal of documents, forms, and reports that PCOE prepares on behalf of Agency.

11.0 HOLD HARMLESS AND IDEMNIFICATION

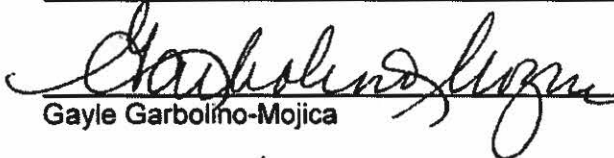
Each party agrees to indemnify, defend and hold harmless the other party and its employees, officers, and agents from and against all liability or claims for injury or damage to persons or property arising out of or from the breach of this Agreement, or from any negligent or intentional acts or omissions of either party, its employees, officers, and agents, in connection with the performance of this Agreement.

12.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. All prior understandings, terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

PLACER COUNTY SUPERINTENDENT OF SCHOOLS



Gayle Garbolino-Mojica

8/6/18

Date

AGENCY

Center Unified School District

Name of Agency

(Signature of Agency Representative)

Date

Title

(530) 889-8020 • Fax (530) 886-5841 • www.placercoe.k12.ca.us

[illegible]

Center Joint Unified School District

Dept./Site:	Instructional Services	AGENDA REQUEST FOR:
Date:	August 15, 2018	Action Item
To:	Board of Trustees	Information Item <u> X </u>
From:	Mike Jordan <i>MJS</i> Director of C&I/Special Education	# Attached Pages 4

SUBJECT: Professional Service Agreement

CONSULTANT'S NAME: Document Tracking Services

SERVICES TO BE RENDERED: Provide document translation for Special Education Documents, Curriculum & Instruction Documents, And District/State Parent Notifications.

DATES OF SERVICE: July 1, 2018 – June 30, 2019.

PAYMENT PER DAY: Determined by document length and language.

TOTAL AMT OF CONTRACT: As needed.

FUNDING SOURCE: 01-0000-0-5800-103-4760-1000-019-000

RECOMMENDATION: CJUSD Board of Trustees approves Professional Services Agreement with Document Tracking Services.

CONSENT AGENDA



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

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this, 1st Day of July 2018
by and between the Center Joint Unified School District and the person(s) or firm described below,
hereinafter described as CONTRACTOR. Persons performing services under this contract hold
themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the
DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further
declares that he/she/it is/are in the business of providing the described service for any and all
persons/organizations desiring such services, that such services are not provided exclusively for
Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims
arising from loss, damage, or injury while performing the stipulated services.

*Contractor Name: Document Tracking Services

Address: 10225 Barnes Canyon Rd, Suite A200, San Diego CA 92121

Phone: 858-784-0967 Taxpayer ID#: 20-3469254

*Full description of services to be provided:

Provide document translation services for Special Education, District notifications
and documents as needed.

*Payment: Determined by document size and language needed.

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

*Beginning Date of Service: 7/1/2018 *Frequency of Service Dates: As Needed

*Ending Date of Service: 6/30/2019

Method of Payment and Tax Reporting: (check one)

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

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

Total amount of this contract \$ _____ Budget # 01-0000-0-5800-103-4760-1000-019-000

Reason: Service cannot be provided by a District employee.

Signature of Contractor: ***

Signature of District employee requesting service: Melinda J. Smith

Signature of Accounting Supervisor: _____

Date Board of Trustees Approved _____

Signature of Authorized Contracting Official: _____

Date: *

Date:

Date:

Date:

Date:

7/10/18

7/10/18

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Document Tracking Services, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C**
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Other (see instructions) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
10225 Barnes Canyon Road, A200

6 City, state, and ZIP code
San Diego, CA 92121

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

or

Employer identification number								
2	0	-	3	4	6	9	2	5

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 3/15/17

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**INDEPENDENT CONTRACTOR OR EMPLOYEE?
DISTRICT GUIDELINES**

PART I

YES NO

1. Has this category of worker already been classified an "employee" by the IRS? Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.		X
2. Is the individual working as an employee prescribed by the Education Code? Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/87000-87333 define certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.		X
3. Is the individual already an employee of the district in another capacity?		X
4. Has the individual performed substantially the same services for the district as an employee in the past? <i>Is the individual retired, returning to substitute, or train, etc.?</i>		X
5. Are there currently employees of the district doing substantially the same services as will be required of this individual?		X
6. Does the district have the legal right to control the method of performance by this individual? <i>Consider whether the district has to train this individual or give instruction as to when, where, how, and in what order to work. Does the district require the individual to submit reports or perform the services at a district site? These factors would indicate the district maintains control sufficient for an employer/employee relationship. However, it is <u>not necessary</u> that the district <u>exercise</u> this right or have the expertise required to do so. In many cases this would not be practical nor advisable.</i>		X
7. Are the services, as being provided, an integral part of school operations? Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance and implies the maintenance of legal control.		X

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

STOP HERE

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

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

PART II

YES NO

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

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

PART II - continued

YES NO

<p>11. Does the individual operate an <u>independent</u> trade or business that is available to the general public?</p> <p><i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: if the district is utilizing this individual's services on a full-time basis, the individual is <u>not</u> available to the general public. NOTE: Possession of a business license or incorporation does <u>not</u> automatically satisfy this requirement. The determination <u>must</u> be made on the actual <u>relationship</u> between the district and the individual performing services.</i></p>	X	
<p>12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.?</p> <p><i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i></p>	X	

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

STOP HERE

and process the individual through payroll.

If 11 and 12 are both "YES", continue

YES NO

<p>13. Does the individual provide all materials and support services necessary for the performance of this service?</p> <p><i>The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i></p>	X	
<p>14. Is this paid by the job or on a commission?</p>	X	
<p>15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?</p> <p><i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i></p>	X	

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

Center Joint Unified School District

Dept./Site:	Instructional Services	AGENDA REQUEST FOR:
Date:	August 15, 2018	Action Item
To:	Board of Trustees	Information Item <u> X </u>
From:	Mike Jordan <i>MS</i> Director of C&I/Special Education	# Attached Pages 4

SUBJECT: Professional Service Agreement

CONSULTANT'S NAME: Carmazzi Global Solutions

SERVICES TO BE RENDERED: Provide language interpreting services for parents/guardians for the classroom, IEPs, meetings or other related school activities.

DATES OF SERVICE: July 1, 2018 – June 30, 2019.

PAYMENT PER DAY: \$105.00 per hour; Over the Phone \$1.45 per minute

TOTAL AMT OF CONTRACT: As needed.

FUNDING SOURCE: 01-0000-0-5800-103-4760-1000-019-000

RECOMMENDATION: CJUSD Board of Trustees approves Professional Services Agreement with Carmazzi Global Solutions, Inc.

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

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this, 1st Day of July 2018 by and between the Center Joint Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

***Contractor Name: Carmazzi Global Solutions**

Address: 1026 Florin Rd. #384, Sacramento CA 95831

Phone: 916-714-7848 Taxpayer ID#: 68-0557648

***Full description of services to be provided:**

Provide interpreting services for students and/or parents for classroom, IEP, SST, and meetings or other related school activities.

OPI Telephone Services (Over the Phone Interpretation Quick Access Porter)

*Payment \$ 105.00 per hour. Over the Phone Services: \$1.45 per minute
CONTRACTOR will submit a signed invoice not more frequently than monthly,
detailing services provided and charges. Payment will be made within
forty-five days after receipt of invoice or service, whichever is later.

***Beginning Date of Service:** 7/1/2018 ***Frequency of Service Dates:** As Needed

***Ending Date of Service: 6/30/2019**

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 \$ **Budget # 01-0000-0-5800-103-4760-1000-019-000**

Reason: Service cannot be provided by a District employee.

Signature of Contractor***:  Date:*** 7/10/2018

Signature of District employee requesting service: Mindy D. Liles Date: 7/10/18

Signature of Accounting Supervisor: _____ Date: _____

Date Board of Trustees Approved _____ Date: _____

Signature of Authorized Contracting Official: _____ Date: _____

CONTRACT NOT VALID WITHOUT AUTHORIZED DISTRICT SIGNATURE

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Carmazzi Inc	
	2 Business name/disregarded entity name, if different from above Carmazzi Global Solutions	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) 1026 Florin Road #384	Requester's name and address (optional)
	6 City, state, and ZIP code Sacramento, CA 95831	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


Social security number								
			-				-	
or								
Employer identification number								
6	8		-	0	5	5	7	6
							4	8

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 07/10/2018
		

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**INDEPENDENT CONTRACTOR OR EMPLOYEE?
DISTRICT GUIDELINES**

PART I

YES NO

1. Has this category of worker already been classified an "employee" by the IRS? , <i>Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.</i>		X
2. Is the individual working as an employee prescribed by the Education Code? <i>Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/87000-87333 define certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.</i>		X
3. Is the individual already an employee of the district in another capacity?		X
4. Has the individual performed substantially the same services for the district as an employee in the past? <i>Is the individual retired, returning to substitute, or train, etc.?</i>		X
5. Are there currently employees of the district doing substantially the same services as will be required of this individual?		X
6. Does the district have the legal right to control the method of performance by this individual? <i>Consider whether the district has to train this individual or give instruction as to when, where, how, and in what order to work. Does the district require the individual to submit reports or perform the services at a district site? These factors would indicate the district maintains control sufficient for an employer/employee relationship. However, it is <u>not necessary</u> that the district <u>exercise</u> this right or have the expertise required to do so. In many cases this would not be practical nor advisable.</i>		X
7. Are the services, as being provided, an integral part of school operations? <i>Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance and implies the maintenance of legal control.</i>		X

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

STOP HERE

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

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

PART II

YES NO

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

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

PART II - continued

YES NO

11. Does the individual operate an <u>independent</u> trade or business that is available to the general public? <i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: if the district is utilizing this individual's services on a full-time basis, the individual is <u>not</u> available to the general public. NOTE: Possession of a business license or incorporation does <u>not</u> automatically satisfy this requirement. The determination <u>must</u> be made on the actual <u>relationship</u> between the district and the individual performing services.</i>	X	
12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.? <i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i>	X	

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

STOP HERE

and process the individual through payroll.

If 11 and 12 are both "YES", continue

YES NO

13. Does the individual provide all materials and support services necessary for the performance of this service? <i>The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i>	X	
14. Is this paid by the job or on a commission?	X	
15. Does the individual bear the cost of any travel and business expenses incurred to perform this service? <i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i>	X	

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

4-26-94

Center Joint Unified School District

Dept./Site:	Instructional Services	AGENDA REQUEST FOR:
Date:	August 15, 2018	Action Item
To:	Board of Trustees	Information Item <u> X </u>
From:	Mike Jordan <i>mj</i> Director of C&I/Special Education	# Attached Pages <u> 5 </u>

SUBJECT: Professional Service Agreement

CONSULTANT'S NAME: Eaton Interpreting Services, Inc.

SERVICES TO BE RENDERED: Provide American Sign Language services to deaf/hard hearing parents/guardians for the classroom, IEPs, meetings or other related school activities.

DATES OF SERVICE: July 1, 2018 – June 30, 2019.

PAYMENT PER DAY: \$52.50 per hour; \$62.50 evenings/weekends.

TOTAL AMT OF CONTRACT: As needed.

FUNDING SOURCE: 01-0000-0-5800-103-4760-1000-019-000

RECOMMENDATION: CJUSD Board of Trustees approves Professional Services Agreement with Eaton Interpreting Services, Inc.

CONSENT AGENDA



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

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this, 1st Day of July 2018 by and between the Center Joint Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

*Contractor Name: Eaton Interpreting Services, Inc

Address: 8333 Olivine Avenue, Citrus Heights, CA 95610

Phone: 916-721-3636 Taxpayer ID# 20-0448077

***Full description of services to be provided:**

Provide American Sign Language interpreting services to Deaf students and/or parents for the classroom, IEP's, meetings or other related school activities.

*Payment \$ 53.00 per hour. *** \$63.00 for evenings and weekend services.
CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

*Beginning Date of Service: 7/1/2018 *Frequency of Service Dates: As Needed

*Ending Date of Service: 6/30/2019

Method of Payment and Tax Reporting: (check one)

☐ Variable Payroll- W-2 Generated (requires completion of W-4 & I-9 in Personnel Dept.)
☒ Accounts Payable-1099 Generated (Requires completion of W-9 on pg. 2 of this form)

Total amount of this contract \$ _____ Budget # 01-0000-0-5800-103-4760-1000-019-000

Reason service cannot be provided by a District employee:

Signature of Contractor:***	<u>Kim Eaton</u>	Date:***	<u>7/19/18</u>
Signature of District employee requesting service:	<u>[Signature]</u>	Date:	<u>7/19/18</u>
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.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
EATON INTERPRETING SERVICES, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
8333 OLIVINE AVENUE

6 City, state, and ZIP code
CITRUS HEIGHTS, CA 95610

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	0	-	0	4	4	8	0	7	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Kim Eaton* Date ▶ *6/15/18*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Eaton Interpreting Services, Inc.
Kim Eaton, President
8333 Olivine Avenue
Citrus Heights, CA 95610



Phone: 916-7 21-3636
Fax: 916-273-3072
schedulers@eatoninterpreting.com
www.eatoninterpreting.com

AGREEMENT FOR INTERPRETING SERVICES

Eaton Interpreting Services, Inc. is a Certified Small Business that utilizes independent contractors to provide on-site and Video Remote (VRI) sign language interpreting services twenty-four hours a day/seven days a week. We have provided certified and professional sign language interpreters to the greater Sacramento area since 1994. All contracted interpreters adhere to a Code of Professional Conduct set forth by the National Registry of Interpreters for the Deaf, RID. As per Dept. of Education Code (Section 45125.1), all contracted interpreters have been fingerprinted through the CA Dept. of Justice automated Live Scan service for criminal history background checks and are in compliance with the CA Dept. of Education Code (Section 3051.16) related to qualification & certification requirements.

Requests for services may be scheduled by telephone, email, through our online scheduling system, or via our website 24/7. Daytime office hours are Monday through Friday 7:00 am – 6:00 pm.

Services for on-site sign language interpreters are billed at the rates below (per interpreter) with a two-hour minimum. After the second hour, time is billed in 15-min increments.

- K-12 Educational requests in Sacramento and surrounding communities are billed at a rate of \$53.00 per hour.
- Evening, weekend, and holiday rates increase by \$10.00 per hour.
- Evening rates are applied to assignments between 6:00 pm and 10:00 pm.
- For requests that take place between the hours of 10:00 pm and 7:00 am, rates increase by \$30.00 per hour.
- **Team Interpreting** - For effective communication, requests longer than one hour's duration may require a team of two interpreters depending on the nature of the job. Eaton utilizes standard practices within the interpreting profession to determine if a second interpreter is needed. Eaton will inform you prior to confirming services if a team is needed.



A Sacramento-based agency proudly serving our local community for 24 years

Professional Sign Language Interpreting Services
Serving Sacramento and Northern California
State of California ~ Certified Small Business



Eaton Interpreting Services, Inc.
Kim Eaton, President
8333 Olivine Avenue
Citrus Heights, CA 95610



Phone: 916-721-3636
Fax: 916-273-3072
schedulers@eatoninterpreting.com
www.eatoninterpreting.com

- **Cancellation Policy** - Cancellation of requests not received by 5:00 pm two business days prior (i.e. 36 hours), **excluding weekends and holidays**, are still billable for the time scheduled. Cancellation of assignments in a timely manner allows the Interpreters one (1) full business day to locate other work. Eaton Interpreting upholds the industry standard practice whereby Interpreters are to be paid for late cancellations for committing their time to our agency.
- **Billing** - Invoices are generated at the end of the month and payment is due within 30 days. If payment is not received within 30 days, finance charges and collection fees may be assessed. A credit card can be placed on file and be used for payment.

By signing this document, I acknowledge that I have read, understand, and agree to the above Policies and Procedures. Furthermore, I acknowledge that it is the responsibility of Center Joint Unified (name of individual or District requesting services) to pay for interpreting services.

Authorizing Party (signature) Michael Jordan Date: 7/10/18
Print Name Michael Jordan Phone Number(s): 916-337-4697
Fax: _____ Email: mikejordan@centerusd.org
Billing Information/Address: Center Joint Unified School District
Annex Building
3243 Center Court Lane
Antelope, CA 95843

6/1/18



A Sacramento-based agency proudly serving our local community for 24 years

Professional Sign Language Interpreting Services
Serving Sacramento and Northern California
State of California ~ Certified Small Business



**INDEPENDENT CONTRACTOR OR EMPLOYEE?
DISTRICT GUIDELINES**

PART I

YES NO

1. Has this category of worker already been classified an "employee" by the IRS? Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.		X
2. Is the individual working as an employee prescribed by the Education Code? Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/87000-87333 define certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.		X
3. Is the individual already an employee of the district in another capacity?		X
4. Has the individual performed substantially the same services for the district as an employee in the past? <i>Is the individual retired, returning to substitute, or train, etc.?</i>		X
5. Are there currently employees of the district doing substantially the same services as will be required of this individual?		X
6. Does the district have the legal right to control the method of performance by this individual? <i>Consider whether the district has to train this individual or give instruction as to when, where, how, and in what order to work. Does the district require the individual to submit reports or perform the services at a district site? These factors would indicate the district maintains control sufficient for an employer/employee relationship. However, it is <u>not necessary</u> that the district <u>exercise</u> this right or have the expertise required to do so. In many cases this would not be practical nor advisable.</i>		X
7. Are the services, as being provided, an integral part of school operations? Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance and implies the maintenance of legal control.		X

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

STOP HERE

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

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

PART II

YES NO

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

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

PART II - continued

YES NO

<p>11. Does the individual operate an <u>independent</u> trade or business that is available to the general public?</p> <p><i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: if the district is utilizing this individual's services on a full-time basis, the individual is <u>not</u> available to the general public. NOTE: Possession of a business license or incorporation does <u>not</u> automatically satisfy this requirement. The determination <u>must</u> be made on the actual <u>relationship</u> between the district and the individual performing services.</i></p>	X	
<p>12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.?</p> <p><i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i></p>	X	

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

STOP HERE

and process the individual through payroll.

If 11 and 12 are both "YES", continue

YES NO

<p>13. Does the individual provide all materials and support services necessary for the performance of this service?</p> <p><i>The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i></p>	X	
<p>14. Is this paid by the job or on a commission?</p>	X	
<p>15. Does the individual bear the cost of any travel and business expenses incurred to perform this service?</p> <p><i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i></p>	X	

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

Center Joint Unified School District

Dept./Site: Instructional Services

AGENDA REQUEST FOR:

Date: August 15, 2018

Action Item X

To: Board of Trustees

Information Item

**From: Tami J'Beily
Coordinator of Fed/State Programs**

Attached Pages

SUBJECT: Approve the 2018-19 Consolidated Application

RECOMMENDATION: The Center Joint Unified School District Board of Trustees approve the 2018-19 Consolidated Application

CONSENT AGENDA

2018-19 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca18asstoc.asp>.

CDE Program Contact:

Joy Paull, jpaull@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Scott A. Loehr
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/13/2018

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2018-19 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Scott A. Loehr
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/13/2018
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

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2018-19 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

Pursuant to Section 1112 (Title 20, United States Code, Section 6312) of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act (ESSA), a local educational agency (LEA) may receive a subgrant from the State only if the LEA has on file with the State a plan approved by the State educational agency.

Within California, LEAs that apply for ESSA funds are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve as the ESSA LEA Plan.

In order to apply for funds, the LEA must certify that the completed Addendum will be approved by the local governing board or governing body of the LEA and submitted to the California Department of Education (CDE), and that the LEA will work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

County Offices of Education and School Districts Enter the original approval date of the county office of education or school district 2017-18 – 2019-20 LCAP	09/15/2017
Charter Schools Enter the adoption date of the charter school LCAP	
Authorized Representative's Full Name	Scott A. Loehr
Authorized Representative's Title	Superintendent

Warning

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2018-19 Application for Funding**CDE Program Contact:**Education Data Office, ConApp@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/16/2018
---	------------

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Rosa Pena
DELAC review date	05/03/2018
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	https://www.centerusd.org/
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student Support)	No

*****Warning*****

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2018-19 Application for Funding

CDE Program Contact:
Education Data Office, ConApp@cde.ca.gov, 916-319-0297

ESSA Sec. 1112(b) SACS 4127	
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Warning
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2018-19 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2018-19 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Entitlement Calculation

Estimated English learner per student allocation	\$99.05
Estimated English learner student count	
Estimated English learner entitlement amount	\$0

Note: \$10,000 minimum program eligibility criteria

If the LEA's estimated entitlement amount is less than \$10,000 it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the CDE Title III EL Consortium Details Web page at <http://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	
Program and other authorized activities	
English Proficiency and Academic Achievement	
Parent, family, and community engagement	
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	
Indirect costs (LEAs can apply approved indirect cost rate to the portion of subgrant that is not reserved for direct administration costs)	
Total budget	\$0

Warning

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2018-19 Title III Immigrant Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2018-19 Immigrant Student Program Subgrant funds only per the Title III Immigrant Student Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Entitlement Calculation

Estimated immigrant per student allocation	\$92.35
Estimated immigrant student count	
Estimated immigrant entitlement amount	\$0

<H4>Note: Eligibility criteria</h4>

An LEA which has 21 or more eligible immigrant students, or has experienced a significant increase of two percent or more in eligible immigrant students enrollment in the current year compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	
Direct administration costs (Amount should not exceed 2% of the estimated entitlement)	
Indirect costs (LEAs can apply approved indirect cost rate to the portion of subgrant that is not reserved for direct administration costs)	
Total budget	\$0

Warning

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2018-19 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2018-19 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

AGENDA ITEM # XV-26

Center Joint Unified School District

Dept./Site:	Instructional Services	AGENDA REQUEST FOR:
Date:	August 16, 2018	Action Item
To:	Board of Trustees	Information Item <u> X </u>
From:	Tami J'Beily Coordinator of Fed/State Programs	Attached Pages

SUBJECT: Approve the 2017-18 Title III ESSA Transition Plan

RECOMMENDATION: The Center Joint Unified School District Board of Trustees approve the 2017-18 Title III ESSA Transition Plan

AGENDA ITEM # XV-26

CONSENT AGENDA

2017–18 Title III ESSA Transition Plan

All English Learner (EL) students will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

CDS Code: 3473973 LEA Name: Center Joint Unified School District Fiscal Year: 2017-18

Plan to Provide Services for English Learner Students

Please summarize information from district-operated programs and provide descriptions of how the LEA is meeting or plans to meet each requirement.

How the LEA will:		Persons Involved/Timeline (Optional)
Required Content	<p>Provide effective professional development</p> <p>ELD Publisher PD</p> <p>Sacramento Co Office of Education training on Designated curriculum, Program 2 (2 trainings)</p> <p>Ellevation training and collaboration (2 trainings)</p>	<p>Site EL teachers</p> <p>Curriculum & Instruction Department</p>
	<p>Implement effective programs and activities.</p> <p>Designated ELD is provided by skilled teachers during the regular school day. Teachers use the California ELD Standards as the focal standards in ways that build into and from content instruction in order to develop critical language. Bilingual assistants provide primary language support in small group settings and one on one.</p>	<p>Site Admin, EL teachers, Gen Ed teachers, bilingual assistants</p>
	<p>CJUSD will monitor student progress and implement supplemental services designed for LTEL students with addition of elementary LTEL intervention, LTEL classes at the high school and middle school and transitional summer school for EL students moving from elementary to middle school and middle school to high school.</p> <p>TK through grade 6 received integrated ELD support in the core content using Wonders and My Math by</p>	<p>Site Admin, EL teachers, Gen Ed teachers, bilingual assistants</p> <p>Site Admin, EL teachers, Gen Ed</p>

	<p>McGraw Hill and College Preparatory Mathematics. TK through grade 6 receives designated ELD instruction through Wonders.</p> <p>In grades 7-8, students receive integrated and designated instruction through Study Sync and National Geographic Inside for designated LTEL instruction.</p> <p>At the high School, 9th-12th grade students receive integrated through Study Sync which they are currently piloting. LTEL students receive designated instruction through English 3D and Academic Vocabulary Toolkit by Scholastic.</p>	<p>teachers, bilingual assistants</p> <p>Site Admin, EL teachers, Gen Ed teachers, bilingual assistants</p> <p>Site Admin, EL teachers, Gen Ed teachers, bilingual assistants</p>
	<p>Ensure English proficiency and academic achievement.</p> <p>Site Admin, EL teachers, and classroom teachers collaborate weekly on the individual needs of EL students. Site admin conduct walk throughs twice a month to verify curriculum is taught with fidelity.</p>	<p>Site Admin, EL teachers, Gen Ed teachers</p>
	<p>Promote parent, family, and community engagement in the education of English Learners.</p> <p>CJUSD will increase EL family involvement at school site events and meetings. Elementary sites offering TK will conduct early outreach to EL families of TK age children. School sites will increase attendance at Back to School Night, Open House, grade level specific activities such as Science fairs and History fairs, awards celebrations, movie nights and spirit assemblies by expanding the language translation of flyers and invitations beyond what is required. Utilizing bilingual assistants, personal phone call invites in primary language will be made to increase attendance in the school sponsored activities, not just EL related meetings.</p> <p>CJUSD conducts an annual needs assessment at ELAC and DELAC to identify needs of EL families to provide feedback for the LCAP.</p>	<p>Site Admin, EL teachers, Gen Ed teachers, bilingual assistants</p> <p>Curriculum & Assessment Dept, Site Admin, EL teachers</p>

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LEAs receiving or planning to receive Title III EL funding may include authorized activities.		Persons Involved/Timeline (Optional)
Other Authorized Activities	<p>Describe all authorized activities chosen by the LEA relating to: Supplementary services as part of the language instruction program for English Learner students.</p> <p>*Please see http://www.cde.ca.gov/sp/el/t3/authorizedcosts.asp for a list of authorized EL activities.</p> <p>Implement after school EL Homework Help at all 4 elementary sites, utilizing high school students to work with small groups providing a quiet place and a resource to complete assigned homework.</p> <p>Purchase of, implementation and training for Ellevation to monitor data, collaborate with general education teachers and maintain reclassification records.</p>	<p>District Admin, Site Admin</p> <p>All 4 elementary schools, implement one site at a time beginning in the Fall 2017 and continuing through Spring 2018</p> <p>Site EL teachers</p>

Plan to Provide Services for Immigrant Students

Please complete this table if the LEA is receiving or planning to receive Title III Immigrant funding.	Persons Involved/Timeline (Optional)
<div data-bbox="96 167 205 651" data-label="Text"> <p>Authorized Activities</p> </div> <div data-bbox="216 167 1591 651" data-label="Text"> <p>Describe all authorized activities chosen by the LEA relating to: Enhanced instructional opportunities for immigrant children and youth.</p> <p>*Please see http://www.cde.ca.gov/sp/el/t3/authorizedcosts.asp for a list of authorized Immigrant activities.</p> <p>NOT APPLICABLE</p> </div>	

Center Joint Unified School District

Dept./Site: North County
To: Board of Trustees
Date: July 30, 2018
From: Jason Farrel, Principal
Principal/Administrator Initials: JF

AGENDA REQUEST FOR:

Action Item X

Information Item _____

Attached Pages _____

SUBJECT: Professional Services Agreement

CONSULTANT'S NAME: Jennifer Casellini

COMPANY NAME (if applicable):

SERVICES TO BE RENDERED: STEAM Activities Consultant

DATE(S) OF SERVICE: August 16, 2018 - May 24, 2019

PAYMENT PER DAY: \$350 / month

TOTAL AMOUNT OF CONTRACT: \$3500.00

FUNDING SOURCE: North Country PTO

RECOMMENDATION: The CJUSD Board of Trustees approve the Professional Service Agreement with Jennifer Casellini.

AGENDA ITEM: **XV-27**

CONFIDENTIAL



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

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this _____ day of _____ 20____ by and between the Center Joint Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Joint Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

*Contractor Name: Jennifer Casellini

Address: _____

Phone: _____

Taxpayer ID #: _____

*Full description of services to be provided:

STEAM Consultant for small group STEAM Education lesson

*Payment \$ 350 per Month. 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: August 16, 2018 *Frequency of Service Dates: Weekly Th/F

*Ending Date of Service: May 24, 2019

Method of Payment and Tax Reporting: (check one)

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

☒ Accounts Payable- 1099 Generated (Requires completion of W-9).

Total amount of this contract \$ 3500 Budget # PTO

Reason service cannot be provided by a District employee:

one time money - not an on-going position

Signature of CONTRACTOR*: J Casellini

Date*: 7/30/18

Signature of District employee requesting service: _____

Date: 7/25/18

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

Date: _____

Signature of Accounting Supervisor: _____

Date: _____

Personnel Approval (if cleared to start): _____

Date: _____

***CONTRACT NOT VALID WITHOUT ALL DISTRICT SIGNATURES**

**INDEPENDENT CONTRACTOR OR EMPLOYEE?
DISTRICT GUIDELINES**

PART I

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

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

STOP HERE

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

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

PART II

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

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

PART II - continued

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

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

STOP HERE

and process the individual through payroll.

If 11 and 12 are both "YES", continue

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

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

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Jennifer Marie Casellini

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.). See instructions. _____

6 City, state, and ZIP code _____

7 Tax account number(s) here (optional) _____

8 Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

OR

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Jani* Date ▶ *7/30/18*

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: North Country	Action Item <u> X </u>
To: Board of Trustees	Information Item <u> </u>
Date: July 30, 2018	# Attached Pages <u> </u>
From: Jason Farrel, Principal	
Principal/Administrator Initials: <u> JF </u>	

SUBJECT: Professional Services Agreement

CONSULTANT'S NAME: Laura Birge-Barone

COMPANY NAME (if applicable): xxxxxxxxxxxxxxxxx

SERVICES TO BE RENDERED: Art History and Art Skills Consultant

DATE(S) OF SERVICE: August 18-May 24

PAYMENT PER DAY: \$350 / month

TOTAL AMOUNT OF CONTRACT: \$3500.00

FUNDING SOURCE: 01-0000-0-5800-236-1110-1000-009-000

RECOMMENDATION: The CJUSD Board of Trustees approve the Professional Service Agreement with Laura Birge-Barone.

CONSENT AGENDA



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

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this August day of 16, 2018, by and between the Center Joint Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Joint Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

*Contractor Name: Laura Birge
Address: [REDACTED]
Phone: [REDACTED] Taxpayer ID #: [REDACTED]

***Full description of services to be provided:**

Art history and Artistic Skills Consulting

*Payment \$ 350.⁰⁰ per Month. 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: August 16, 2018 *Frequency of Service Dates: Twice weekly on
*Ending Date of Service: May 24, 2019 Thursday and Friday
Per Schedule

Method of Payment and Tax Reporting: (check one)

☐ Variable Payroll- W-2 Generated (Requires completion of W-4 & I-9 in Personnel Dept.)
☒ Accounts Payable- 1099 Generated (Requires completion of W-9).

Total amount of this contract \$ 3500 Budget # 01-0000-0-5800-236-1110-1000-009-000

Reason service cannot be provided by a District employee:

One time money

Signature of CONTRACTOR*: [Signature] Date*: 6/20/18
Signature of District employee requesting service: [Signature] Date: 5/19/18
Date Board of Trustees Approved (if over \$500.00): [Signature] Date: _____
Signature of Accounting Supervisor: _____ Date: _____
Personnel Approval (if cleared to start): _____ Date: _____

*****CONTRACT NOT VALID WITHOUT ALL DISTRICT SIGNATURES****

**INDEPENDENT CONTRACTOR OR EMPLOYEE?
DISTRICT GUIDELINES**

PART I

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

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

STOP HERE

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

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

PART II

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

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

PART II - continued

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

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

STOP HERE

and process the individual through payroll.

If 11 and 12 are both "YES", continue

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

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

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Laura Birge

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ►

Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

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

5 City, state, and ZIP code

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Partially exempt/disregarded amounts (see instructions)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Notes: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

____ - ____ - ____ - ____ - ____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

6/20/18

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividend income earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (taxation)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Center Joint Unified School District

Dept./Site: Oak Hill Elementary

To: Board of Trustees

Date: 7/11/18

From: Patty Spore

Principal/Administrator Initials: PS

AGENDA REQUEST FOR:

Action Item X

Information Item _____

Attached Pages 42

SUBJECT: Oak Hill Elementary 2018-2019 Single Plan for Student Achievement

Each school year we are required to update our Single Plan for Student Achievement. The current revision includes updated goals to reflect current needs of the students at Oak Hill.

RECOMMENDATION: The CJUSD Board of Trustees approve the 2018-2019 Single Plan for Student Achievement - Oak Hill.

THE WAVE

The Single Plan for Student Achievement

School: Oak Hill Elementary
CDS Code: 34 73973 6107734
District: Center Joint Unified School District
Principal: Patty Spore
Revision Date: May 2018

The Single Plan for Student Achievement (SPSA) is a plan of actions to raise the academic performance of all students. California Education Code sections 41507, 41572, and 64001 and the federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the ConApp and ESEA Program Improvement into the SPSA.

For additional information on school programs and how you may become involved locally, please contact the following person:

Contact Person: Patty Spore
Position: Principal
Phone Number: (916) 338-6460
Address: 3909 North Loop Blvd.
Antelope, CA, 95843
E-mail Address: pspore@centerusd.org

The District Governing Board approved this revision of the SPSA on June 13, 2018.

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School Vision and Mission

Oak Hill Elementary's Vision and Mission Statements

Oak Hill Elementary strives to be a community of life-long learners where the support of parent, community, staff, and peers will provide a safe, friendly, caring environment where each person will flourish, take risks, be secure and grow in knowledge, confidence, love, and respect.

At Oak Hill we believe

- * that all people can learn and grow
- * that all people learn and teach best in a positive, supportive, and trusting environment
- * that all people have potential and unique talents and styles to contribute

In this environment, we envision that we and our students will:

- * be responsible, empowered, self motivated, productive learners and decision-makers
- * value and respect ourselves and others
- * cooperate and communicate as a member of a team and assume appropriate leadership roles
- * cultivate a balance of academic, social, physical, and emotional growth
- * play an active role in the technological world
- * demonstrate global awareness

At Oak Hill, we are a community who believe that education is the key to success in preparing for the future.

School Profile

Oak Hill Elementary School is one of four elementary schools in Center Joint Unified School District. We are located in the center of Antelope, a dynamic community of economic and social diversity. Oak Hill Elementary opened in 1994 and serves students in grades transitional kindergarten through six following a traditional calendar. At the end of the 2017-2018 school year, 793 students were enrolled, including 10.71% in special education, 26.36% qualifying for English Language Learner support, and 63.18% qualifying for free or reduced price lunch.

To create an environment that promotes powerful learning we provide standards-based curriculum, presented in a variety of learning modalities, designed to develop critical thinking skills. We also develop an appreciation and respect for cultural diversity through our Second Step Violence Prevention Program in grades K-2, Stop and Think in grade 3, A Touch of Understanding in grade 4, Steps to Respect in grade 5, Too Good for Violence in grade 6, and Healthy Play at all grade levels.

Students who attend Oak Hill Elementary reach or exceed the grade level standards through the Wonders Language Arts program, My Math mathematics in grades TK-5, and CPM mathematics in grade 6.

We believe that parents and community play an integral part in the success of our students. Therefore, we encourage the participation of parents, community members, and business partners.

To our students and their families we pledge to provide an enriching education to include:

- * Alternative programs operating before and after school
- * An academic support network for students' success
- * Staff development to ensure the most qualified teachers
- * Communication with families about upcoming events
- * Frequent assessment of student performance to ensure success
- * A research-based, explicit reading and math program designed to meet the needs of all learners
- * A safe and orderly environment for all students and staff
- * Peer mediation training
- * An environment where everyone helps one another

Comprehensive Needs Assessment Components

Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

2017-2018 Parent Needs Assessment Survey

This school year, 810 School Needs Assessment Surveys were sent home and 241 were returned. 96.5% of respondents feel that Oak Hill is doing well teaching reading, writing, and math to their children. 95.4% of respondents indicated that the school communicated effectively regarding activities and issues related to the school. There was also 95.4% who felt that their child's teacher was accessible and provided continuous information about their child's progress. Only 41.3% of the respondents volunteered more than one time in their child's classroom this year.

2017-2018 Safe School Survey

This year 336 fourth, fifth, and sixth grade students answered the Student Safe School Survey. The results show that 68.3% of students feel safe at school, with another 25% who were neutral about their feelings of safety. 88.8% of the students felt that they can be successful in school, while only 68.5% felt that everyone was expected to do their best at school. 54.8% of the students feel that school rules are fair and 63.7% feel that rules and consequences are applied consistently. There was 25.4% that were neutral about school rules being fair, and 23% who were neutral about the rules and consequences being applied consistently. Of the students who responded to the survey, 88.8% agreed or strongly agreed that their teacher cared about them.

The Parent Safe School Survey was sent via email. Only 14 parents responded. Of those, only 64% felt the rules were realistic, practical, and fair. 86% felt the rules and consequences were known and applied consistently. While 100% responded that their child understood the rules and expectation. 86% agreed or strongly agreed that their child felt safe at school, and 14% were neutral about their child feeling safe.

2016-2017 ED School Climate Survey

In the spring of 2017, students in 5th and 6th grade were given the ED School Climate Survey. 81% of students enrolled at that time completed the survey. 88% of students taking the ED School Climate Survey felt that their teachers care about them and 80% responded that their teachers made them feel good about themselves. 66% of students responded agree or strongly agree that they feel safe at Oak Hill. This is a similar results to the Safe School Survey.

2015-2016 California Healthy Kids Survey (CHKS)

Results of the 2015-2016 CHKS states that 68% of the 5th grade students feel safe at school.

Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The principal conducts informal classroom observations frequently, visiting all classrooms at least once each month. Formal observations are conducted once every three years for teachers who have been in the district for more than 3 years. For new teachers, formal observations are conducted once every year. New teachers are also supported by BTSA support providers. The veteran teachers observe the new teachers at least 4 times a year during the two years that the new teacher is in the BTSA program. Formal and informal conferences are held with the teachers to discuss strengths and challenges throughout the year.

During the spring of 2018, every teacher was given the opportunity to observe at least 3 other teachers and spend time with a colleague discussion their observation and the positive aspects of the other teachers' teaching styles. This received much praise from all the teachers. Colleague observations will continue next year to encourage collaboration of best practices.

Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

Standards, Assessment, and Accountability

1. Use of state and local assessments to modify instruction and improve student achievement (ESEA)

At Oak Hill Elementary, we use a variety of assessments to determine a student's needs. At the beginning of the year, all students are given the district created Universal Screeners to provide baseline information for English Language Arts and Mathematics. These screeners are used again at mid-year and toward the end of the year to identify areas of need for students as well as monitor growth. Other assessments are used at a variety of grade levels. They include the following: The San Diego Quick (SDQ), Basic Phonics Skills Test (BPST), Advanced Phonics Skills Test (APST), fluency assessments, Wonders Writing assessments, Wonders unit assessments, chapter tests in reading and math, pre- and post-tests in the My Math program, Accelerated Reader tests, Moby Max assessments, and the CAASPP.

2. Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

The staff at Oak Hill Elementary uses data from the Wonders and My Math assessments to determine student progress and determine needed modifications. In addition, low-performing students are given SMART Goals that are monitored closely and their instruction is modified as needed. If a low-performing student is still struggling, their instruction may be further modified through the Student Study Team process.

Staffing and Professional Development

3. Status of meeting requirements for highly qualified staff (ESEA)

All Oak Hill Elementary certificated staff members have met the requirements for highly qualified staff.

4. Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

The District offers in-service training in McGraw Hill Wonders Program and McGraw Hill My Math Program.

5. Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

District-wide collaboration days, site collaboration days and staff meetings focus on student achievement as measured by site based assessments, district assessments, and CAASPP. Teachers also have the opportunity throughout the year to attend off-site conferences to learn new techniques to ensure all students reach the grade level standards, and to enhance their classroom environment. (e.g. The Inclusion Conference offered by SCOE). Teachers new to the profession participate in the Beginning Teacher Support and Assessment (BTSA) program.

6. Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

The District Academic Coach implements ongoing professional development activities in the areas of student achievement, instructional practices and technology. The Academic Coach works closely with newly hired teachers. They also do regular classroom observations and assist tenured teachers as needed. Teachers new to the profession participate in the Beginning Teacher Support and Assessment (BTSA) program.

7. Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Mondays are early out days that provide district-wide and site based collaboration time to focus on student achievement. Certificated staff analyze their class' performance for each of the content standards in English Language Arts and Mathematics. Groups share instructional strategies to address the content standards in which students showed the least success.

Teaching and Learning

8. Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

Oak Hill Elementary students are provided with state adopted curriculum which is aligned with the Common Core content standards. Teachers reference content standards in their lesson plans and the standards being addressed are posted each day in the classroom. Each teacher is observed at least once monthly.

9. Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

150 minutes per day are allotted towards the English Language Arts program and 60 minutes per day are allotted towards the math curriculum.

10. Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Oak Hill Elementary has instituted an English Language Arts rotation. During this time, English learners receive instruction from the English Language Learners teacher and aides through the English Learner portion of the Wonders program. Non-English learners receive English Language Arts instruction according to their greatest need. The Wonders program portion designed for differentiation is used to address the needs of students that may include: blending practice, fluency building, comprehension, grammar and writing. Students who have been identified as needing extra support will receive assistance from the Title 1 Learning Center staff in either a pull out or a push in program.

11. Availability of standards-based instructional materials appropriate to all student groups (ESEA)

State adopted standards-based instructional materials are available for all Oak Hill students. English learners are provided with additional instruction using the English Language Learner portion of the Wonders program.

12. Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

State adopted standards-based instructional materials are available for all Oak Hill students. McGraw Hill Wonders program is used for English Language Arts and McGraw Hill My Math is used for mathematics. English learners are provided with additional instruction using the English Language Learner portion of the Wonders program. All state-adopted curriculum includes intervention materials and suggestions for modifications in lessons for English learners and students not meeting standards as well as for high-achieving students who need to be challenged. Students not meeting standards will be given direct instruction during ELA rotation through WonderWorks, the McGraw Hill curriculum for students who need extra support in English Language Arts. The intervention teachers use the state-adopted materials (Wonders and My Math). MobyMax, which is a standards-based computer assisted instruction, is also used in the intervention classes. Finally, the intervention students have access to the Read Naturally program that practices reading fluency and comprehension.

Opportunity and Equal Educational Access

13. Services provided by the regular program that enable underperforming students to meet standards (ESEA)

State adopted standards-based instructional materials are available for all Oak Hill students. McGraw Hill Wonders program is used for English Language Arts and McGraw Hill My Math is used for mathematics. All state-adopted curriculum includes intervention materials and suggestions for modifications in lessons for English learners and students not meeting standards as well as for high-achieving students who need to be challenged.

Oak Hill Elementary has instituted an English Language Arts rotation. During this time, English learners receive instruction from the English Language Learners teacher and aides through the English Learner portion of the Wonders program. Non-English learners receive English Language Arts instruction according to their greatest need. The Wonders program portion designed for differentiation is used to address the needs of students that may include: blending practice, fluency building, comprehension, grammar and writing. The Title 1 Learning Center provides intervention to kindergarten through sixth grade students who have scored Standard Not Met and Standard Nearly Met on the California Assessment of Student Performance and Progress (CAASPP) or who tested far below grade level in their reading level.

MobyMax, which is a standards-based computer assisted instruction, is also being used.

14. Research-based educational practices to raise student achievement

At least once monthly walk-throughs are conducted. Teachers are observed and written feedback is left. Administrators are looking for best practices such as checking for understanding, circulating the room and using district adopted curriculum as prescribed. Early out Collaboration days are used to analyze student work in order to drive instruction and make modifications. All curriculum and materials used at Oak Hill Elementary are standards-based and research-based. This includes the state-adopted McGraw Hill Wonders and My Math programs, Accelerated Reader, Mobymax and Read Naturally.

Parental Involvement

15. Resources available from family, school, district, and community to assist under-achieving students (ESEA)

To assist under-achieving students we hold Student Success Team meetings to address students with academic, social, and/or emotional needs which impede their learning

The Title 1 Learning provides small group support.

Oak Hill has a full time ELD teacher that ensures the needs of our English Learners are being addressed. We have translators to bridge the language barrier between our non-English speaking parents and the school.

ELL students have a homework club available to them twice a week for one hour to assist ELL students in meeting grade level standards.

The District Healthy Start/Family Resource Center offers outreach services for our students and their families.

The District Mental Health Team is available to assist with students who have behavioral excesses.

Student attendance is emphasized by the teaching staff, office staff, and administration by communication with families when their child is absent.

Student health issues are addressed by our district nursing department.

United Way/AARP volunteers work with under-achieving students twice a week.

A school breakfast and lunch program is available for qualifying students.

16. Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Oak Hill Elementary has a School Site Council that meets once a month. Stakeholders are invited to participate in program planning and evaluation as part of the School Site Council via phone calls, emails, and auto-dialer messages.

We have a school site English Language Advisory Committee (ELAC) which meets twice a year to discuss the issues that arise for our non-English speaking parents and students and to get information about the Single Plan for Student Achievement. There is also a district English Language Advisory Committee (DELAC) that meets twice a year.

Oak Hill has a very active PTA that involves parents in many aspects of school, including field trips and volunteering in classes.

Funding

17. Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Our Title 1 teacher, a full time instructional specialist, and a part time instructional specialist provide a pull-out and/or push-in program during the school day for students who are not working at grade level. They work with the students on the grade level standards in the core curriculum. Many of the teachers also offer a homework program to give students additional help on specific class work.

English Learners have the opportunity to attend an after school homework club two days per week. There is a credentialed teacher advisor with 6 high school student tutors.

All students at Oak Hill have access to chrome books during the school day. Oak Hill is now at a 1 to 1 ratio for its chrome books.

18. Fiscal support (EPC)

The budget is aligned with the goals outlined in the Single School Plan for Student Achievement, which is monitored by the School Site Council and ELAC Committee.

Description of Barriers and Related School Goals

Students must be at school, on time and ready to learn every day. In addition, students need to remain at school the entire day. Everyday, the families of absent children are called. Parents are informed of excessive absences, trancies, and tardies via letters, calls and conferences. Even with these strategies our attendance occasionally drops below the goal of 97%.

Every effort is made to ensure that students are not being pulled out of core instruction. Scheduling students pullout time with the teacher, support staff (ELD, Speech, RSP, and counseling) is definitely a challenge. Teachers and staff are very flexible but acknowledge this is a barrier towards student learning.

Identifying at-risk students quickly is always a challenge at the beginning of the year. The administration, the RSP staff, and the teachers work together to administer the Universal Screeners the first few weeks of school. Data is analyzed and goals are made. Although necessary, on-going assessments become time-consuming and may impact instruction.

School and Student Performance Data

CAASPP Results (All Students)

English Language Arts/Literacy

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with Scores			% of Enrolled Students Tested		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 3	110	101		106	98		106	98		96.4	97	
Grade 4	130	120		128	116		128	116		98.5	96.7	
Grade 5	126	123		122	122		122	122		96.8	99.2	
Grade 6	98	121		95	119		95	119		96.9	98.3	
All Grades	464	465		451	455		451	455		97.2	97.8	

* The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard Exceeded			% Standard Met			% Standard Nearly Met			% Standard Not Met		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 3	2424.7	2421.6		23	18.37		25	29.59		26	26.53		26	25.51	
Grade 4	2444.1	2467.3		16	28.45		21	18.10		26	20.69		37	32.76	
Grade 5	2505.2	2506.0		16	22.13		33	29.51		28	27.05		23	21.31	
Grade 6	2525.4	2518.6		14	11.76		34	31.93		32	31.93		21	24.37	
All Grades	N/A	N/A	N/A	17	20.22		28	27.25		28	26.59		27	25.93	

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 3	22	15.31		53	53.06		25	31.63	
Grade 4	13	26.72		49	48.28		38	25.00	
Grade 5	25	19.67		43	59.84		31	20.49	
Grade 6	16	19.33		47	50.42		37	30.25	
All Grades	19	20.44		48	52.97		33	26.59	

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 3	23	22.45		47	51.02		30	26.53	
Grade 4	20	24.14		51	46.55		29	29.31	
Grade 5	26	31.15		50	49.18		24	19.67	
Grade 6	28	23.28		46	43.10		26	33.62	
All Grades	24	25.44		49	47.35		27	27.21	

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 3	14	16.33		74	69.39		12	14.29	
Grade 4	6	20.69		75	60.34		19	18.97	
Grade 5	15	18.03		70	61.48		16	20.49	
Grade 6	15	10.08		75	73.95		11	15.97	
All Grades	12	16.26		73	66.15		15	17.58	

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 3	26	27.55		43	48.98		30	23.47	
Grade 4	12	29.31		56	36.21		32	34.48	
Grade 5	24	24.59		61	50.00		15	25.41	
Grade 6	25	18.49		55	57.14		20	24.37	
All Grades	21	24.84		54	48.13		24	27.03	

Conclusions based on this data:

1. In the 2016-2017 school year, 47.96% of third grade students met or exceeded the overall ELA achievement compared to 48% in 2015-2016. This is a decrease of 0.04%.
In the 2016-2017 school year, 46.55% of fourth grade students met or exceeded the overall ELA achievement compared to 37% in 2015-2016. This is a gain of 9.55%.
In the 2016-2017 school year, 51.64% of fifth grade students met or exceeded the overall ELA achievement compared to 49% in 2015-2016. This is a gain of 2.64%.
In the 2016-2017 school year, 43.69% of sixth grade students met or exceeded the overall ELA achievement compared to 48% in 2015-2016. This is a decrease of 4.31%.
2. The goal set for the 2016-2017 School year was at least 51 percent of students would have met or exceeded the standards in ELA for grades 3-6. This goal was met or exceeded in grade five.
3. In the 2016-2017 school year, 36.12% of third grade students met or exceeded the overall ELA achievement which is less than the State average of 46.83%
In the 2016-2017 school year, 46.42% of fourth grade students met or exceeded the overall ELA achievement which is greater than the State average of 40.45%
In the 2016-2017 school year, 33.33% of fifth grade students met or exceeded the overall ELA achievement which is less than the State average of 33.83%
In the 2016-2017 school year, 54.17% of sixth grade students met or exceeded the overall ELA achievement which is greater than the State average of 36.48%

School and Student Performance Data

CAASPP Results (All Students)

Mathematics

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with Scores			% of Enrolled Students Tested		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 3	110	102		106	100		106	100		96.4	98	
Grade 4	130	120		128	118		128	118		98.5	98.3	
Grade 5	126	123		122	122		122	122		96.8	99.2	
Grade 6	98	122		95	120		95	120		96.9	98.4	
All Grades	464	467		451	460		451	460		97.2	98.5	

* The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard Exceeded			% Standard Met			% Standard Nearly Met			% Standard Not Met		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 3	2425.3	2420.1		12	13.00		33	28.00		32	24.00		23	35.00	
Grade 4	2445.4	2461.3		8	13.56		20	25.42		41	39.83		32	21.19	
Grade 5	2482.7	2474.4		12	15.57		16	9.84		30	30.33		41	44.26	
Grade 6	2506.2	2513.7		2	13.33		23	21.67		45	35.00		29	30.00	
All Grades	N/A	N/A	N/A	9	13.91		23	20.87		37	32.61		32	32.61	

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 3	25	26.00		46	35.00		29	39.00	
Grade 4	14	22.03		34	38.14		52	39.83	
Grade 5	15	18.85		32	22.13		53	59.02	
Grade 6	6	16.67		42	45.83		52	37.50	
All Grades	15	20.65		38	35.22		47	44.13	

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 3	25	22.00		48	44.00		26	34.00	
Grade 4	14	20.34		45	50.85		41	28.81	
Grade 5	14	13.11		42	43.44		44	43.44	
Grade 6	7	14.17		61	42.50		32	43.33	
All Grades	15	17.17		48	45.22		37	37.61	

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
Grade 3	15	18.00		64	51.00		21	31.00	
Grade 4	11	21.19		42	44.92		47	33.90	
Grade 5	17	9.84		40	44.26		43	45.90	
Grade 6	9	18.33		66	45.83		24	35.83	
All Grades	13	16.74		52	46.30		35	36.96	

Conclusions based on this data:

1. In the 2016-2017 school year, 51% of third grade students met or exceeded the overall Math achievement compared to 45% in 2015-2016. This is a gain of 6%.
 In the 2016-2017 school year, 38.98% of fourth grade students met or exceeded the overall Math achievement compared to 28% in 2015-2016. This is a gain of 10.98%.
 In the 2016-2017 school year, 25.41% of fifth grade students met or exceeded the overall Math achievement compared to 28% in 2015-2016. This is a decrease of 2.59%.
 In the 2016-2017 school year, 35% of sixth grade students met or exceeded the overall Math achievement compared to 25% in 2015-2016. This is a gain of 10%.
2. The goal set for the 2016-2017 School year was at least 38 percent of students would have met or exceeded the standards in Math for grades 3-6. This goal was met in grades three and four.
3. In the 2016-2017 school year, 51% of third grade students met or exceeded the overall Math achievement which is greater than the State average of 43.9%.
 In the 2016-2017 school year, 38.98% of fourth grade students met or exceeded the overall Math achievement which is less than the State average of 45.06%.
 In the 2016-2017 school year, 25.41% of fifth grade students met or exceeded the overall Math achievement which is less than the State average of 46.54%.
 In the 2016-2017 school year, 35% of sixth grade students met or exceeded the overall Math achievement which is less than the State average of 47.03%.

School and Student Performance Data

CELDT (Annual Assessment) Results

Grade	Percent of Students by Proficiency Level on CELDT Annual Assessment														
	Advanced			Early Advanced			Intermediate			Early Intermediate			Beginning		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
K				***	43		***	29		***	14			14	
1	17	9		42	48		33	33		8	3			6	
2	4	10		22	30		48	50		22	10		4		
3	12	4		41	30		47	35			13			17	
4	15	13		54	38		19	44		12	6				
5	38	28		46	50		15	22							
6	14	22		43	44		43	33							
Total	15	12		40	40		34	36		10	6		1	6	

Conclusions based on this data:

1. Our English Learners scores are consistent with years past.
2. There was an influx of new comers in 2016-2017, which increased those scoring in the Beginning range. These students participated in a new comers program with the ELL teacher and instructional aides.
3. Due to the new ELPAC test coming on line, the CELDT test was not given in the 2017-2018 school year.

School and Student Performance Data

CELDT (All Assessment) Results

Grade	Percent of Students by Proficiency Level on CELDT All Assessments (Initial and Annual Combined)														
	Advanced			Early Advanced			Intermediate			Early Intermediate			Beginning		
	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18	15-16	16-17	17-18
K	2			11	14		26	29		32	26		30	31	
1	15	8		37	45		33	32		15	3			13	
2	3	7		21	26		45	44		28	15		3	7	
3	10	4		33	29		38	32		10	11		10	25	
4	17	9		53	39		20	30		10	13			9	
5	38	30		44	45		19	20						5	
6	11	15		33	46		33	38					22		
Total	11	9		30	33		30	32		18	11		11	15	

Conclusions based on this data:

1. Our English Learners scores are consistent with years past.
2. There was an influx of new comers in 2016-2017, which increased those scoring in the Beginning range. These students participated in a new comers program with the ELL teacher and instructional aides.
3. Due to the new ELPAC test coming on line, the CELDT test was not given in the 2017-2018 school year.

Planned Improvements in Student Performance

School Goal #1

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: English Language Arts
LEA/LCAP GOAL:
Center JUSD Students will be challenged and supported to achieve academic success in a clean safe environment.
SCHOOL GOAL #1:
English Language Arts: For the 2018-19 school year, we will increase the percentage of students who score "standard met" or "standard exceeded" by 3% over the 2016-17 percentage as measured on the California Assessment of Student Performance and Progress (CAASPP). This will bring 50% of our students to "standard met" or "standard exceeded".
Data Used to Form this Goal:
ELA CAASPP data from 2016-2017, CELDT results from 2017-2018 (The 2017-2018 CAASPP results are not yet available.)

Findings from the Analysis of this Data:

School-wide achievement in English Language Arts on the CAASPP was approximately 47% of students scoring at or above "met" standards. Our English Learner subgroup was approximately 39.5% of students scoring at or above "met" standards. Our Socioeconomically disadvantaged student subgroup was approximately 40.75%

CAASPP - English Language Arts: All Students
Students who met or exceeded standards

2015	2016	2017	
Grade 3	40%	48%	48%
Grade 4	49%	37%	47%
Grade 5	49%	49%	52%
Grade 6	45%	48%	44%

CAASPP - English Language Arts: English Learner Students
Students who met or exceeded standards

2015	2016	2017	
Grade 3	32%	42%	38%
Grade 4	39%	17%	39%
Grade 5	21%	53%	38%
Grade 6	17%	16%	44%

CAASPP - English Language Arts: Economically Disadvantaged Students
Students who met or exceeded standards

2015	2016	2017	
Grade 3	35%	42%	40%
Grade 4	39%	29%	41%
Grade 5	47%	41%	47%
Grade 6	39%	43%	35%

How the School will Evaluate the Progress of this Goal:

Daily, weekly, monthly and at the end of each trimester students will be monitored and evaluated for progress towards grade level standards.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Identify at-risk students and target their literacy needs.	August 2018-May 2019	Title 1 Teacher, Classroom Teacher, Collaborative Teacher Groups, Instructional Specialists	Title 1 Teacher	1000-1999: Certificated Personnel Salaries	Title I	86000
Specific Tasks: Using universal screeners, assess at-risk students to determine literacy needs			Title 1 Teacher Taxes and Benefits	3000-3999: Employee Benefits	Title I	15400
Analyze formative and summative assessment data for at-risk students			3 X .4 FTE Instructional Assistants	2000-2999: Classified Personnel Salaries	Title I	34000
Analyze CAASPP data to determine at-risk students			Instructional Assistant Taxes and Benefits	3000-3999: Employee Benefits	Title I	9500
Analyze Illuminate data						
Identify specific literacy needs						

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Plan and implement the literacy intervention plan for at-risk students	August 2018-May 2019	Classroom Teacher, Collaborative Teacher Groups, Before/After School Intervention Teachers	See Goal 1, Action 1 for associated staffing costs.			
Specific Tasks: Select appropriate literacy intervention strategies/ materials for at-risk students using the newly adopted Wonders and Wonder Works curriculum			Select appropriate literacy intervention strategies and materials for at-risk students	4000-4999: Books And Supplies	General Fund	1000
Train staff in Foundational Skills needed for interventions			Implement literacy interventions to meet at-risk students' needs on a daily, weekly, monthly basis	None Specified	None Specified	
Implement literacy interventions to meet at-risk student's needs on a daily, weekly, monthly basis			Moby Max	5000-5999: Services And Other Operating Expenditures	Lottery: Instructional Materials	5180
Provide scaffolds in the classroom to support student needs			WonderWorks	4000-4999: Books And Supplies	District Funded	10,750
Utilize Title 1 Instructional Assistants to push-in to designated workshop slots to support students			Accelerated Reader	5000-5999: Services And Other Operating Expenditures	Lottery: Instructional Materials	4500
Moby Max						
Accelerated Reader Program						
Wonders technology component						
WonderWorks						
AARP/United Way Literacy Tutors 2X per week for 30 min.						

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
<p>Conduct ongoing evaluations based on student outcomes</p> <p>Specific Tasks: Monitor and evaluate student progress on a daily, weekly, monthly basis using formative and summative assessments</p> <p>Adjust/re-evaluate student SMART goals according to their needs and address those needs in workshop using small group/one-on-one interventions</p> <p>The EL Teacher and the classroom teacher re-teach/pre-teach concepts/vocabulary</p> <p>The EL Teacher and uses the Wonders ELD curriculum</p> <p>Collaborative teacher groups give input/suggestions and develop a plan for intervention</p>	August 2018-May 2019	District Curriculum Coordinator, Classroom Teacher, Collaborative Teacher Groups	Teachers will administer Interim Brief Writes to students during the first trimester of school.	None Specified	None Specified	
			Substitutes so Classroom Teachers can hand score Brief Writes	1000-1999: Certificated Personnel Salaries	District Funded	2240
			Substitute Taxes	3000-3999: Employee Benefits	District Funded	395
			Teachers will create SMART goals to address students' needs	None Specified	None Specified	

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Provide Professional Development for teachers in 3rd-6th grades in the use of the CAASPP Interim Assessment Program Conduct ongoing staff development Specific Tasks: MTSS Leadership training and focus on "School wide systems to promote academic success for all students, and offer additional support for all students not meeting success (FIA 3.1)" Teacher collaboration and peer observations Training in SST and SMART goals Train staff in Foundational Skills needed for interventions "Backward Planning" in Wonders	August 2018-May 2019	District Curriculum Coordinator, Classroom Teachers	Substitutes for Peer Observations Taxes for Substitutes	1000-1999: Certificated Personnel Salaries 3000-3999: Employee Benefits	Title I Title I	14700 2948.40
Provide a positive environment conducive to learning with appropriate materials and supplies.	August 2018-May 2019	Principal, Title 1 Teacher	Furniture and materials for Title 1 room	4000-4999: Books And Supplies	Title I	4444

Planned Improvements in Student Performance

School Goal #2

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: English Language Arts
LEA/LCAP GOAL:
Center JUSD Students will be challenged and supported to achieve academic success in a clean safe environment.
SCHOOL GOAL #2:
During the 2018-2019 school year, we will continue with the United Way/AARP Scaling Reading Success Grant. This Grant will bring retired volunteers into the classroom to work with small groups of students who are at-risk in reading literacy. This is a 3 year grant. This is our second year. The extent of the assistance will be determined on the number of volunteers that are available.
Data Used to Form this Goal:
District Universal Screeners, STAR Accelerated Reader Initial Reading Inventory, Fluency Scores, and the availability of the grant.
Findings from the Analysis of this Data:
<p>Approximately 29% of first grade students scored at partial understanding (in the red zone) on the sight word identification portion of the district Universal Screeners. 47% of second graders who took the Oral Reading Fluency portion of the district Universal Screeners were reading 25 wpm or less. In the fall second grade students should be reading 51 wpm.</p> <p>For the 2017-2018 school year, 14 first graders and 9 second graders participated in the United Way/AARP Scaling Reading Success Grant. On average, the first graders increased their High Frequency sight word by 100 words and increased their fluency by 11 words per minute. On average, the second graders increased their fluency by 19 words per minute. Not all the students were able to reach grade level for their fluency, however all but 3 were able to increase their fluency significantly.</p>
How the School will Evaluate the Progress of this Goal:
Daily, weekly, monthly and at the end of each trimester student will be monitored and evaluated for progress towards grade level standards.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
<p>Arrange with United Way for the AARP volunteers to work in 1st-3rd grade classes.</p> <p>Specific Tasks: Meet with United Way/AARP Scaling Reading Success Coordinator.</p> <p>Provide appropriate space for volunteers to work with students.</p> <p>Choose grade levels/teachers to participate based on number of volunteers.</p>	August 2018-September 2018	Principal, United Way coordinator	<p>Participate in recruiting retired volunteers to be trained by United Way</p> <p>United Way will train volunteers</p>	<p>None Specified</p> <p>None Specified</p>	<p>None Specified</p> <p>None Specified</p>	
<p>Identify at-risk students for participation in the United Way/AARP Scaling Reading Success grant.</p> <p>Specific Tasks: Administer district Universal Screeners.</p> <p>Identify at-risk students for participation in the United Way/AARP Scaling Reading Success grant.</p>	August 2018-May 2019	Classroom Teachers Collaborative Teachers Groups	Teachers will assess student needs to identify at-risk students	None Specified	None Specified	

Planned Improvements in Student Performance

School Goal #3

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Mathematics
LEA/LCAP GOAL:
Center JUSD students will be challenged and supported to achieve academic success in a clean safe environment.
SCHOOL GOAL #3:
Mathematics: For the 2018-19 school year, we will increase the percentage of students who score "standard met" or "standard exceeded" by 2% over the 2016-17 percentage as measured on the California Assessment of Student Performance and Progress (CAASPP).
Data Used to Form this Goal:
Math CAASPP data from 2016-2017 McGraw Hill Math Assessments for grades 3-5 CPM Math Assessments for grade 6 Math Fact Fluency

Findings from the Analysis of this Data:

School-wide achievement in Math approximately 35% of students were at or above "met" standards. Our English learner subgroup was approximately 39% of students were at or above "met" standards. The socioeconomically disadvantaged student subgroup was approximately 28.4% of student were at or above "met" standards.

CAASPP - Mathematics: All Students

Students who met or exceeded standards

2015	2016	2017	
Grade 3	30%	45%	41%
Grade 4	41%	28%	39%
Grade 5	23%	28%	25%
Grade 6	30%	26%	35%

CAASPP - Mathematics: English Learner Students

Students who met or exceeded standards

2015	2016	2017	
Grade 3	24%	26%	37%
Grade 4	39%	13%	20%
Grade 5	14%	18%	13%
Grade 6	0%	17%	44%

CAASPP - Mathematics: Economically Disadvantaged Students

Students who met or exceeded standards

2015	2016	2017	
Grade 3	22%	39%	26%
Grade 4	34%	23%	36%
Grade 5	18%	22%	19%
Grade 6	24%	18%	33%

How the School will Evaluate the Progress of this Goal:

Daily, weekly, monthly and at the end of each trimester students will be monitored and evaluated for progress towards grade level standards.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Identify at-risk students and target their areas of weakness in math Specific Tasks: Give the district Universal Screener	August 2018-May 2019	Title 1 teacher, Title 1 Instructional Assistants, Classroom Teachers Collaborative Teachers Groups	See Goal 1, Action 1 for associated staffing costs. Assess at-risk students to determine areas of weakness in math Analyze formative and summative assessment data for at-risk students Identify specific math needs	None Specified None Specified None Specified	None Specified None Specified None Specified	
Plan and implement the math intervention plan for at-risk students	August 2018-May 2019	Title 1 Teacher, Classroom Teachers Collaborative Teachers Groups, Title 1 Instructional Assistants	Select appropriate math intervention strategies and materials for at-risk students Train staff as needed for interventions including MobyMax Intervention teachers Moby Max Implement math interventions to meet at-risk students' needs on a daily, weekly, monthly basis	4000-4999: Books And Supplies None Specified 3000-3999: Employee Benefits 5000-5999: Services And Other Operating Expenditures None Specified	General Fund None Specified District Funded District Funded None Specified	1000 11248

Planned Improvements in Student Performance

School Goal #4

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Non Academic,
LEA/LCAP GOAL:
Center JUSD students will be engaged in their educational process and opportunities.
SCHOOL GOAL #4:
By May of 2019, survey data will show a 2% increase in the number of students feeling safe and connected at school. We will also reduce our days of suspension by 5%.
Data Used to Form this Goal:
2015-2016 California Healthy Kids Survey (5th grade only) 2016-2017 and 2017-2018 Oak Hill Safe School Survey for staff, students, and parents (All staff, all parents, and students in 4th, 5th, and 6th grades.) 2016-2017 and 2017-2018 Suspension rates
Findings from the Analysis of this Data:
Results of the 2015-2016 CHKS states that 68% of 5th grade students feel safe at school, and 70% feel connected at school. The results of the Oak Hill Safe School Survey reported similar data. The results of the 2017-2018 Oak Hill Safe School Survey reported that 68.3% agreed or strongly agreed that they felt safe at school. This is slightly up from 2016-2017 CHKS. However only 64.1% of student agreed or strongly agreed that they felt that they belonged in this school. Another 23.7% were neutral on the subject. In 2016-2017, 40 students had at least 1 day of suspension. Of those 40, eight (8) students had 10 or more days of suspensions. There were a total of 177 days of suspension. In 2017-2018, 36 students had at least 1 day of suspension. Of those 36, three (3) students had 10 or more days of suspension. There were a total of 136 days of suspension. In 2017-2018 we reached our goal of reducing our days of suspension, but we only increased the number of students feeling safe at school by .3%. We will continue working on this goal with the PBIS Program.
How the School will Evaluate the Progress of this Goal:
Data from the California Healthy Kids Survey will be used to evaluate the progress of this goal. This survey is given once every other year. Students were given the survey during the spring of the 2017-2018 school year. The Oak Hill Safe School Survey is given yearly.

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Classroom teachers will identify safety concerns	August 2018-May 2019	Classroom Teachers Collaborative Teachers Groups	Classroom teachers will hold class meetings to identify safety concerns	None Specified	None Specified	
			Classroom teachers will share their findings with their collaborative teacher groups and brainstorm a plan for improvement	None Specified	None Specified	
			Classroom teachers will share the information with the Site Administrator, changes will be implemented	None Specified	None Specified	

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
After school clubs will be offered to address student connectedness	August 2018-May 2019	All Staff	A Garden Club will be offered to students grades 1-6 on a bi-weekly basis	None Specified	None Specified	
			A Spirit Squad will be offered to students in grades 4-6 on a weekly basis	1000-1999: Certificated Personnel Salaries	General Fund	1110.20
			A computer Tech Club will be offered to student in grades 4-6 on a weekly basis	1000-1999: Certificated Personnel Salaries	General Fund	1110.20
			Photography Club will be offered to students in grades 4-6 on a weekly basis	1000-1999: Certificated Personnel Salaries	General Fund	1110.20
			Student Council will be offered to students in grades 2-6 on a monthly basis	1000-1999: Certificated Personnel Salaries	General Fund	1110.20
			GATE Club will be offered to GATE students in grades 4-6 on a weekly basis	1000-1999: Certificated Personnel Salaries	General Fund	1530
			Chess Club will be offered to students in grades 4-6 on a weekly basis.	3000-3999: Employee Benefits	General Fund	1110.20
			Yearbook Club will be offered to student in grades 4-6 on a bi-weekly basis.	3000-3999: Employee Benefits	General Fund	1110.20
			Stipend taxes	3000-3999: Employee Benefits	General Fund	1298.82

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Green Beret Program	August 2018-May 2019	Site Administrator	All students in the 5th grade will be given a 1 day training at the beginning of the year in solving conflicts for the peer mediation program	None Specified	None Specified	
			Teachers in grades 5 and 6 will select students to serve as peer mediators.	None Specified	None Specified	
			Selected students will have rotating duties in order to assist students when they are having a conflict.	None Specified	None Specified	
School Garden	August 2018-May 2019	Classroom teachers	Classes will use the garden for science as well as participate in a recycling program	None Specified	Donations	1000
On site counseling and support are available within the school day.	August 2018-May 2019	School Counselor (0.40 FTE) FTE)	School counselor provides individual crisis support as well as small group counseling	1000-1999: Certificated Personnel Salaries	Title I	32000
			School Counselor taxes and health benefits	3000-3999: Employee Benefits	Title I	9,510
			Child Aide will work with children in the Otter Pals and Toolbox programs	2000-2999: Classified Personnel Salaries	District Funded	13,879
			Child Aide taxes and health benefits	2000-2999: Classified Personnel Salaries	District Funded	3819.50

Planned Improvements in Student Performance

School Goal #5

The School Site Council has analyzed the academic performance of all student groups and has considered the effectiveness of key elements of the instructional program for students failing to meet student performance targets. As a result, it has adopted the following school goals, related actions, and expenditures to raise the academic performance of students not yet meeting state standards:

SUBJECT: Non-Academic
LEA/LCAP GOAL:
Center JUSD families will be engaged and informed regarding their student's educational experience.
SCHOOL GOAL #5:
By May 2018, data will show a 2% increase in the number of families attending school events/activities.
Data Used to Form this Goal:
2015-2016 California Healthy Kids Survey 2015-2016 California School Climate Staff Survey 2016-2017 and 2017-2018 Oak Hill Safe School survey for staff, students, and parents 2017-2018 Parent Needs Assessment: 99.1% of the 240 parents agreed or strongly agreed that Parent involvement is encouraged at Oak Hill. 2017-2018 Parent information Night Sign in Sheets (Total of 197 parents, 9 events) 2017-2018 Parent Conference Attendance Counts (775/786 = 98.6%) 2017-2018 Back to School Ice Cream Social Attendance Counts (57 parents) 2017-2018 Open House Attendance Counts (501/793 = 63%)
Findings from the Analysis of this Data:
Survey data, 70% of students felt connected at school in 2016-2017, Only 63% of students agreed or strongly agreed that they felt connected at school Survey data, 92% of staff feel parents are encouraged to participate in activities, actual participation is less than 80% Low attendance at school events/activities reported through sign-in sheets, However 57.1% of the parents who returned the Needs Assessment said they volunteered at school at least once a year. PTA activities has better attendance.
How the School will Evaluate the Progress of this Goal:
Sign-in sheets for events/activities 2017-2018 California Healthy Kids Survey 2017-2018 California School Climate Staff Survey 2017-2018 Oak Hill Safe School Survey for staff, students, and parents

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount
Staff will reach out to families to invite them to school events/activities	August 2015-May 2016	Classroom Teachers, Site Administrator	Classroom teachers will invite families to events/activities via email, phone, face-to-face, or newsletters	None Specified	None Specified	
			Site Administrator will use the phone messaging system to send out invitations for school events/activities	None Specified	None Specified	
			Monthly Parent information Nights will be held to share information about school programs with parents.	5000-5999: Services And Other Operating Expenditures	Title I	1000
			Monthly School Site Council Meetings, and Bi-yearly ELAC meetings will be held to involve parents in decision making.	5000-5999: Services And Other Operating Expenditures	Title I	1000

Centralized Services for Planned Improvements in Student Performance

The following actions and related expenditures support this site program goal and will be performed as a centralized service. Note: the total amount for each categorical program in this section must be aligned with the Consolidated Application.

Centralized Service Goal #1

SUBJECT: Centralized Services for Planned Improvements in Student Performance in
SCHOOL GOAL #1:

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #2

SUBJECT: Centralized Services for Planned Improvements in Student Performance in
SCHOOL GOAL #2:

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #3

SUBJECT: Centralized Services for Planned Improvements in Student Performance in
SCHOOL GOAL #3:

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #4

SUBJECT: Centralized Services for Planned Improvements in Student Performance in
SCHOOL GOAL #4:

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount

Centralized Services for Planned Improvements in Student Performance

Centralized Service Goal #5

SUBJECT: Centralized Services for Planned Improvements in Student Performance in
SCHOOL GOAL #5:

Actions to be Taken to Reach This Goal	Timeline	Person(s) Responsible	Proposed Expenditure(s)			
			Description	Type	Funding Source	Amount

Summary of Expenditures in this Plan

Total Allocations and Expenditures by Funding Source

Total Allocations by Funding Source		
Funding Source	Allocation	Balance (Allocations-Expenditures)

Total Expenditures by Funding Source	
Funding Source	Total Expenditures
District Funded	42,331.50
Donations	1,000.00
General Fund	11,490.02
Lottery: Instructional Materials	9,680.00
Title I	210,502.40

Summary of Expenditures in this Plan

Total Expenditures by Object Type

Object Type	Total Expenditures
1000-1999: Certificated Personnel Salaries	140,910.80
2000-2999: Classified Personnel Salaries	51,698.50
3000-3999: Employee Benefits	52,520.62
4000-4999: Books And Supplies	17,194.00
5000-5999: Services And Other Operating Expenditures	11,680.00
None Specified	1,000.00

Summary of Expenditures in this Plan

Total Expenditures by Object Type and Funding Source

Object Type	Funding Source	Total Expenditures
1000-1999: Certificated Personnel Salaries	District Funded	2,240.00
2000-2999: Classified Personnel Salaries	District Funded	17,698.50
3000-3999: Employee Benefits	District Funded	11,643.00
4000-4999: Books And Supplies	District Funded	10,750.00
None Specified	Donations	1,000.00
1000-1999: Certificated Personnel Salaries	General Fund	5,970.80
3000-3999: Employee Benefits	General Fund	3,519.22
4000-4999: Books And Supplies	General Fund	2,000.00
5000-5999: Services And Other Operating	Lottery: Instructional Materials	9,680.00
1000-1999: Certificated Personnel Salaries	Title I	132,700.00
2000-2999: Classified Personnel Salaries	Title I	34,000.00
3000-3999: Employee Benefits	Title I	37,358.40
4000-4999: Books And Supplies	Title I	4,444.00
5000-5999: Services And Other Operating	Title I	2,000.00

Summary of Expenditures in this Plan

Total Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	191,057.40
Goal 3	12,248.00
Goal 4	69,698.52
Goal 5	2,000.00

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

Name of Members	Principal	Classroom Teacher	Other School Staff	Parent or Community Member	Secondary Students
Patricia Spore	X				
Mary Ann Wilson		X			
Randi Phillips		X			
Kira Jennings			X		
Julie Miranda				X	
Angie Spore				X	
Pedro Martinezmoles				X	
Sherri Green				X	
Numbers of members of each category:	1	2	1	4	

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The school site council (SSC) recommends this school plan and Proposed Expenditure(s) to the district governing board for approval and assures the board of the following:

1. The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.
2. The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the Single Plan for Student Achievement (SPSA) requiring board approval.
3. The SSC sought and considered all recommendations from the following groups or committees before adopting this plan **(Check those that apply):**

State Compensatory Education Advisory Committee

Signature

X English Learner Advisory Committee

Signature

X Special Education Advisory Committee

Signature

X Gifted and Talented Education Program Advisory Committee

Signature

District/School Liaison Team for schools in Program Improvement

Signature

Compensatory Education Advisory Committee

Signature

Departmental Advisory Committee (secondary)

Signature

Other committees established by the school or district (list):

Signature

4. The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.
5. This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.
6. This SPSA was adopted by the SSC at a public meeting on Oct. 26, 2017.

Attested:

Patty Spore

Typed Name of School Principal

Signature of School Principal

Date

Pedro Martinezmoles

Typed Name of SSC Chairperson

Signature of SSC Chairperson

Date

7-11-18

Center Joint Unified School District

		AGENDA REQUEST FOR:	
Dept./Site:	Oak Hill Elementary	Action Item	<u>X</u>
To:	Board of Trustees	Information Item	<u> </u>
Date:	7/11/2018	# Attached Pages	<u>24</u>
From:	Patricia Spore		
Principal/Administrator Initials: <u>P.S.</u>			

SUBJECT: Oak Hill Title 1 All-School Plan
 Oak Hill has created a Title 1 All-School Plan in the hopes of receiving Title 1 funding for the 2018-2019 school year.

RECOMMENDATION: The CJUSD Board of Trustees approve the Oak Hill Title 1 All-School Plan

CONFIDENTIAL

Title 1
School-Wide Plan



Oak Hill Elementary School
Center Joint Unified School District

2018 - 2019

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Appendix A: Single Plan for Student Achievement

**Oak Hill Elementary
Center Joint Unified School District**

Title 1 Team Members

Final review and approval of our school plans, including the Schoolwide Title One Plan, will be given by our School Site Council:

Patricia Spore, Principal

Marci Phillips, Teacher

Jenny Yrigollen, Teacher

Pedro Martinezmoles, Parent

Julie Miranda, Parent

Sherri Green, Parent

Oak Hill Elementary
Center Joint Unified School District

Mission Statement

Oak Hill Elementary strives to be a community of life-long learners where the support of parent, community, staff, and peers will provide a safe, friendly, caring environment where each person will flourish, take risks, be secure and grow in knowledge, confidence, love, and respect.

Vision Statement

At Oak Hill we believe that all people:

- can learn and grow
- learn and teach best in a positive, supportive, and trusting environment
- have potential and unique talents and styles to contribute

In this environment, we envision that we and our students will:

- be responsible, empowered, self motivated, productive learners and decision-makers
- value and respect ourselves and others
- cooperate and communicate as a member of a team and assume appropriate leadership roles
- cultivate a balance of academic, social, physical, and emotional growth
- play an active role in the technological world
- demonstrate global awareness

At Oak Hill, we are a community who believes that education is the key to success in preparing for the future.

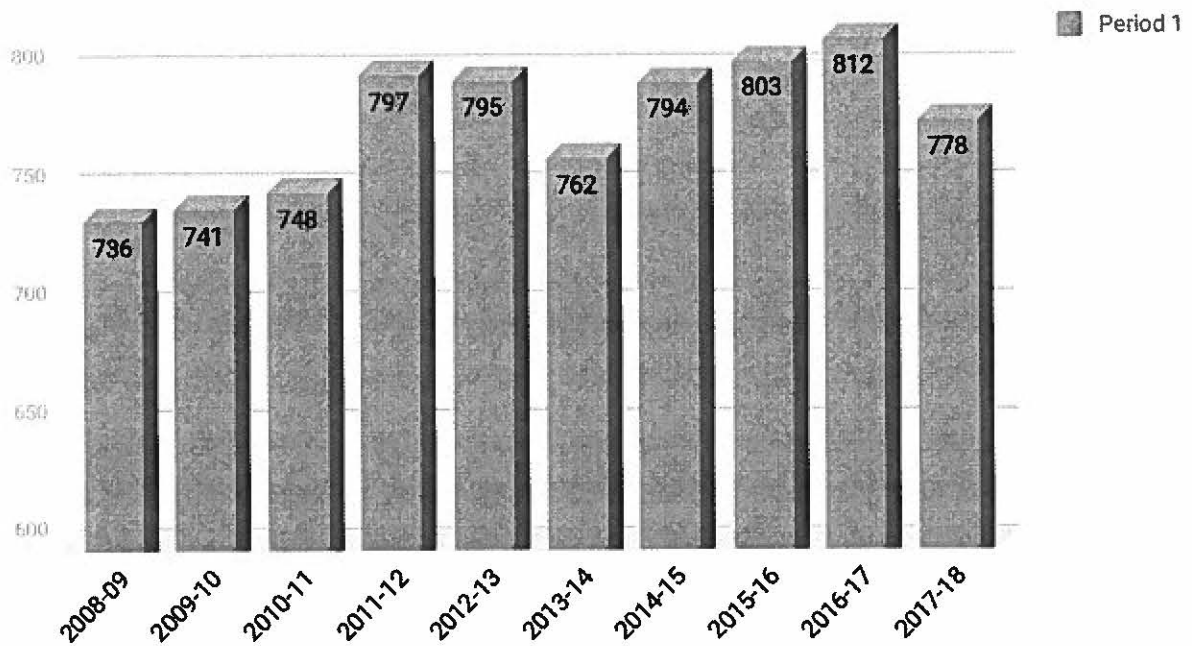
Otter Oath

Be Safe, Be Responsible, Be Respectful, and Be Ready

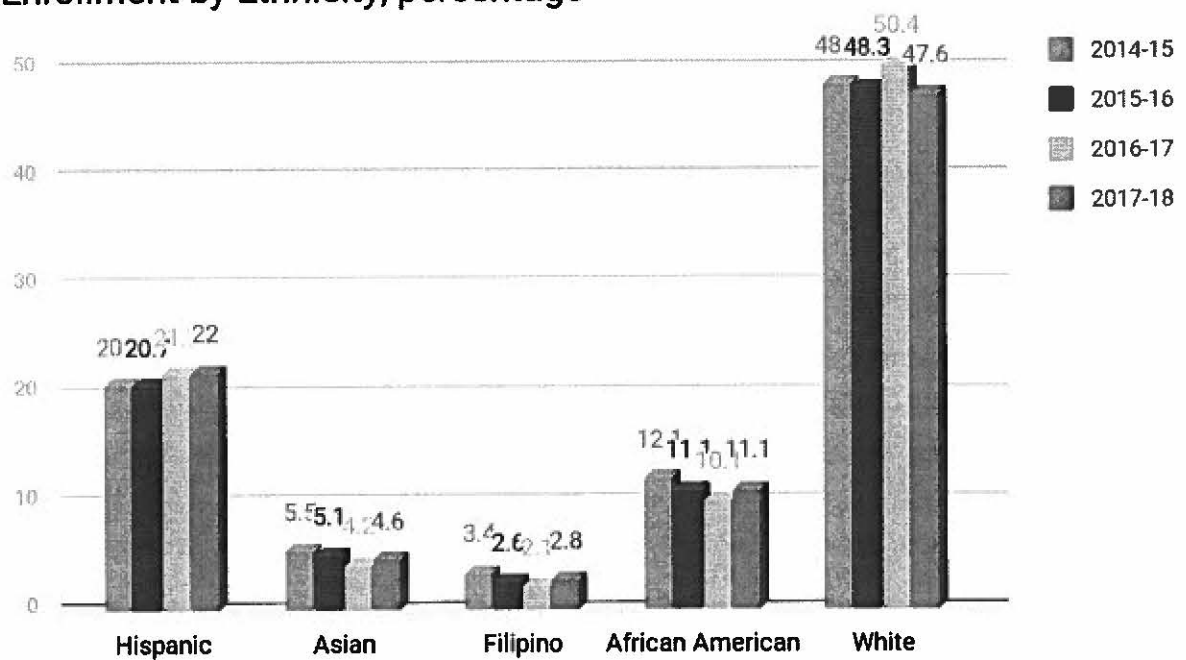
School Profile

Oak Hill Elementary School is one of four elementary schools in Center Joint Unified School District. We are located in the center of Antelope, a dynamic community of economic and social diversity. Oak Hill Elementary opened in 1994 and serves students in transitional kindergarten through sixth grade following a traditional calendar. At the end of the 2017-2018 school year, 793 students were enrolled, including 10.71% in special education, 26.36% qualifying for English Language Learner support, and 63.18% qualifying for free or reduced price lunch. Due to growth in the geographic area and an increase in families from culturally and ethnically diverse backgrounds, Oak Hill's student population has undergone many changes over the past several years. The most noticeable increase has been in the number of socio-economically disadvantaged students. This change can be attributed to the economic difficulties the country has experienced in the recent past such as exhibited by a fall in the housing market.

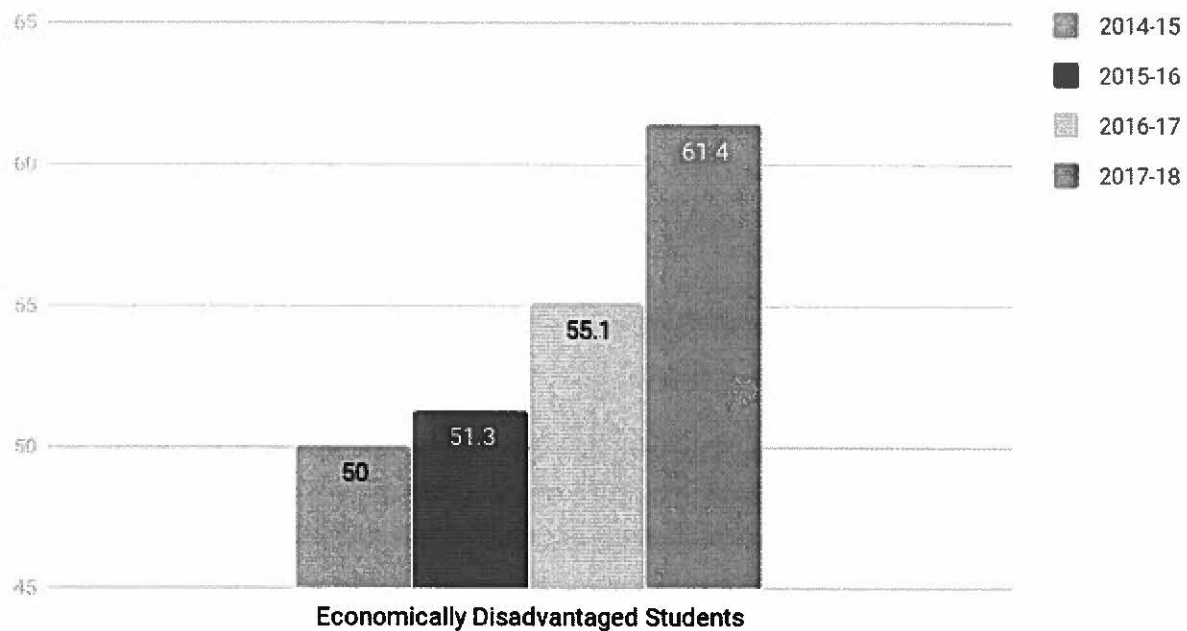
Enrollment Trend



Enrollment by Ethnicity, percentage



Economically Disadvantaged Students, percentage



Ten Components of the Schoolwide Plan

1. Comprehensive Needs Assessment

During the comprehensive needs assessment process, data was collected from staff surveys, student surveys, and parent surveys. This data was analyzed as was student achievement data, demographic data, discipline data, and attendance records. With this information, the planning team developed schoolwide reform strategies that focus on academic achievement and the emotional well-being of all students.

Our data indicates that there are needs in the academic areas of English Language Arts and mathematics. We found that our economically disadvantaged sub group needs additional support in in both areas.

The Title 1 team concluded that Oak Hill Elementary lacks Tier 2 interventions for students who are not designated special education, but need more support than can be provided in the classroom. Parents and staff feel that more emotional support for our students should be made a priority.

Student Achievement Data

The California Assessment of Student Performance and Progress (CAASP), also called the Smarter Balanced Summative Assessment, was administered to enrolled 3rd, 4th, 5th, and 6th grade students for English Language Arts (ELA) and mathematics. In addition in 2016-2017, California Science Test (CST) field test was administered to all 5th grade students for science.

CAASPP Test Results in ELA and Mathematics Comparison

3rd Grade	ELA 14-15	ELA 15-16	ELA 16-17	Math 14-15	Math 15-16	Math 16-17
Not or Nearly Met	60%	52%	52%	70%	55%	59%
Standard Met or Exceeded	40%	48%	48%	30%	45%	41%

4th Grade	ELA 14-15	ELA 15-16	ELA 16-17	Math 14-15	Math 15-16	Math 16-17
Not or Nearly Met	51%	63%	53%	59%	72%	61%
Standard Met or Exceeded	49%	37%	47%	41%	28%	39%

5th Grade	ELA 14-15	ELA 15-16	ELA 16-17	Math 14-15	Math 15-16	Math 16-17
Not or Nearly Met	51%	51%	48%	76%	71%	75%
Standard Met or Exceeded	49%	49%	52%	23%	28%	25%

6th Grade	ELA 14-15	ELA 15-16	ELA 16-17	Math 14-15	Math 15-16	Math 16-17
Not or Nearly Met	55%	53%	56%	70%	74%	65%
Standard Met or Exceeded	45%	48%	44%	30%	26%	35%

The CAASP data shows that Oak Hill's students have made limited or no growth in the past three years in meeting state standards. More than 50% of students are Not Meeting / Nearly Meeting standards in ELA or Mathematics.

State/County/District/Site Comparisons for 2016-2017 ELA and Math Results

3rd Grade	ELA 16-17 State	ELA 16-17 County	ELA 16-17 District	ELA 16-17 OH	Math 16-17 State	Math 16-17 County	Math 16-17 District	Math 16-17 OH
Not or Nearly Met	56%	60%	58%	52%	53%	57%	65%	59%
Standard Met or Exceeded	44%	40%	42%	48%	47%	43%	35%	41%

4th Grade	ELA 16-17 State	ELA 16-17 County	ELA 16-17 District	ELA 16-17 OH	Math 16-17 State	Math 16-17 County	Math 16-17 District	Math 16-17 OH
Not or Nearly Met	55%	59%	55%	53%	60%	62%	65%	61%
Standard Met or Exceeded	45%	41%	45%	47%	40%	38%	35%	39%

5th Grade	ELA 16-17 State	ELA 16-17 County	ELA 16-17 District	ELA 16-17 OH	Math 16-17 State	Math 16-17 County	Math 16-17 District	Math 16-17 OH
Not or Nearly Met	53%	57%	55%	48%	66%	69%	78%	75%
Standard Met or Exceeded	47%	43%	45%	52%	34%	31%	22%	25%

6th Grade	ELA 16-17 State	ELA 16-17 County	ELA 16-17 District	ELA 16-17 OH	Math 16-17 State	Math 16-17 County	Math 16-17 District	Math 16-17 OH
Not or Nearly Met	53%	56%	53%	56%	64%	64%	68%	65%
Standard Met or Exceeded	47%	44%	47%	44%	36%	36%	32%	35%

Based on this data, all grades except 4th are at or below the state and county average with limited growth or no growth in the areas of Standard Met or Exceeded.

Economically Disadvantaged (ED) vs. Not Economically Disadvantaged Students

3rd Grade	ELA 16-17 ED	ELA 16-17 Non	Math 16-17 ED	Math 16-17 Non
Not or Nearly Met	60%	42%	74%	40%
Standard Met or Exceeded	40%	58%	26%	60%

4th Grade	ELA 16-17 ED	ELA 16-17 Non	Math 16-17 ED	Math 16-17 Non
Not or Nearly Met	59%	46%	64%	56%
Standard Met or Exceeded	41%	54%	36%	44%

5th Grade	ELA 16-17 ED	ELA 16-17 Non	Math 16-17 ED	Math 16-17 Non
Not or Nearly Met	53%	42%	81%	65%
Standard Met or Exceeded	47%	58%	19%	35%

6th Grade	ELA 16-17 ED	ELA 16-17 Non	Math 16-17 ED	Math 16-17 Non
Not or Nearly Met	65%	46%	67%	63%
Standard Met or Exceeded	35%	54%	33%	37%

The data shows that Oak Hill's Economically Disadvantaged students are struggling to meet or exceed standards in ELA and mathematics. Most concerning is that only 19% of our Economically Disadvantaged 5th grade students met or exceeded state mathematics standards and only 26% of our Economically Disadvantaged 3rd grade students met or exceeded state mathematics standards.

Demographic Comparison

	Total	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races
Oak Hill Elementary	778	11.1%	0.6%	4.6%	2.8%	22%	1.3%	47.6%	10%
Center Joint Unified	4,332	11.2%	0.6%	6.4%	3%	26.4%	1.1%	44.3%	6.8%
Sacramento County	24,5906	11.7%	0.7%	14.3%	2.8%	31.1%	1.4%	30.8%	6.6%
State Wide	6,220,413	5.5%	0.5%	9.2%	2.4%	54.3%	0.5%	23.2%	0.9%

At the end of the 2017/2018 school year, Oak Hill had 778 students enrolled. The student population is composed of 10.71% identified special education students, 26.36% identified English Language Learners, and 63.18% qualified for free or reduced priced lunch.

CELDT 16-17 Scores (K-6)

Performance Level	K	1	2	3	4	5	6
Advanced	3 (0%)	3 (9%)	2 (10%)	1 (4%)	2 (13%)	5 (28%)	2 (22%)
Early Advanced	3 (43%)	16 (48%)	6 (30%)	7 (30%)	6 (38%)	9 (50%)	4 (44%)
Intermediate	2 (29%)	11 (33%)	10 (50%)	8 (35%)	7 (44%)	4 (22%)	3 (33%)

Early Intermediate	1 (14%)	1 (3%)	2 (10%)	3 (13%)	1 (6%)	(0%)	(0%)
Beginning	1 (14%)	2 (6%)	(0%)	4 (17%)	(0%)	(0%)	(0%)
Number Tested	7 (100%)	33 (100%)	20 (100%)	23 (100%)	16 (100%)	18 (100%)	9 (100%)

Oak Hill's student population is composed of 26.36% English learners. CELDT scores are from the 2016-2017 school year due to the transition to the ELPAC.

Student Attendance and Discipline

	2014-2015	2015-2016	2016-2017	2017-2018
Max Enrollment	796	815	813	793
Attendance Average %	96.1%	95.5%	95.3%	95.1%
# of Students Habitually Truant *Habitually Truant = 9 or more unexcused absences	0	2	4	9
Incidents of Suspension	105	100	168	136
# of Individual Students Suspended	28	30	40	36

The number of students habitually truant, suspended, and the incidents of suspension increased in the 2016-2017 school year, demonstrating a need for additional behavioral supports for students. Positive Behavior Interventions and Supports (PBIS) Tier 1 was implemented at Oak Hill Elementary in 2017-2018 resulting in a decrease in the number of incidents of suspensions and the number of individual suspended. Although the number of incidents of suspension decreased in 2017-2018, the parent and teacher

needs assessment survey administered in May, 2018 showed student behavior as a concern.

2. School-Wide Reform Strategies

The school wide plan for Oak Hill Elementary is aligned with Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) and will increase the quality and quantity of instruction, using research based methods and strategies.

A full-time Title One Coordinator (teacher) will be employed to oversee the program, create necessary documents, assist to create and monitor students' SMART goals, initiate parent contact, and assist in organizing needed professional development for staff.

A Title 1 Learning Center will be created to address the needs of students requiring Tier 2 interventions. In the Title 1 Learning Center, the full-time credentialed teacher, as well as one full-time instructional aide and one part-time instructional aide, will work with small groups of students who have yet to master CCSS in ELA and mathematics. The groups will consist of any individual student who has yet to meet proficiency as well as the Economically Disadvantaged sub-group of students who fail to meet adequate yearly progress as documented on the CAASP. Entering and exiting criteria will be established using Universal Screener data, My Math and Wonders assessments, and CAASP scores. Kindergarten, first, and second grade students will be screened and selected based on their needs in the following areas: phonemic awareness, letter and sound recognition, and blending skills. The Learning Center will also be part of the extended instruction which will take place before school.

Classroom teachers will continue to use the district adopted curriculum which is aligned to CCSS, in addition to the Accelerated Reading program, Moby Max, and Wonder Works to further support students' individual needs.

Positive Behavior Interventions and Supports (PBIS) will be utilized for behavior interventions, and training will continue for addressing the needs of Tier 2 and Tier 3 students. Oak Hill is in Year 2 of implementing PBIS. The purpose of schoolwide PBIS is to establish a climate in which appropriate behavior is the norm by having clear behavioral expectations which are explicitly taught to students and acknowledged by all staff.

A counseling program will be further developed at Oak Hill Elementary to support our students' behavioral and emotional needs. Currently, Oak Hill Elementary has a counselor one day per week. Due to the funding source, the counseling services provided are limited to McKinney Vento students. Title 1 funds will be used to employ the counselor for an additional two days. This would allow for the counselor to service a larger number of students in individual or group sessions. The counselor will work with students in the areas of peer relations, anger management, and grief. The counselor will assist staff with behavior support strategies, classroom management techniques, and provide resources to families.

Oak Hill Elementary will continue to utilize its current Tier 1 Social Emotional Learning (SEL) programs: Second Step, Healthy Play, and Safe School Ambassadors as meeting the social and emotional needs of our students was a prominent concern found on the staff needs assessment survey.

3. Provide Instruction by Highly Qualified Staff

All teachers at Oak Hill Elementary are fully credentialed and have met the qualifications to be considered "Highly Qualified," including possession of a Bachelor's degree, an appropriate California teaching credential, and demonstrated competence in core academic subjects. In addition, all new teachers participate in Beginning Teacher

Support and Assessment (BTSA) for 2 years with a mentor teacher in order to clear their teaching credential.

The Center Joint Unified District Office personnel are responsible for ensuring that, prior to hiring, applicants meet all state and federal requirements for “highly qualified” status.

4. High Quality, Ongoing Professional Development for 2018-2019

Oak Hill's staff will receive ongoing professional development that is aligned with the comprehensive needs assessment and within the goals of our school-wide plan. Staff development occurs during weekly staff meetings, site early out days, district professional development days, and other additional professional development opportunities such as:

- Monthly district EL training for EL teachers
- Monthly trainings for Instructional Assistants
- Monthly Special Education trainings for RSP Teachers
- District Wonders Cadre for instructional leadership - in correspondence with our ELA Wonders curriculum (4 full days in 2018-2019), 3 teachers will be attending and bringing back information to share with the rest of the staff.
- Routines from the Wonders Instructional Routines handbook are explained and modeled by Oak Hill's Leadership Team across all grade levels at staff meetings.
- PBIS Tier II training - members will attend courses at PCOE (Placer County Office of Education) in PBIS Tier II Plus

Other scheduled trainings for 2018-2019 include:

- Wonders Training for New Employees
- Pro-Act Training
- Strategies for Working with AD/HD Students
- Suicide Prevention

All teachers will also be participating in Peer Observation. This is an opportunity for each teacher to observe other teachers once per trimester, with the goal of improving teaching effectiveness and student success. Teachers will look for best practices being used in other classrooms to implement in their own classrooms.

5. Strategies to Attract Highly Qualified Teachers

We currently have a full teaching staff, but our Human Resources department attended a job fair at Sacramento State University to recruit new highly qualified teachers.

To retain our current teaching staff, we maintain a safe and welcoming work environment on site. Center Joint Unified School District offers competitive salary and benefit packages. The district adjusted the salary schedule last year to be competitive with other surrounding districts.

Center Joint Unified teachers are included in the decision making process regarding district curriculum and district planning.

6. Create Strategies to Increase Parent Involvement

At Oak Hill Elementary, parents are involved in the planning and implementation of Title 1 programs. A needs assessment survey was given to parents in May, 2018. The information gained from the surveys and the input from the Title 1 Team parent members helped to determine how the Title 1 funds will be allocated. In addition to monthly Title 1 Team meetings, a comprehensive needs assessment will be given to all parents yearly to assess and improve our current program.

Oak Hill Elementary increases parent involvement using fliers, robo calls, and marque to inform parents of important upcoming events such as:

- Back to School Meet and Greet Ice Cream Social where students find their classroom for the upcoming year and meet their new teacher.
- Parent Teacher Conferences. All students are scheduled a conference in October and at-risk students again in January / February.
- Green folders are utilized weekly (Thursday) for all school communication including informational flyers, student work, and additional communication. Any paperwork needing to be returned comes back to school in the same folder on Fridays.
- Monthly Parent Information Nights are presented by the Principal.
- Parents are notified of Otter Day assemblies, performances, Spelling Bee, Geography Bee, 4th grade Science Fair, 5th grade History Wax Museum, and 6th grade Ancient Artifact Museum
- Monthly family activities including Kindergarten Holiday Performance, Transitional Kindergarten Spring Performance, Family Reading Night, and STEAM Night.
- Otter Outlook is available for parents to view on-line.

Oak Hill's active Parent Teacher Association (PTA) provides many activities for family involvement. Examples include: Pancake Breakfast, Trunk or Treat, movie nights, Fall Festival, as well as participation in fall and spring fundraisers. The PTA also offers scholarships to help parents with the high cost of being cleared by the district to chaperone on field trips and help in the classroom.

7. Develop plans to Assist in Transitions

In April of each year, Oak Hill holds Kindergarten registration. This is an opportunity for parents to have questions answered and make connections with key personnel. This time is also used as a screening to better provide early intervention resources to families. During the screening, students meet with a kindergarten teacher to

demonstrate beginning literacy and math skills, fine and gross motor skills, and language skills.

Every August, Oak Hill hosts a Kindergarten Orientation in an effort to alleviate anxiety at the beginning of school for parents and students.

Oak Hill offers Transitional Kindergarten (TK). TK is an educational opportunity for children who turn five between September, 2 and December, 2. It is the first phase of a two-year Kindergarten program that uses age-appropriate curricula aligned to the Common Core State Standards.

Families are invited through robo calls, fliers, and Oak Hill's marque to attend the Back to School Ice Cream Social the evening before school starts to locate their child's new classroom and meet the teacher in a fun and relaxed environment.

Transitional IEP meetings are scheduled with parents for all incoming preschool students and exiting sixth grade students with a current IEP.

Towards the end of the school year, Oak Hill 6th grade students visit Wilson C. Riles Middle School for an orientation and tour.

All grade levels participate in "Moving Up" Day during which students spend time with a teacher of the next grade level to learn what will be expected and what activities will occur.

For students who still have difficulty transitioning to school, our counselor will provide additional support.

8. Teacher Involvement in Decision Making Process:

Teachers use a variety of formative and summative assessments to determine the academic needs of our students. Some of these include Wonders, My Math, and CPM diagnostic, chapter, and unit tests, CAASP scores, Accelerated Reading placement, Moby Max progress, San Diego Quick, reading and math fluency, and observation. This data will be used to determine eligibility for Title 1 interventions.

Teachers also utilize weekly collaboration time to discuss and analyze student data in order to inform instruction and make necessary alignment and revisions to the curriculum. Grade levels identify individual students in need of behavioral or academic interventions and work collaboratively to determine best strategies and resources. Collaboration is by grade level (district and site) and across grade levels.

Oak Hill implemented a Leadership Team composed of one teacher from each grade level, as well as both administrators. The team meets every other Friday to discuss, give input, and/or make decisions to meet targeted academic and behavioral needs of students. Our Leadership Team brings ideas and decisions to grade level collaboration for further teacher input prior to making a decision.

Teachers from Oak Hill have been and continue to be on a number of district committees such as piloting and choosing new curriculum.

9. Conduct Activities to Ensure Students Receive Effective, Timely, Additional Assistance

- Early in the year, teachers use Universal screeners in ELA and mathematics for Kindergarten through 6th grade. They also give a Math Inventory Test. Teachers use this information to put together classroom intervention strategies and SMART goals. Further diagnostic tests are given if teachers deem necessary.

- SMART goals are developed and discussed with parents. They are monitored for a period of up to six weeks and modified as needed.
- Student Success Plan is developed if necessary, which may include additional classroom strategies, SMART Goals, Title 1 Learning Center, and counseling opportunities.
- Parent Conferences are held twice a year to review classroom academic and behavioral interventions with families and make any necessary modifications.
- Report Cards are sent home at the end of each trimester. Intervention strategies are included in the comment section and progress will be evaluated.
- Information from informative and summative assessments will continuously be used to monitor students' progress and discussed at grade level collaboration.
- Families of students who are at risk of retention will be notified and a Student Study Team meeting will be arranged.
- Center Unified Family Resource Center is available to assist with items such as glasses, school supplies, and counseling referrals.
- United Way/AARP volunteers work with small groups of first and second graders for reading interventions.

10. Coordinate and integrate Federal, State, and Local Services and Programs:

Oak Hill Elementary School coordinates and integrates the appropriate use of funds from district and site general funds, Lottery, and Title 1 funds, to provide students and other stakeholders the support necessary to achieve our school mission and goals as outlined in our Single Plan for Student Achievement and Local Control Accountability Plan.

Gifted and Talented Education (GATE) funds from the district are used to offer GATE students an after school extended learning program.

Project Lead the Way (PLTW) is funded through district and site funds. PLTW provides students with hands on real world learning experiences in mathematics and engineering.

Oak Hill Title 1
Budget
2018-2019

Title 1 Certificated Teacher	\$86,000
Title 1 Teacher: Taxes and Benefits	\$15,400
3 X .4 FTE Instructional Assistants	\$34,000
Instructional Assistants: Taxes	\$9,500
.4 FTE School Counselor	\$32,000
School Counselor: Taxes and Benefits	\$9,510
Parent involvement Expenditures	\$2,000
Math Curriculum Materials	\$1,000
Furniture and Materials to set up Title 1 room	<u>\$3444</u>
Total	\$192,854

(Amounts for staffing are approximate until staff is hired and actual amounts can be verified)

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

Date: August 15, 2018

Action Item X

To: Board of Trustees

Information Item

From: Craig Deason, Asst. Superintendent

Attached Pages 4

Asst. Superintendent Initials: CD

SUBJECT: Memorandum of Understanding – Antelope American Youth Soccer Organization

The Facilities and Operations Department would like the Board to ratify the approval of the Memorandum of Understanding (MOU) between Antelope American Youth Soccer Association and the Center Joint Unified School District to provide use of classroom 40 for meeting and training purposes and classroom 41 for restroom use at the Center Joint Unified School District Annex.

The term of this MOU is July 1, 2018 through June 30, 2019. The term will automatically renew thereafter on an annual basis unless otherwise terminated according to the terms of this MOU.

Payment to the District will be semi-annually at \$1,800.00 per payment (\$300.00 a month).

RECOMMENDATION: That the Board of Trustees ratifies the approval of the Memorandum of Understanding (MOU) with Antelope American Youth Soccer Association.

CONSENT AGENDA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Antelope American Youth Soccer Organization, (hereinafter, "AYSO"), and the Center Joint Unified School District, (hereinafter "District"). (collectively "Parties").

1. Purpose

The purpose of this MOU is to outline the rights and obligations of the Parties for the use of classroom 40 for meeting and training purposes and classroom 41 for restroom use at the Center Joint Unified School District Annex located at 3243 Center Court Lane Antelope, CA 95843

2. Term

The term of this MOU is July 1, 2018 through June 30, 2019. The term will automatically renew thereafter on an annual basis unless otherwise terminated according to the terms of this MOU.

3. Termination

This MOU may be terminated, with a June 30 effective date, at anytime by either party with written notice of intent to terminate. A notice of intent to terminate the MOU must be submitted to the other party no later than the Fifteenth (15th) day of February of each calendar year. Either party may terminate this MOU for any material breach of the provisions found herein if written notice is given to the offending party informing them of the breach and the material breach is not cured within twenty (20) days from receipt of the written notice.

4. Responsibilities of Parties

a. District will:

- i. Provide exclusive use of classroom space and shared access to other appropriate areas at District Office Annex
- ii. Maintain classrooms, restrooms, premises, and alarm and communication systems in good order and working condition sufficient to ensure the safety and well being of AYSO staff and trainees utilizing the District's buildings and facilities.
- iii. Provide keys for use by AYSO facility staff.

- iv. Assure AYSO that all of the District's employees have been cleared of serious or violent felonies before they have any contact with pupils.

b. AYSO will:

- i. Provide all classroom furniture and materials needed for the AYSO program.
- ii. Use the facilities only for instructional purposes by AYSO staff
- iii. Keep classrooms and premises in a neat and orderly manner.
- iv. Adhere to all District and school policies and regulations.
- v. Pay the District an annual fee of \$3,600 (Three Thousand, Six Hundred Dollars) for the custodial, maintenance, and operation of the facilities. (\$300 per month)

5. Indemnity and Hold Harmless

Each party hereto will defend, indemnify, and hold harmless the other party, its officers, agents, employees and representatives, against any and all liability, costs, losses, damages, expenses, attorneys' fees, causes of action, claims or judgments, arising out of or in any way connected with any negligence or wrongful acts or omissions of the indemnifying party, its officers, agents, and employees, in performing or failing to perform any work, services, or functions provided for or referred to or in any way connected with the performance of this MOU.

6. Insurance

As part of, but without limiting the hold harmless agreement, AYSO and District shall each carry during the term of the MOU, a comprehensive general liability and property damage insurance policy in the amount of one million dollars (\$1,000,000.00) per occurrence. A certificate of insurance shall be filed with both Parties prior to the commencement of this MOU. Furthermore, each party will be responsible for naming the other party, and in their capacity as such, its officers, agents, and employees as additional insured in said policy.

7. Independent Contractor Status

The Parties hereto agree that the relationship between them created by this agreement is that of independent contractors. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers' compensation coverage, and other benefits of any kind, as required by law, for its own employees.

8. Notices

All written notices, reports and other written communications under this MOU shall be deemed effective upon their deposit in the United States Mail, postage prepaid, and addressed as follows:

Notice to AYSO:
Mark Rubick
Antelope American Youth Soccer Organization
Organization Regional Commissioner
7909 Walerga Road #112-156
Antelope, CA 95843

Notice to District:
Craig Deason
Center Joint Unified School District 8408 Watt
Avenue
Antelope, CA 95843

9. Entire Agreement

This MOU contains the entire agreement between the Parties. It supersedes any and all other agreements, either oral or in writing between the Parties with regard to its subject matter and no other statement or promise relating to the subject matter of the MOU that is not contained in this document shall be valid or binding.

10. Amendments

The provisions of the MOU may be altered, amended, or changed only by mutual agreement of both Parties, executed in writing, and signed by both Parties.

11. Assignment

This MOU and the rights and responsibilities under it shall not be assigned in whole or in part without the written consent of both Parties.

12. Governing Law

This MOU shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the laws of the State of California. Any legal proceedings arising out of or relating to this MOU shall be brought in Sacramento County, California.

13. Severability

In the event that any portion of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this MOU shall continue in full force and effect.

14. Counterparts

This MOU may be executed in counterparts and each shall be deemed an original and taken together, shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

15. Non-Waiver

A waiver of any breach of any term or provision of this MOU shall be in writing and shall not be considered breach of this MOU.

DATE: 6/27/18

ANTELOPE AMERICAN YOUTH SOCCER ORGANIZATION

By: Mark Rubick
Print: Mark Rubick
Title: Regional Commissioner

DATE: 6/27/18

CENTER JOINT UNIFIED SCHOOL DISTRICT

By: Scott A. Loehr
Print: Scott A. Loehr
Title: Superintendent

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 15, 2018

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 2

Assist. Supt. Initials: CD

SUBJECT: Ratify Amendment #1 to Contract with Nacht & Lewis, Inc. for the Center High School Financial Hardship Modernization Project

The Facilities and Operations Department requests ratification of the approval to the contract with Nacht & Lewis, Inc., for the Center High School Financial Hardship Modernization Project. Amendment #1 will do the following:

A) The Total Fee is not-to-exceed Nine Hundred Four Thousand, Five Hundred Fifty and NO/100 Dollars (\$904,550.00).

B) The Total Fixed Fee for Basic and Professional Services not-to-exceed Eight Hundred Eighty-Six Thousand, Five Hundred Fifty and NO/100 Dollars, (\$886,550.00).

C) The Total Fixed Fee for a Topographic Survey not to exceed Thirteen Thousand and NO/100 Dollars (\$13,000.00).

D) The Total Reimbursable Allowance not-to-exceed Five Thousand and NO/100 Dollars (\$5,000.00).

E) The total cost to the District for the Services described in this Agreement shall not exceed the above amount without the written agreement of the District.

RECOMMENDATION: That the Board of Trustees ratifies Amendment #1 to the contract with Nacht & Lewis for the Center High School Financial Hardship Modernization Project.

CONSENT AGENDA

Contract Amendment #1 – June 1, 2018

Center High School Financial Hardship Modernization Project

Agreement dated May 3, 2018 between CENTER JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and NACHT & LEWIS ("ARCHITECT"), collectively as the "PARTIES" for schematic design, design development, and construction document services in connection with the Center High School Hardship Modernization Project ("PROJECT").

This Amendment revises the ARCHITECT's allocation of the Total Fixed Fee as described in Article X and Exhibit "B".

REVISE ARCHITECT Fees within EXHIBIT "B" to read as follows:

- A. The Total Fee is not-to-exceed Nine Hundred Four Thousand, Five Hundred Fifty and NO/100 Dollars, (\$904,550.00). Included in this not-to-exceed fee is the sum of the Total Fixed Fee for the Basic and Professional Services described in Article X, a Total Fixed Fee for Topographic Survey, and a Reimbursable Expense Allowance as described in Article XI.
- B. The Total Fixed Fee for Basic and Professional Services not-to-exceed Eight Hundred Eighty-six Thousand, Five Hundred Fifty and NO/100 Dollars, (\$886,550.00). Following is the allocation of the Total Fixed Fee for Basic and Professional Services as described in Article X:
 - 1. Compensation for Basic Services: The DISTRICT shall compensate ARCHITECT for performing the services, as follows:
 - a. 10% of Fixed Fee or \$88,655 for Schematic Design Phase.
 - b. 15% of Fixed Fee or \$132,982 for Design Development Phase.
 - c. 10% of Fixed Fee or \$88,655 for completion of 50% CD.
 - d. 20% of Fixed Fee or \$177,310 for completion of 100% CD.
 - e. 5% of Fixed Fee or \$44,328 for incorporation of review comments & DSA Submission
 - f. 5% of Fixed Fee or \$44,328 for DSA Approval
 - g. 2% of Fixed Fee or \$17,731 for Bid and Award Phase
 - h. 25% of Fixed Fee or \$221,637 for Construction Phase
 - i. 8% of Fixed Fee or \$70,924 for Closeout Phase
- C. The Total Fixed Fee for a Topographic Survey not to exceed Thirteen Thousand and NO/1090 Dollars (\$13,000.00).

D. The Total Reimbursable Allowance not-to-exceed Five Thousand and NO/100 Dollars, (\$5,000.00).

1. Reimbursable Allowances - Included in the aforementioned fee, the following allowances have been provided. The use of any allowances stated below shall be subject to DISTRICT's approval as stated in Article XI. The ARCHITECT will not exceed these allowances without prior written authorization.

- | | | |
|----|-----------------------------------|---------|
| a. | Record Drawing Drafting Allowance | \$4,000 |
| b. | Reimbursable Expense Allowance | \$1,000 |

E. The total cost to the DISTRICT for the Services described in this Agreement shall not exceed the above amount without the written agreement of the DISTRICT.

The PARTIES, through their authorized representatives, have executed this AMENDMENT #1 of the AGREEMENT as of the day and year first written above.

ARCHITECT:

DISTRICT:

Nacht & Lewis

Center Joint Unified School District

By: 

By: 

Its: Brian J. Maytum, AIA - Principal/VP

Its: Superintendent

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo


David A. Soldani, Esq.

Attorneys for Center Unified School District

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 15, 2018

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 1

Assist. Supt. Initials: CD

CONSENT AGENDA

SUBJECT: Ratify Amendment #1 to Contract with Nacht & Lewis, Inc. for the Center High School Campus Entry Upgrade Project.

The Facilities and Operations Department requests ratification of the approval to the contract with Nacht & Lewis, Inc., for the Center High School Campus Entry Upgrade Project. Amendment #1 will increase the total lump sum compensation to include a fee for the reimbursable service of Fire Department Site Review provided outside original anticipated scope of work, and approved by the District. The total lump sum compensation increases from Forty-one Thousand Six Hundred Twenty-Five and NO/100 Dollars (\$41,625.00) to Forty-two Thousand One Hundred Forty-Nine and NO/100 Dollars (\$42,149.00), an increase of Five Hundred Twenty-Four and NO/100 Dollars (\$524.00)

RECOMMENDATION: That the Board of Trustees ratifies Amendment #1 to the contract with Nacht & Lewis for the Center High School Campus Entry Upgrade Project.

AGREEMENT FOR PROFESSIONAL SERVICES

**CENTER HIGH SCHOOL CAMPUS ENTRY UPGRADE
AMENDMENT #1**

April 26, 2018

Agreement dated July 6, 2017 by and between Nacht & Lewis Architects (N&L) and Center Jt. Unified School District (CJUSD/District) (together, "Parties").

The Parties wish to amend the Agreement:

This Amendment is to increase the total lump sum compensation to include a fee for the reimbursable service of Fire Department Site Review provided outside original anticipated scope of work, and approved by the District. The total lump sum compensation increases from Forty-one Thousand Six Hundred Twenty-Five and NO/100 Dollars (\$41,625.00) to Forty-two Thousand One Hundred Forty-Nine and NO/100 Dollars (\$42,149.00), an increase of Five Hundred Twenty-Four and NO/100 Dollars (\$524.00).

ADD to Item 5.02 Compensation – Phase Fee Breakdown:

Reimbursable: Fire Dept. Site Review / Approval Fee	<u>\$ 524.00</u>
Total	\$42,149.00

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

By: _____

Authorized Agent

Center Jt. Unified School District

Print Name: SCOTT A. LOBIN

Date: 7/17/18

By: _____

Brian Maytum, AIA – Principal
Nacht & Lewis Architects, Inc.

Date: _____

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 15, 2018

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 1

Assist. Supt. Initials: CD

SUBJECT: Ratify Notice of Completion – Nor-Cal Asphalt Paving & Maintenance Inc. – Repair, Seal and Re-Stripe Playground – Dudley Elementary School

Dudley Elementary School playground asphalt repairs contract was awarded to Nor-Cal Asphalt Paving & Maintenance Inc.

The contractor has met the requirements set forth in the construction documents and work has been completed to the satisfaction of the School District.

The Notice of Completion was filed with the Sacramento County Recorder's Office on July 3, 2018.

Thirty-five (35) days following the filing of the Notice of Completion with the Sacramento County Recorder's Office, the District may release the 10% contractor's retention. The 10% retention is included within the contract price, so there is no net fiscal impact to the District.

Recommendation: Ratify the approval of the Notice of Completion for Nor-Cal Asphalt Paving & Maintenance Inc., for the asphalt repairs to the playground at Dudley Elementary School.

CONSENT AGENDA

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

CENTER JOINT UNIFIED SCHOOL DISTRICT
8408 Watt Avenue
Antelope, CA 95843



Sacramento County
Donna Allred, Clerk/Recorder

Doc # **201807030971**

7/3/2018 11:15:41 AM

BAM
Titles 1
Pages 1

Fees	\$0.00
Taxes	\$0.00
PCOR	\$0.00
Paid	\$0.00

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN

That the work of Dudley Elementary School – Repair, Seal and Re-Stripe designated areas was completed on:

June 27, 2018.

That the name and address of owner of said property is:

CENTER JOINT UNIFIED SCHOOL DISTRICT
8408 Watt Avenue
Antelope, CA 95843

The nature of its title to said property is a fee simple.

No fee, per Government Code 6103.

That the name of the original contractor for the work is Nor-Cal Asphalt Paving & Maintenance Inc; a licensed contractor of California. That the property herein above referred to are located at 8408 Watt Avenue, Antelope, CA 95843.

Center Joint unified School District
A Political Subdivision of the State of California

By: 

Scott A. Loehr, Superintendent
Center Joint Unified School District
8408 Watt Avenue, Antelope, CA 95843

(STATE OF CALIFORNIA)
(City of Antelope)
(County of Sacramento)

Scott A. Loehr, being first duly sworn, deposes and says: That I am the Superintendent of the Center Joint Unified School District, which District is the owner of property described in the forgoing Notice of Completion and knows the contents thereof; that the facts therein stated are true of my own knowledge.

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

Dated this 3rd day of July, 2018.


Scott A. Loehr, Superintendent

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 15, 2018

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 11

Assist. Supt. Initials: CD

SUBJECT: Ratify Contract with Nor-Cal Asphalt Paving & Maintenance, Inc. for the Dudley Playground Paving Repair Project

The Facilities and Operations Department would like the Board to ratify the agreement to enter into a contract with Nor-Cal Asphalt Paving & Maintenance, Inc., for repairing the playground pavement at Dudley Elementary School. This project will be paid through the Ongoing & Major Maintenance Account.

RECOMMENDATION: That the Board of Trustees ratifies the contract with Nor-Cal Asphalt Paving & Maintenance, Inc. to repair the playground pavement at Dudley Elementary School.

CONSENT AGENDA

AGREEMENT FORM

THIS AGREEMENT ("Agreement" or "Contract"), entered into this 8th day of June 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 "District", and Nor-Cal Asphalt, hereinafter called the "Contractor".

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK:

Using wire brooms, picks and blowers, remove dust/debris from cracks measuring wider than 1-inch; apply SS-1h Tack Oil to edges of wide cracks; install approx. 120LF of cracks measuring greater than 1-inch with new ½-inch Hot Topeka Mix Asphalt (Topeka-HMA) to depths of up to 3-inches in 3ct. repair location; compact using Roller and/or Vibratory Whacker Plate.

Using blowers, scrapers and wire brooms, clean parking lot and cracks (greater than 3/8-inch of debris and vegetation; install DuroFlex Crack Filler to approx. 2,010 LF of cracks measuring greater than 3/8-inch, and apply TWO COATS of OverKote™ asphalt sealer to approx. 48,200 sq. ft. of playground and court areas; spud off excess residue.

Re-Stripe per existing layout: 12-in. Letters: 2-digit combo, yellow; 4-in Lines, yellow; Yellow Crosshatch; Red Lines at Doors; Half Court BBall; Volley Ball Courts; Hopscotch (Incl. Numb/Ltrs); Dodgeball; Tetherball Courts; 4-Square; EXCLUDE: Map of USA. Two Move-In Days, Weekdays

Saw-cut and remove section of asphalt along entire concrete apron to prepare for smooth transition from overlay and compact sub-grade*; apply SS-1h Tack oil to edges of patch, and to entire overlay area; patch back at "transition" (approx. 520 sq. ft.) to a depth of 4-inches, and Overlay approx. 3,500 sq. ft. to depth of 1.5-inches in designated area from Playground Entrance at Gate up to the concrete apron area at heavily failing sections of asphalt.

The above scope is hereinafter called the ("Project") in strict accordance with the Contract Documents enumerated in Article 9 below. The Contractor shall be liable to the District 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 District 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 Final Completion of the Project within thirty (30) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. 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 District 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 zero Dollars (\$0) 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. This Article shall not be construed as preventing the Owner from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE:

4.1 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 THIRTY EIGHT THOUSAND, SIXTY-SIX DOLLARS (\$38, 066.00), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth herein.

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.

4.2 Warranty of Title. The Contractor warrants title to all work. The Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Project. If a lien or stop notice of any nature should at any time be filed against the Project or any Owner property, by any entity which has supplied material or services at the request of the Contractor, Contractor shall promptly, on demand by Owner and at Contractor's and own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately. If the Contractor fails to furnish to the Owner within five (5) calendar days after demand by the Owner, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then Owner may discharge such indebtedness and deduct the amount required, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by Owner from any sum payable to Contractor under the Contract.

4.3 **Payment Applications.** On or before the fifth (5th) day of each calendar month during the progress of the work, Contractor shall submit to the Architect (or District if there is no Architect), an itemized application for payment for all work completed. Such application shall be notarized, if required, and supported by the information and documents as Architect or District requires. All payment applications shall be on forms approved by the District or Architect.

4.4 **Reasons to Withhold Payment.** The Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of, but not limited to:

- (a) Defective work not remedied;
- (b) Stop notices served upon the Owner;
- (c) Liquidated damages assessed against the Contractor;
- (d) Damage to the Owner or other contractor;
- (e) Unsatisfactory prosecution of the work by the Contractor;
- (f) Failure of the Contractor to prosecute the work in a timely manner.
- (g) Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- (h) Failure to properly maintain or clean up the site;
- (i) Payments to indemnify, defend, or hold harmless the Owner; or
- (j) Failure to pay Subcontractors or suppliers.

4.5 **Nonconforming Work.** If Contractor defaults or neglects to carry out the work required to complete the Project or fails to perform any provision hereof, Owner may, after 48 hours' written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The Owner shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If Owner deems it inexpedient to correct work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made.

ARTICLE 5 - HOLD HARMLESS/ INDEMNITY: 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 Project; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 – INSURANCE & BONDS:

6.1 Insurance Requirements. Before the commencement of the work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Owner from claims set forth below, which may arise out of or result from the Contractor's work under the Contract and for which the Contractor may be legally liable, whether such work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person Owner would require indemnification and coverage for employee claim;
- (b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work;
- (e) Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- (f) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

6.2 Specific Insurance Requirements. Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a) Per occurrence (combined single limit)	\$1,000,000.00
(b) Project Specific Aggregate (for this Project only)	\$1,000,000.00
(c) Products and Completed Operations (aggregate)	\$1,000,000.00
(d) Personal and Advertising Injury Limit	\$1,000,000.00

Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a) Automotive and truck where operated in amounts	\$1,000,000.00
(b) Material Hoist where used in amounts	\$1,000,000.00
(c) Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00
(d) Hazardous Materials	\$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).

6.3 Subcontractor Insurance Requirements. The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under this Article in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Article without prior written approval of the Owner.

6.4 Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance required under Articles 6.1 and 6.2 above, the Owner, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the Owner, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the Owner in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the Owner. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

6.5 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability insurance for all of the Contractor's employees engaged in work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

6.6 Automobile Liability. The Owner, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from work performed by the Contractor. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage

6.7 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

6.8 Proof of Insurance. The Contractor shall not commence work nor shall it allow any Subcontractor to commence work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:

"This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."

- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner.

(d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

6.9 **Compliance.** In the event of the failure of Contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

6.10 **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the Owner for damages to the work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the Owner. The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The Owner and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

ARTICLE 7 - 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 8 - 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:

Non-Collusion Declaration
Contractor's Certificate Regarding Worker's Compensation
Agreement Form
Guarantee
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Supplementary and Special Conditions (if any)

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 9 - 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.

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 10 - TERMINATION OF THE CONTRACT:

10.1 **Termination for Cause.** The Owner may terminate the Contractor and/or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;

- (c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (e) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or
- (e) Otherwise is in substantial breach of a provision of this Agreement.

10.2 Notification of Termination. When any of the above reasons set forth in Article 10.1 above exists, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety written notice of five (5) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- (a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept; and
- (c) Complete the work by any reasonable method the Owner may deem expedient, including contracting with a replacement contractor or contractors.

10.3 Payments Withheld. If the Owner terminates the Contract for one of the reasons stated in Article 10.1 above, the Contractor shall not be entitled to receive further payment until the work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

10.4 Payments Upon Completion. If the unpaid balance of the Contract Sum exceeds costs of completing the Project, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

10.5 Termination for Convenience. Owner may terminate the Contract upon five (5) calendar days of written notice to the Contractor and use any reasonable method the Owner deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interest to complete the work. In such a case, the Contractor shall have no claims against the Owner except: (1) the actual cost for labor, materials, and services performed and completed in accordance with the Contract Documents and approved by the District as documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead of all remaining work as determined by the Owner, and (3) five percent (5%) termination cost of the total of item (2). Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept.

ARTICLE 11 – MISCELLANEOUS PROVISIONS:

11.1 Record Audit. In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable), 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.

11.2 Contractor's License. The Contractor must possess throughout the Project a Class A Contractor's License, issued by the State of California, which must be current and in good standing.

11.3 The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the Owner concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.

11.4 Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the Project. Contractor shall not violate any written school policies.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the Owner.

11.6 The Owner and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement.

11.7 This Agreement shall be governed by the laws of the State of California.

11.8 This Agreement represents the entire agreement between the Owner and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the Owner and the Contractor

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

SCOTT A. LOEHKE
Typed or Printed Name

Sept
Title:
[Signature]
Signature

Dated: 6/15/18

Nor-Cal Asphalt

Jason Smith
Typed or Printed Name

President
Title:

[Signature]
Signature

JOSHUA CLINKENBERRY
Type or Printed Name

VICE PRESIDENT
Title (Authorized Officers or Agents)

[Signature]
Signature

(CORPORATE SEAL)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.



(Signature)

JOSHUA CLINKENBORG

(Print)

6-12-2018

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the

Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the VICE PRESIDENT [Title] of NORCAL ASPHALT PAVING [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6-12-2018 [Date], at Sacramento [City], CA [State].

Signed: _____

Typed Name: SOSTHIA CLINKENBARGER

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 15, 2018

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 1

Assist. Supt. Initials: CD

SUBJECT: Ratify Notice of Completion – Miller Mechanical – Replace HVAC Units at North Country and Oak Hill Elementary Schools on Multipurpose Rooms

Proposition 39 HVAC unit replacements at North Country and Oak Hill Elementary contract was awarded to Miller Mechanical.

The contractor has met the requirements set forth in the construction documents and work has been completed to the satisfaction of the School District.

The Notice of Completion was filed with the Sacramento County Recorder's Office on July 31, 2018.

Thirty-five (35) days following the filing of the Notice of Completion with the Sacramento County Recorder's Office, the District may release the 10% contractor's retention. The 10% retention is included within the contract price, so there is no net fiscal impact to the District.

Recommendation: Ratify the approval of the Notice of Completion for Miller Mechanical, for the HVAC unit replacements at North Country and Oak Hill Elementary Schools.

CONSENT AGENDA

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

CENTER JOINT UNIFIED SCHOOL DISTRICT
8408 Watt Avenue
Antelope, CA 95843

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN

That the work of North Country Elementary School & Oak Hill Elementary School – Replace H V A C Units On Multipurpose Rooms was completed on:

July 31, 2018.

That the name and address of owner of said property is:

CENTER JOINT UNIFIED SCHOOL DISTRICT
8408 Watt Avenue
Antelope, CA 95843

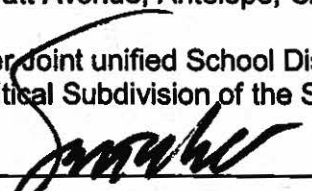
The nature of its title to said property is a fee simple.

No fee, per Government Code 6103.

That the name of the original contractor for the work is Miller Mechanical; a licensed contractor of California.
That the property herein above referred to are located at 8408 Watt Avenue, Antelope, CA 95843.

Center Joint Unified School District
A Political Subdivision of the State of California

By: _____


Scott A. Loehr, Superintendent
Center Joint Unified School District
8408 Watt Avenue, Antelope, CA 95843

(STATE OF CALIFORNIA)
(City of Antelope)
(County of Sacramento)

Scott A. Loehr, being first duly sworn, deposes and says: That I am the Superintendent of the Center Joint Unified School District, which District is the owner of property described in the forgoing Notice of Completion and knows the contents thereof; that the facts therein stated are true of my own knowledge.

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

Dated this 31st day of July, 2018.



Scott A. Loehr, Superintendent

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 15, 2018

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 112

Assist. Supt. Initials: CD

SUBJECT: Ratify Contractor Change Order #1 to the Contract By and Between Biondi Paving, Inc. and Center Joint Unified School District

This change order to the contract by and between Biondi Paving, Inc. and Center Joint Unified School District increases the contract amount by \$32,559.73. The new contract amount is \$438,359.73.

RECOMMENDATION: That the Board of Trustees ratifies Change Order #1 to contract by and between Biondi Paving, Inc. and Center Joint Unified School District for the Campus Fencing Upgrades and Basketball Court Replacement Projects.

CONSENT AGENDA



Center Joint Unified School District

Campus Fencing Upgrades and Basketball Court Replacement Projects

CHANGE ORDER

Project: Campus Fencing Upgrades and Basketball Court Replacement Projects
 Architect: Nacht & Lewis
 Contractor: Biondi Paving, Inc.

Date: 8/15/2018

DSA App: n/a

Change Order #: 1

You are hereby authorized to make the following changes relative to your work on the above referenced project:

Non-Allowance PCOs

PCO#	PCO Description	Amount
002R1	Add concrete apron at trash enclosure at Spinelli ES to improve access to trash enclosure and fire road.	\$ 21,520.07
010R1	Change hardcourt gate G-8 to 8'x8' double gate at Spinelli ES per field verification of opening.	\$ 507.43
016R1	Extend 8' tall chain link fence along southwest corner of hardcourt at Spinelli ES.	\$ 4,787.82
020	Realign front gate location at Dudley ES due to underground conflicts. Move gate location 4' to clear conflicts, remove two set posts and cap, add post connection at wall and add two (2) new gate posts and one mullion.	\$ 5,764.61

Total non-allowance PCOs will modified by this Change Order in the amount of: \$ 32,559.73

Allowance(s) Amount: \$ 40,500.00

Description: Unforeseen Conditions

PCO#	PCO Description	Amount
001	Remove and replace 45 SF of sidewalk at Dudley ES to improve sidewalk grade and accessibility per unforeseen conditions.	\$ 717.71
003R1	Install headerboard on west side of basketball court at Spinelli ES to improve alignment of new pavement per unforeseen conditions.	\$ 3,344.11
004	Remove brick edging including concrete slab and 34' of sidewalk at Spinelli ES determined to be non-functional and non-essential per unforeseen conditions.	\$ 923.17
006	Pothole and Dewater at Spinelli ES due to unforeseen conditions with leaking underground irrigation pipe.	\$ 430.33
007	Overexcavate unsuitable soil at Spinelli ES due to unforeseen conditions with soil.	\$ 8,785.18
008R1	Move proposed gate location and existing walk between multi-purpose room and trash enclosure at Spinelli ES due to unforeseen conditions with underground utilities.	\$ 1,807.97
009R1	Front gate realignment at Spinelli ES due to unforeseen conditions with underground storm drain.	\$ 7,810.83
011R1	Realign two (2) gates at Building B at Spinelli ES per unforeseen conditions due to conflict with proposed location because of downspouts.	\$ 3,200.89
012R1	Jackhammer and remove extra thick concrete from trash footing overpour in order to remove existing gate post at Spinelli ES. Remove concrete around existing electrical conduit within proposed gate post footing. Include new fill panels for each trash enclosure post.	\$ 4,720.59
013R1	Pothole and expose buried electrical box near transformer and in location of proposed gate post at Spinelli ES. Fence alignment was shifted approximately 1' to the south and two new post holes needed to be hand dug.	\$ 2,607.12
022	Expose and remove shallow electrical and irrigation in front of trash enclosure. Dig trench to install new electrical sleeve below dirt, subgrade, and backfill.	\$ 705.93

Total Allowance PCOs: \$ 33,053.83

Cost of the above Work is to be applied against the following cash allowances: Dudley Elementary School (18-04A) Allowance #1, Spinelli Elementary School (18-04B) Allowance #2, and Spinelli Elementary School (18-04B) Allowance #3.

Original Cash Allowance Amount:	\$ 40,500.00
Net change by previously authorized Change Orders:	\$ -
Cash Allowance Sum will be modified by this Change Order in the amount of:	\$ (33,053.83)
Cash Allowance Balance including this Change Order:	\$ 7,446.17



Center Joint Unified School District

Campus Fencing Upgrades and Basketball Court Replacement Projects

CHANGE ORDER

Original Contract Sum:	\$ 405,800.00
Net change by previously authorized Change Orders:	\$ -
Contract Sum will be modified by this Change Order in the amount of:	\$ 32,559.73
Contract Sum including this Change Order:	\$ 438,359.73

Contract Time increased by: 11 Days
 Date of completion as of the date of this Change Order: 8/20/2018

Acceptance of this Change Order constitutes an agreement between the District and Contractor, and the work is to be performed subject to the same terms and conditions as are contained in the original Contract with the Contractor and for the work on the above mentioned project.

Acceptance of this Change Order constitutes acceptance of the Change Order as full and complete satisfaction of any direct or indirect additional costs incurred by Contractor in connection with performance of the change work.

It is understood that the work shall be performed in accordance with the revised Plans and Specifications enumerated above or in accordance with the original Plans and Specification supplemented by the instructions stated herein.

Not valid until signed by the A/E, Contractor and Owner.

Issued by the
 Owners
 Representative [Signature]

Reviewed by A/E [Signature]

Agreement by
 Contractor [Signature]

Approved by
 Owner Craig Deason

Date: 02 AUG-18

Date: August 3, 2018

Date: 8/3/18

Date: 8/3/18



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 001

PROJECT: No 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO : N/A

NAME OF CONTRACTOR: Biondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

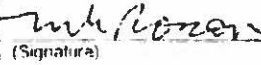
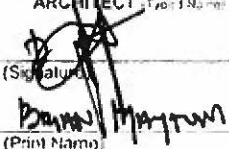
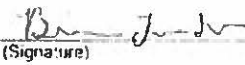
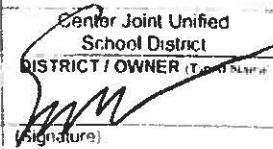
Contractor proposes to change the Contract as follows

Remove and replace 45 SF sidewalk at Dudley Elementary School

Reference Document (RFP, RFI #) ASI #1

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$717.71
2. The proposed schedule change is zero days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
		Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.	
Capital Program Management, Inc.	Nacht & Lewis	Biondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
			
(Signature)	(Signature)	(Signature)	(Signature)
Mark Rossow	Dawn Mayrum	Brian Lunde	Scott A. Loehr
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE 07/16/18	DATE 7/16/2018	DATE 7/11/18	DATE 7/17/18

Biondi Paving Inc dba

BIONDI

PAVING & ENGINEERING

8150 37th Avenue
Sacramento, California 95824-2306
916 383 5982
916.383.3077 Fax
www.biondipaving.com

CA Lic No 505422 A, B, C-1, 2, Haz
NV Lic No 53494 A, Limit
\$5M/project

Job #18019 Change Order Request #01

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone# 916.553.4400
Mobile# 916.410.7315
Additional#
Fax# 916.410.7315
E-mail: omarp@capitalpm.com

We have included the following items in our proposed change order

Proposal Date:

05/31/18

Valid Through:

06/30/18

Code	Description	Quantity	UM	Unit Price	Total Price
Per ASI #1 - Remove and Replace Sidewalk at Dudley E.S. - 9'x5'					
		45	SF		
a	Material Cost				\$106.00
b	Labor Cost				\$365.00
c	Equipment Cost				\$175.00
d	Subtotal				\$646.00
e	Subcontractor				\$0.00
f	Subtotal				\$646.00
g	Overhead and Profit at 10%				\$64.60
h	Subtotal				\$710.60
i	Bond at 1%				\$7.11
CHANGE ORDER REQUEST (COR) AMOUNT					\$717.71

Authorized

Signature:

Brian Lando
Brian Lando - Project Manager

Estimator: Brian Lando

916.383.2642 direct

Date: 5.31.18

Reviewed By: BL

Acceptance of Proposed Change Order by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Biondi will be paid as outlined within this proposal. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature:

Printed Name:

Date:

LETTER OF TRANSMITTAL

Date: May 24, 2018

To: Brian Lando, Biondi Paving, Inc.

Re: Center Joint Unified School District Project No. 18-04 ASI No. 1

We are sending via:

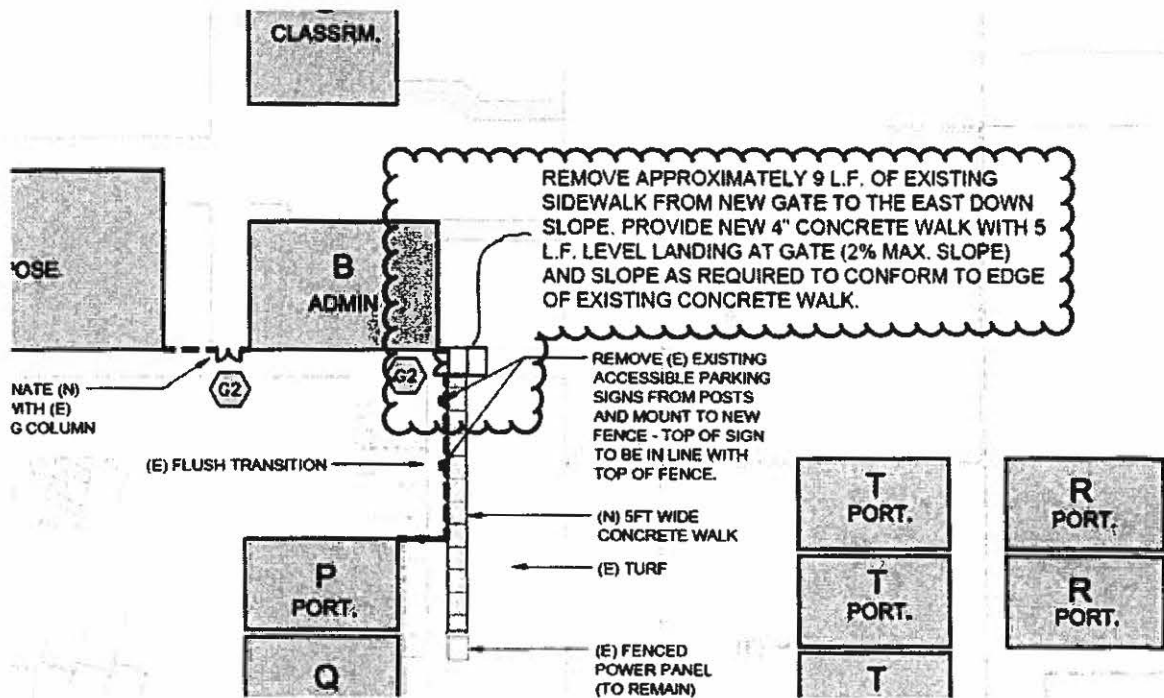
No.	Date	Description
01	5/24/18	Architects Supplement Instructions No. 1

Comments:

If you have any questions, please call me at (916) 553-4400.

Sincerely,

Omar Peña
Assistant Program Manager



Dudley Elementary School – Site Security Fencing Upgrade
Revised Concrete Landing at Administration Building B – Gate G2
 Nacht & Lewis Architects

ASI No. 01
5/23/2018



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-8400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 002

PROJECT: No 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Biondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

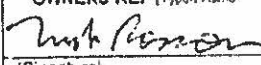


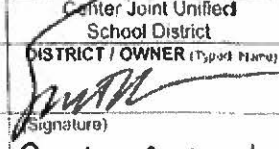
Contractor proposes to change the Contract as follows:

Install concrete apron at Spinelli Elementary School.

Reference Document (RFP, RFI #): Nacht & Lewis ASI #2

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$21,520.07
2. The proposed schedule change is zero days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
		Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.	
Capital Program Management, Inc.	Nacht & Lewis	Biondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
			
(Signature)	(Signature)	(Signature)	(Signature)
Mark Rossen	Brian Mayman	Brian Lando	Scott A. Loehr
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE 7/17/18	DATE 7/16/2018	DATE 7/11/18	DATE 7/17/18

Biondi Paving Inc dba

BIONDI P A V I N G & E N G I N E E R I N G

8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.biondipaving.com

CA Lic. No. 505422 A, B, C- 12 Haz.
NV Lic No. 53494 A Limit
\$5M/project

Job #18019 Change Order Request #02

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone#: 916.553.4400
Mobile#: 916.410.7315
Additional#:
Fax#: 916.410.7315
E-mail: omarp@capitalpm.com

We have included the following items in our proposed change order:				Proposal Date:	Valid Through:
				05/31/18	06/30/18
Code	Description	Quantity	UM	Unit Price	Total Price
	Per ASI #2: Concrete Apron at Trash Enclosure				
	Remove existing Curb, Asphalt & Concrete Pavement	560	SF		
	Prep Subgrade & Place 4" Aggregate Base Rock Section	455	SF		
	Prep Subgrade for Barrier Curb	54	LF		
	Concrete Barrier Curb	54	LF		
	4" Concrete Sidewalk & Ramp	130	SF		
	Truncated Domes	2	EA		
	6" Concrete with #5 Rebar @ 18" OC	325	SF		
	Asphalt Patching at New Concrete - 52'x2'	104	SF		
	Replace Sod as needed	1	LS		
a	Material Cost				\$3,175.00
b	Labor Cost				\$12,840.00
c	Equipment Cost				\$3,355.00
d	Subtotal				\$19,370.00
e	Subcontractor				\$0.00
f	Subtotal				\$19,370.00
g	Overhead and Profit at 10%				\$1,937.00
h	Subtotal				\$21,307.00
i	Bond at 1%				\$213.07
	CHANGE ORDER REQUEST (COR) AMOUNT				\$21,520.07

Reviewed By : BLDate: 11-1-81

LETTER OF TRANSMITTAL

Date: May 30, 2018

To: Brian Lando, Biondi Paving, Inc.
Neal Jensen, Biondi Paving, Inc.

Re: Center Joint Unified School District Project No. 18-04 ASI No. 2

We are sending via:

No.	Date	Description
01	5/30/18	Architects Supplement Instructions No. 2

Comments:

If you have any questions, please call me at (916) 553-4400.

Sincerely,

Omar Peña
Assistant Program Manager

LETTER OF TRANSMITTAL

Date: July 18, 2018

To: Brian Lando, Biondi Paving, Inc.

Re: Center Joint Unified School District Project No. 18-04 ASI No. 2.R.1

We are sending via:

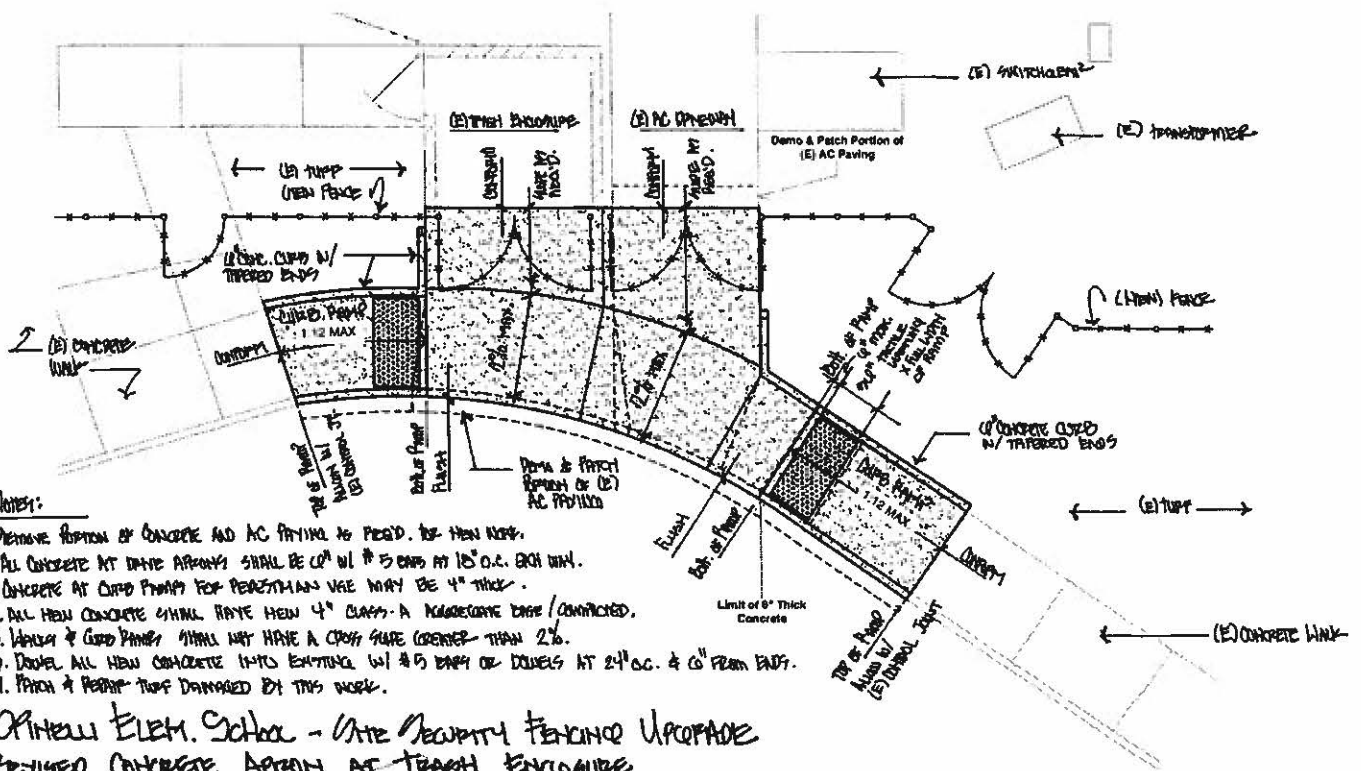
No.	Date	Description
01	07/18/18	Architects Supplement Instructions No. 2.R.1

Comments:

If you have any questions, please call me at (916) 553-4400.

Sincerely,

Omar Peña
Assistant Program Manager



SPINELL ELEM. SCHOOL - SITE SECURITY FENCE UPGRADE
 REINFORCED CONCRETE APRON AT TRASH ENCLOSURE

INVEST & LEWIS ARCHITECTS



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95643
(916) 338-8400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 003

PROJECT: No. 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Blondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows:

Install 2x8 pressure treated Douglas fir headerboard along west side of hardcourt and 2x8 headerboard along north side of hardcourt. Backfill headerboard.

Reference Document (RFP, RFI #): ASI #3

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$3,344.11
2. The proposed schedule change is zero days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
Capital Program Management, Inc.	Nacht & Lewis	Blondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
<i>Mark Rosson</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
(Signature)	(Signature)	(Signature)	(Signature)
MARK ROSSON	Brian Maytum	Brian Landu	Scott A. Loehr
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 19 JUL 18	DATE: July 23, 2018	DATE: 7/20/18	DATE: 7/23/18

Biondi Paving Inc dba

BIONDI

P A V I N G

& E N G I N E E R I N G

8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.biondipaving.com

CA Lic. No. 505422 A, B, C-12, Haz.
NV Lic No. 53494 A, Limit
\$5M/project

Job #18019 Change Order Request #03R1

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone#:916.553.4400
Mobile#:916.410.7315
Additional#:
Fax#:916.410.7315
E-mail:omarp@capitalpm.com

We have included the following items in our proposed change order:

COR Date:
06/26/18

Valid Through:
07/26/18

Code	Description	Quantity	UM	Unit Price	Total Price
Work for Spinelli E.S.:					
	Install 2x6 Pressure Treated Douglas Fir Headerboard along West side of Hardcourt	129	LF		
	Install 2x8 Pressure Treated Douglas Fir Headerboard along North side of Hardcourt	101	LF		
	Backfill Header Board	230	LF		
a.	Material Cost				\$645.00
b.	Labor Cost				\$2,140.00
c.	Equipment Cost				\$225.00
d.	Subtotal				\$3,010.00
e.	Subcontractor				\$0.00
f.	Subtotal				\$3,010.00
g.	Overhead and Profit at 10%				\$301.00
h.	Subtotal				\$3,311.00
i.	Bond at 1%				\$33.11
CHANGE ORDER REQUEST (COR) AMOUNT					\$3,344.11

Authorized
Signature:

Brian Lando
Brian Lando - Project Manager

Date: 6.20.18

Estimator: Brian Lando
916.383.2642 direct

Reviewed By : BL

Acceptance of Proposed Change Order by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Biondi will be paid as outlined within this proposal. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature:

Mark Rossen

Printed Name:

MARK ROSSON

Date:

06/28/18

LETTER OF TRANSMITTAL

Date: June 20, 2018

To: Brian Lando, Biondi Paving, Inc.

Re: Center Joint Unified School District Project No. 18-04 ASI No. 3

We are sending via:

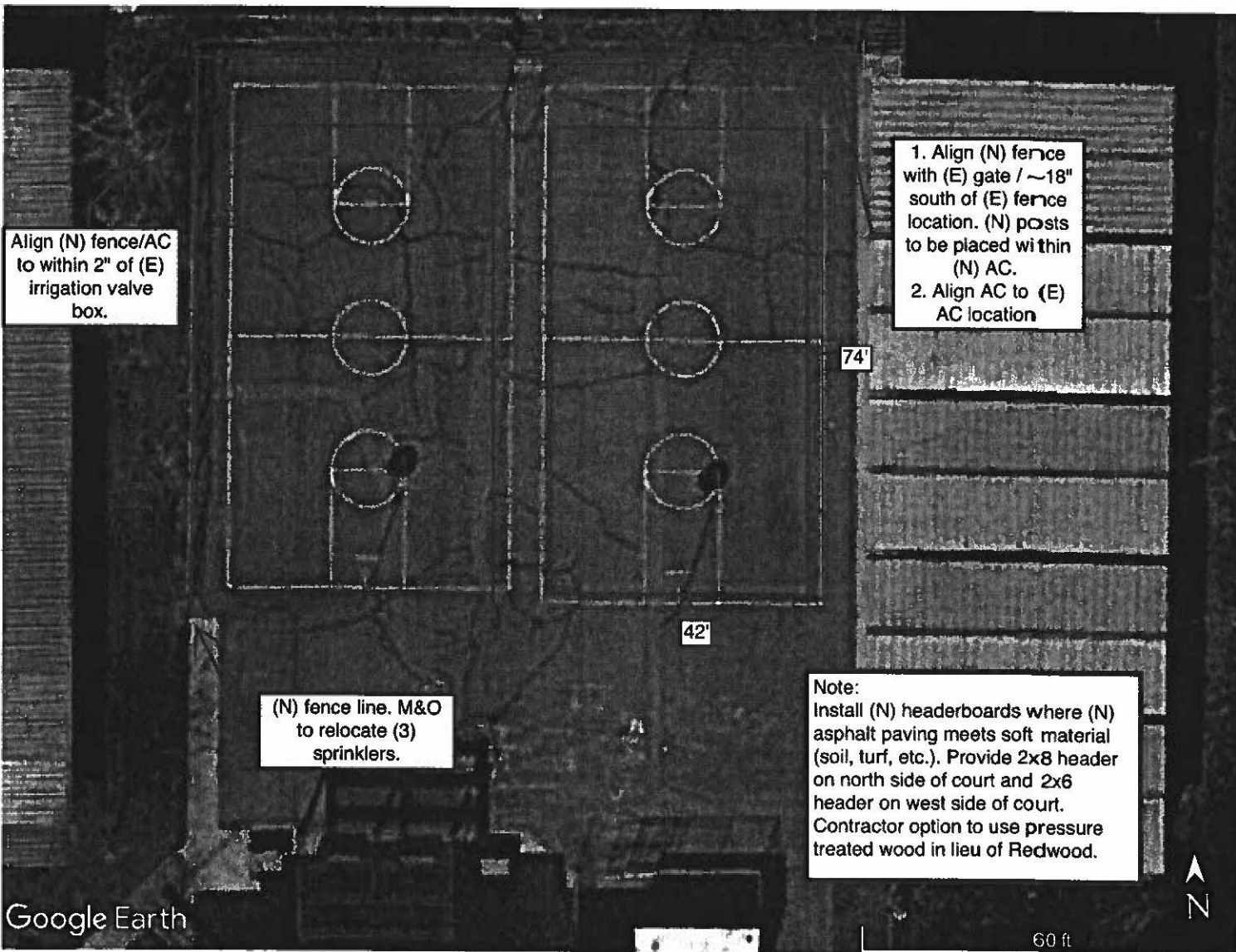
No.	Date	Description
01	6/20/18	Architects Supplement Instructions No. 3

Comments:

If you have any questions, please call me at (916) 553-4400.

Sincerely,

Omar Peña
Assistant Program Manager



Align (N) fence/AC to within 2" of (E) irrigation valve box.

1. Align (N) fence with (E) gate / ~18" south of (E) fence location. (N) posts to be placed within (N) AC.
2. Align AC to (E) AC location

74'

42'

(N) fence line. M&O to relocate (3) sprinklers.

Note:
Install (N) headerboards where (N) asphalt paving meets soft material (soil, turf, etc.). Provide 2x8 header on north side of court and 2x6 header on west side of court. Contractor option to use pressure treated wood in lieu of Redwood.

Dimensions Of A Basketball Court

- A youth basketball court measures 74 feet long by 42 feet wide.
- A high school basketball court measures 84 feet long by 50 feet wide.
- Junior high and middle school courts vary in size. Some will use the high school basketball court dimensions, while others will use the youth basketball court dimensions.
- All lines on the court are 2 inches thick.
- The center circle is 12 feet in diameter.
- The three-point line in high school is 19' 9" from the basket.
- The basket is 4 - 6 feet from the baseline.
- The free throw line is 15 feet from the backboard.
- The free throw line is 19 feet from the baseline.
- The free throw line is 13 feet from the front of the rim.
- The basket is 18 inches in diameter and is positioned 6 inches from the backboard.
- The basket is 10 feet off the ground.
- The free throw lane is 12 feet wide.
- The three-point arc straightens out 5 feet from the baseline.
- The backboard is typically 6 feet wide by 3.5 - 4 feet high.
- The box on the backboard measures 24 inches wide by 18 inches high.

Important Note On Basket Height:

I recommend that the height of the baskets be adjusted as follows to help the players practice proper shooting form.

- Age 6 to 9 years old - Basket height of 8 feet.
- Age 10 to 12 years old - Basket height of 9 feet.
- Age 13 and older - Basket height of 10 feet.



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 004

PROJECT: No. 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Biondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows:

Remove existing sidewalk on southwest side of hardcourt and brick edging on south side of hardcourt at Spinelli Elementary School.

Reference Document (RFP, RFI #): RFI #008

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$923.17
2. The proposed schedule change is zero days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
Capital Program Management, Inc.	Nacht & Lewis	Biondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
<i>Mark Rottion</i>	<i>[Signature]</i>	<i>Brian Lando</i>	<i>[Signature]</i>
(Signature)	(Signature)	(Signature)	(Signature)
<i>MARK ROTTION</i>	Brian Maylum	Brian Lando	SCOTT LOKUM
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 20 JUL 18	DATE: July 23, 2018	DATE: 7/26/18	DATE: 7/24/18

Blondi Paving Inc dba

BLONDI

P A V I N G
& E N G I N E E R I N G

8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.blondipaving.com

CA Lic. No. 505422 A, B, C-12, Haz.
NV Lic No. 53494 A.. Limit
\$5M/project

Job #18019 Change Order Request #04

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone#:916.553.4400
Mobile#:916.410.7315
Additional#:
Fax#:916.410.7315
E-mail:omarp@capitalpm.com

We have included the following items in our proposed change order:

Proposal Date:
07/19/18

Valid Through:
08/18/18

Code	Description	Quantity	UM	Unit Price	Total Price
	Remove Sidewalk and Brick Edging				
6/27/18		1	LS		\$568.93
6/28/18		1	LS		\$354.24
CHANGE ORDER REQUEST (COR) AMOUNT					\$923.17

Authorized
Signature:

Brian Lando
Brian Lando - Project Manager

Date: 7.19.18

Estimator: Brian Lando
916.383.2642 direct

Reviewed By : BL

Acceptance of Proposed Change Order by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Blondi will be paid as outlined within this proposal. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature: _____

Printed Name: _____

Date: ____/____/____

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Canter Joint Unified School District

Date: 06.27.18

Job code: 18019

Job description: Dudley Spinelli

Tag 1: blando

Tag 2: BP

Tag 3: Sub

DESCRIPTION OF WORK

Sawcut and remove 34' long section of sidewalk with steel edging in south west corner of hardcourt. Also remove brick edging along concrete flatwork in Hardcourt. Brick edging was laying on top of concrete that was monolithically poured with adjacent flatwork. The concrete under brick edging was removed with breaker on excavator.

LABOR resources

Classification	Employee Name	Scale	Hours	Currency	Rate	Amount
Foreman (OG4)	Hancock, Chris	ST	1.5		\$85.64	\$128.46
Operator (OG3)	Sewell, Kyle	ST	1.0		\$87.65	\$87.65
Labor Group 2	Valesquez, Carlos	ST	1.0		\$58.83	\$58.83
Labor Group 2	Diaz, Osbaldo	ST	1.0		\$59.83	\$59.83

		\$334.77	Subtotal
10.0%		\$33.48	Markup
		\$368.25	Total

EQUIPMENT resources

Classification	Equipment Code	Hours	Currency	Rate	Amount
	Cat 314 Excavator	1.5		\$87.57	\$131.36
	Hydraulic Breaker	0.5		\$51.71	\$25.86
	Tool Truck	1.0		\$25.23	\$25.23

		\$182.44	Subtotal
10.0%		\$18.24	Markup
		\$200.68	Total

OTHER/AD-HOC expenses

Expense Type	Description	UM	Units	Currency	Rate	Amount
--------------	-------------	----	-------	----------	------	--------

							Subtotal
10.0%						\$0.00	Markup
						\$0.00	Total

Summary

LABOR resources	\$368.25
EQUIPMENT resources	\$200.68
OTHER/AD-HOC expenses	\$0.00
TOTAL	\$568.93

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 06.28.18

Job code: 18018

Job description: Dudley Spinnall

Tag 1: blando

Tag 2: BP

Tag 3: Sub

DESCRIPTION OF WORK

Continued to hand pick smaller pieces of concrete under brick edging and load into trailer. Off-haul broken concrete, brick, and steel edging to Florin Perkins Landfill at end of day.

LABOR resources

Classification	Employee Name	Scale	Hours	Currency	Rate	Amount
Foreman (OG4)	Hancock, Chris	ST	1.0		\$85.64	\$85.64
Operator (OG4)	Sewell, Kyle	ST	0.5		\$85.64	\$42.82
Labor Group 2	Valesquez, Carlos	ST	1.0		\$58.83	\$58.83
Labor Group 2	Diaz, Osbaldo	ST	0.0		\$58.83	\$0.00

\$187.29 Subtotal

10.0% \$18.73 Markup

\$206.02 Total

EQUIPMENT resources

Classification	Equipment Code	Hours	Currency	Rate	Amount
	Cat 314 Excavator	0.0		\$87.57	\$0.00
	Hydraulic Breaker	0.0		\$51.71	\$0.00
	JD 210 Skip Loader	0.5		\$39.04	\$19.52
	Tool Truck	1.0		\$25.23	\$25.23

\$44.75 Subtotal

10.0% \$4.48 Markup

\$49.23 Total

OTHER/AD-HOC expenses

Expense Type	Description	UM	Units	Currency	Rate	Amount
	Dump Fees	TN	2.0		\$45.00	\$90.00

\$90.00 Subtotal

10.0% \$9.00 Markup

\$99.00 Total

Summary

LABOR resources	\$206.02
EQUIPMENT resources	\$49.23
OTHER/AD-HOC expenses	\$99.00
TOTAL	\$354.24

Center Joint Unified School District

DAILY EXTRA WORK REPORT

Bid Package: 18-04

Report No. 02

Project: Campus Fencing Upgrades and Basketball Court

PCO No.: 04

Contractor: Blondi Paving, Inc.

Date Work Performed: 06.28.18

Superintendent: Brian Lando

DSA App #: N/A

Description of Work in Progress: Spinelli School

Continued to hand pick smaller pieces of concrete under brick edging and load into trailer. Off-haul broken concrete, brick, and steel edging to Florin Perkins Landfill at end of day.

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Chris Hancock</u>	<u>Foreman, Group 4</u>	<u>1.0</u>	<u>\$85.64</u>	<u>\$85.64</u>
<u>Kyle Sewell</u>	<u>Operator, Group 4</u>	<u>.50</u>	<u>\$85.64</u>	<u>\$42.82</u>
<u>Carlos Valesquez</u>	<u>Laborer, Group 2</u>	<u>1.0</u>	<u>\$58.83</u>	<u>\$58.83</u>
<u>Osbaldo Diaz</u>	<u>Laborer, Group 2</u>	<u>0.0</u>	<u>\$58.83</u>	<u>\$0.00</u>
				<u>\$187.29</u>

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Skip Loader = 50 Hr.

Tool Truck = 1.0 Hr.

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Dump Fees for construction debris to follow.

Signature: Brian Lando

(Contractor)

Date: 6.28.18

Acknowledgment: 

(Project Inspector, OR, T & M Monitor)

Date: 7/3/18

Note: IOR, OR or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Center Joint Unified School District

DAILY EXTRA WORK REPORT

Bid Package: 18-04

Report No. 01

Project: Campus Fencing Upgrades and Basketball Court

PCO No.: 04

Contractor: Blondi Paving, Inc.

Date Work Performed: 06.27.18

Superintendent: Brian Lando

DSA App #: N/A

Description of Work In Progress: Spinelli School

Sawcut and remove 34' long section of sidewalk with steel edging in south west corner of hardcourt. Also remove brick edging along concrete flatwork in Hardcourt. Brick edging was laying on top of concrete that was monolithically poured with adjacent flatwork. The concrete under brick edging was removed with breaker on excavator.

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Chris Hancock</u>	<u>Foreman, Group 4</u>	<u>1.5</u>	<u>\$85.64</u>	<u>\$128.46</u>
<u>Kyle Sewell</u>	<u>Operator, Group 3</u>	<u>1.0</u>	<u>\$87.65</u>	<u>\$87.65</u>
<u>Carlos Valesquez</u>	<u>Laborer, Group 2</u>	<u>1.0</u>	<u>\$58.83</u>	<u>\$58.83</u>
<u>Osbaldo Diaz</u>	<u>Laborer, Group 2</u>	<u>1.0</u>	<u>\$58.83</u>	<u>\$58.83</u>
				<u>\$333.77</u>

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Cat 314 Excavator = 1.5 Hr.
Breaker for Cat 314 = .50 Hr.
Tool Truck = 1.0 Hr.

Materials: By Type, Units (Invoice is mandatory with reconciliation)

Off-hauling of brick and dumps fees will be done later in the week.

Signature: Brian Lando Date: 6.27.18
(Contractor)

Acknowledgment: [Signature] Date: 28 JUN 18
(Project Inspector, OR, T & M Monitor)

Note: IOR, OR or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-8400 Office
(916) 338-8411 Fax

PROPOSED CHANGE ORDER

PCO #: 006

PROJECT: No. 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Blondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows:

Pothole and dewater broken irrigation line uncovered during grinding of pavement at Spinelli Elementary School.

Reference Document (RFP, RFI #): Time and Materials Daily Extra Work Reports

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$430.33
2. The proposed schedule change is zero days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
		Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.	
Capital Program Management, Inc.	Nacht & Lewis	Blondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
<i>Mark Rosson</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
(Signature)	(Signature)	(Signature)	(Signature)
MARK ROSSON	Brian Maytum	Brian Lando	Scott A. Lochr
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 19 JUL 18	DATE: July 23, 2018	DATE: 7/20/18	DATE: 7/23/18



8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.biondipaving.com

CA Lic. No. 505422 A, B, C-12, Haz.
NV Lic No. 53494 A, Limit
\$5M/project

Job #18019 Change Order Request #06

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone#: 916.553.4400
Mobile#: 916.410.7315
Additional#: _____
Fax#: 916.410.7315
E-mail: omarp@capitalpm.com

We have included the following items in our proposed change order.				Proposal Date: 07/06/18	Valid Through: 08/05/18
Code	Description	Quantity	UM	Unit Price	Total Price
	Pothole and Dewater Broken Irrigation				
6/27/18		1	LS		\$192.89
6/28/18		1	LS		\$108.28
6/29/18		1	LS		\$131.16

CHANGE ORDER REQUEST (COR) AMOUNT

\$430.33

Authorized
Signature:

Brian Lando
Brian Lando - Project Manager

Date: 7.6.18

Estimator: Brian Lando
916.383.2642 direct

Reviewed By: BL

Acceptance of Proposed Change Order by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Biondi will be paid as outlined within this proposal. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature: _____

Printed Name: _____

Date: ____/____/____

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 06.27.18

Job code: 18019

Job description: Dudley Spinelli

Tag 1: blando

Tag 2: BP

Tag 3: Sub

DESCRIPTION OF WORK

Pothole and expose the following unmarked utilities: 3" empty Electrical Sleeve coming out of concrete flatwork on south side of hardcourt and headed to north side of hardcourt. Approximately 12" deep. Exposed approximately 4' of sleeve and water continues to trickle out from under the sidewalk from possible irrigation break. Area of discharge will need to be dewatered and subgrade reworked in the next couple of days.

LABOR resources

Classification	Employee Name	Scale	Hours	Currency	Rate	Amount
Foreman (OG4)	Hancock, Chris	ST	0.5		\$85.64	\$42.82
Operator (OG3)	Sewell, Kyle	ST	0.0		\$87.65	\$0.00
Labor Group 2	Valesquez, Carlos	ST	1.0		\$58.83	\$58.83
Labor Group 2	Diaz, Osbaldo	ST	0.5		\$59.83	\$29.92

\$131.57 Subtotal

10.0% \$13.16 Markup

\$144.72 Total

EQUIPMENT resources

Classification	Equipment Code	Hours	Currency	Rate	Amount
	Cat 314 Excavator	0.5		\$87.57	\$43.79
	Hydraulic Breaker	0.0		\$51.71	\$0.00
	Tool Truck	0.0		\$25.23	\$0.00

\$43.79 Subtotal

10.0% \$4.38 Markup

\$48.16 Total

OTHER/AD-HOC expenses

Expense Type	Description	UM	Units	Currency	Rate	Amount
--------------	-------------	----	-------	----------	------	--------

Subtotal

10.0% \$0.00 Markup

\$0.00 Total

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 06.27.18

Job code: 18019

Job description: Dudley Spinelli

DESCRIPTION OF WORK

Pothole and expose the following unmarked utilities: 3" empty Electrical Sleeve coming out of concrete flatwork on south side of hardcourt and headed to north side of hardcourt. Approximately 12" deep. Exposed approximately 4' of sleeve and water continues to trickle out from under the sidewalk from possible irrigation break. Area of discharge will need to be dewatered and subgrade reworked in the next couple of days.

Tag 1: blando

Tag 2: BP

Tag 3: Sub

Summary

LABOR resources	\$144.72
EQUIPMENT resources	\$48.16
OTHER/AD-HOC expenses	\$0.00
TOTAL	\$192.89

Company Rep

Date

Client Rep

Date

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 06.28.18

Job code: 18019

Job description: Dudley Spinelli

DESCRIPTION OF WORK

Continued to pump water discharge from under flatwork on south side of hardcourt and next to electrical sleeve. Area was pumped out 4 times. At the end of the day we removed wet material to allow subgrade to dry out.

Tag 1: blando

Tag 2: BP

Tag 3: Sub

LABOR resources

Classification	Employee Name	Scale	Hours	Currency	Rate	Amount
Foreman (OG4)	Hancock, Chris	ST	0.0		\$85.64	\$0.00
Operator (OG3)	Sewell, Kyle	ST	0.0		\$87.65	\$0.00
Labor Group 2	Valesquez, Carlos	ST	1.5		\$58.83	\$88.25
Labor Group 2	Diaz, Osbaldo	ST	0.0		\$59.83	\$0.00

\$88.25 Subtotal

10.0% \$8.82 Markup

\$97.07 Total

EQUIPMENT resources

Classification	Equipment Code	Hours	Currency	Rate	Amount
	Cat 314 Excavator	0.0		\$87.57	\$0.00
	Hydraulic Breaker	0.0		\$51.71	\$0.00
	2" Trash Pump w/losses	1.5		\$5.58	\$8.37
	Tool Truck	0.0		\$25.23	\$0.00

\$8.37 Subtotal

10.0% \$0.84 Markup

\$9.21 Total

OTHER/AD-HOC expenses

Expense Type	Description	UM	Units	Currency	Rate	Amount
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Subtotal

10.0% \$0.00 Markup

\$0.00 Total

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 06.28.18

Job code: 18019

Job description: Dudley Spinelli

DESCRIPTION OF WORK

*Continued to pump water discharge from under flatwork on south side of
hardcourt and next to electrical sleeve. Area was pumped out 4 times. At the
end of the day we removed wet material to allow subgrade to dry out.*

Tag 1: blando

Tag 2: BP

Tag 3: Sub

Summary	
LABOR resources	\$97.07
EQUIPMENT resources	\$9.21
OTHER/AD-HOC expenses	\$0.00
TOTAL	\$106.28

Company Rep

Date

Client Rep

Date

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 06.29.18

Job code: 18019

Job description: Dudley Spinelli

DESCRIPTION OF WORK

Continued to pump water discharge from irrigation break under flatwork on south side of hardcourt and next to electrical sleeve.

Tag 1: blando

Tag 2: BP

Tag 3: Sub

LABOR resources

Classification	Employee Name	Scale	Hours	Currency	Rate	Amount
Foreman (OG4)	Hancock, Chris	ST	1.0		\$85.64	\$85.64
Operator (OG3)	Sewell, Kyle	ST	0.0		\$87.65	\$0.00
Labor Group 2	Valesquez, Carlos	ST	0.0		\$58.83	\$0.00
Labor Group 2	Diaz, Osbeldo	ST	0.0		\$59.83	\$0.00

\$85.64 Subtotal

10.0% Markup \$8.56

\$94.20 Total

EQUIPMENT resources

Classification	Equipment Code	Hours	Currency	Rate	Amount
	Cat 314 Excavator	0.0		\$87.57	\$0.00
	Hydraulic Breaker	0.0		\$51.71	\$0.00
	2" Trash Pump w/Hoses	1.5		\$5.58	\$8.37
	Tool Truck	1.0		\$25.23	\$25.23

\$33.60 Subtotal

10.0% Markup \$3.36

\$36.96 Total

OTHER/AD-HOC expenses

Expense Type	Description	UM	Units	Currency	Rate	Amount
--------------	-------------	----	-------	----------	------	--------

Subtotal

10.0% Markup \$0.00

\$0.00 Total

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 06.29.18

Job code: 18019

Job description: Dudley Spinelli

DESCRIPTION OF WORK

Continued to pump water discharge from irrigation break under flatwork on south side of hardcourt and next to electrical sleeve.

Tag 1: blando

Tag 2: BP

Tag 3: Sub

Summary	
LABOR resources	\$94.20
EQUIPMENT resources	\$38.98
OTHER/AD-ROC expenses	\$0.00
TOTAL	\$133.16

Company Rep

Date

Client Rep

Date

Center Joint Unified School District

DAILY EXTRA WORK REPORT

Bid Package: 18-04

Report No. 02

Project: Campus Fencing Upgrades and Basketball Court

PCO No: 06

Contractor: Blondl Paving, Inc.

Date Work Performed: 06.28.18

Superintendent: Brian Lando

DSA App #: N/A

Description of Work in Progress: Spinelli School

Continued to pump water discharge from under flatwork on south side of hardcourt and next to electrical sleeve. Area was pumped out 4 times. At the end of the day we removed wet material to allow subgrade to dry out.

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Chris Hancock</u>	<u>Foreman, Group 4</u>	<u>.00</u>	<u>\$85.64</u>	<u>\$0.00</u>
<u>Kyle Sewell</u>	<u>Operator, Group 3</u>	<u>.00</u>	<u>\$87.65</u>	<u>\$0.00</u>
<u>Carlos Valesquez</u>	<u>Laborer, Group 2</u>	<u>1.5</u>	<u>\$58.83</u>	<u>\$88.24</u>
<u>Osbaldo Diaz</u>	<u>Laborer, Group 2</u>	<u>.00</u>	<u>\$58.83</u>	<u>\$0.00</u>
				<u>\$88.24</u>

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Pump = 1.5 Hr

Materials: By Type, Units (Invoice is mandatory with reconciliation)

None

Signature: Brian Lando

(Contractor)

Date: 6.28.18

Acknowledgment: 

(Project Inspector, OR, T & M Monitor)

Date: 7/3/18

Note: IOR, OR or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Center Joint Unified School District

DAILY EXTRA WORK REPORT

Bid Package: 18-04

Report No. 01

Project: Campus Fencing Upgrades and Basketball Court

PCO No.: 06

Contractor: Biondi Paving, Inc.

Date Work Performed: 06.27.18

Superintendent: Brian Lando

DSA App #: N/A

Description of Work in Progress: Spinelli School

Pothole and expose the following unmarked utilities: 3" empty Electrical Sleeve coming out of concrete flatwork on south side of hardcourt and headed to north side of hardcourt. Approximately 12" deep. Exposed approximately 4' of sleeve and water continues to trickle out from under the sidewalk where sleeve appears to be coming from. Area of discharge will need to be dewatered and subgrade reworked in the next couple of days.

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Chris Hancock</u>	<u>Foreman, Group 4</u>	<u>.50</u>	<u>\$85.64</u>	<u>\$42.82</u>
<u>Kyle Sewell</u>	<u>Operator, Group 3</u>	<u>0</u>	<u>\$87.65</u>	<u>\$0.00</u>
<u>Carlos Valesquez</u>	<u>Laborer, Group 2</u>	<u>1.0</u>	<u>\$58.83</u>	<u>\$58.83</u>
<u>Osbaldo Diaz</u>	<u>Laborer, Group 2</u>	<u>.50</u>	<u>\$58.83</u>	<u>\$29.41</u>
				<u>\$131.06</u>

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Cat 314 Excavator = .50 Hr.

Materials: By Type, Units (Invoice is mandatory with reconciliation)

None

Signature: Brian Lando Date: 6.27.18
(Contractor)

Acknowledgment:  Date: 28 JUN 18
(Project Inspector, OR, T & M Monitor)

Note: IOR, OR or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Center Joint Unified School District

DAILY EXTRA WORK REPORT

Bid Package: 18-04

Report No. 04

Project: Campus Fencing Upgrades and Basketball Court

PCO No: 06

Contractor: Biondi Paving, Inc.

Date Work Performed: 07.2.18

Superintendent: Brian Lando

DSA App #: N/A

Description of Work In Progress: Spinelli School

Assisted District crews with installing new 3" Irrigation along edge of concrete flatwork on south side of hardcourt. Work included saw-cutting and removal of asphalt pavement, partial excavation, and backfill of irrigation with vibraplate.

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Chris Hancock</u>	<u>Foreman, Group 4</u>	<u>0.00</u>	<u>\$85.64</u>	<u>\$0.00</u>
<u>Kyle Sewell</u>	<u>Operator, Group 3</u>	<u>0.00</u>	<u>\$87.65</u>	<u>\$0.00</u>
<u>Carlos Valesquez</u>	<u>Laborer, Group 2</u>	<u>1.00</u>	<u>\$58.83</u>	<u>\$58.83</u>
<u>Osbaldo Diaz</u>	<u>Laborer, Group 2</u>	<u>1.00</u>	<u>\$58.83</u>	<u>\$58.83</u>
				<u>\$117.66</u>

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Materials: By Type, Units (Invoice is mandatory with reconciliation)

None

Signature: Brian Lando Date: 7.2.18
(Contractor)

Acknowledgment: [Signature] Date: 7/3/18
(Project Inspector, OR, T & M Monitor)

Note: IOR, OR or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

Center Joint Unified School District

DAILY EXTRA WORK REPORT

Bid Package: 18-04

Report No. 03

Project: Campus Fencing Upgrades and Basketball Court

PCO No: 06

Contractor: Biondi Paving, Inc.

Date Work Performed: 06.29.18

Superintendent: Brian Lando

DSA App #: N/A

Description of Work in Progress: Spinelli School

Continued to pump water from irrigation break under flatwork on south side of hardcourt and next to electrical sleeve.

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Chris Hancock</u>	<u>Foreman, Group 4</u>	<u>1.0</u>	<u>\$85.64</u>	<u>\$85.64</u>
<u>Kyle Sewell</u>	<u>Operator, Group 3</u>	<u>.00</u>	<u>\$87.65</u>	<u>\$0.00</u>
<u>Carlos Valesquez</u>	<u>Laborer, Group 2</u>	<u>0.0</u>	<u>\$58.83</u>	<u>\$0.00</u>
<u>Osbaldo Diaz</u>	<u>Laborer, Group 2</u>	<u>.00</u>	<u>\$58.83</u>	<u>\$0.00</u>
				<u>\$85.64</u>

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Pump = 1.5 Hr

Tool Truck = 1.0 Hr

Materials: By Type, Units (Invoice is mandatory with reconciliation)

None

Signature: Brian Lando

(Contractor)

Date: 6.29.18

Acknowledgment: 

(Project Inspector, OR, T & M Monitor)

Date: 7/3/18

Note: IOR, OR or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 007

PROJECT: No. 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Biondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows:

Over-excavate unsuitable soil at Spinelli Elementary School due to unforeseen conditions.

Reference Document (RFP, RFI #): Time and Materials Daily Extra Work Reports

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$6,785.18
2. The proposed schedule change is zero days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
		Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.	
Capital Program Management, Inc.	Nacht & Lewis	Biondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
<i>Mark Rossion</i>	<i>[Signature]</i>	<i>Brian Lando</i>	<i>[Signature]</i>
(Signature)	(Signature)	(Signature)	(Signature)
Mark Rossion	Brian Maytum	Brian Lando	SCOTT LOKU
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 20 JUL 18	DATE: July 23, 2018	DATE: 7/26/18	DATE: 7/24/18

BLONDI

P A V I N G

& E N G I N E E R I N G

8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.blondipaving.com

CA Lic. No. 505422 A, B, C-12, Haz.
NV Lic No. 53494 A, Limit
\$5M/project

Job #18019 Change Order Request #07

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone#: 916.553.4400
Mobile#: 916.410.7315
Additional#: _____
Fax#: 916.410.7315
E-mail: omarp@capitalpm.com

We have included the following items in our proposed change order:

Proposal Date:

07/19/18

Valid Through:

08/18/18

Code	Description	Quantity	UM	Unit Price	Total Price
------	-------------	----------	----	------------	-------------

Over-Excavate Unsuitables:

6/28/18

1 LS

\$770.57

6/29/18

1 LS

\$747.95

7/2/18

1 LS

\$5,286.66

CHANGE ORDER REQUEST (COR) AMOUNT

\$6,785.18

Authorized
Signature:

Brian Lando

Brian Lando - Project Manager

Date: 7.19.18

Estimator: Brian Lando

916.383.2642 direct

Reviewed By: BL

Acceptance of Proposed Change Order by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Blondi will be paid as outlined within this proposal. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature: _____

Printed Name: _____

Date: ____/____/____

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center: Joint Unified School District

Date: 06.28.18

Job code: 18019

Job description: Dudley Spinelli

PCO#: 7

DESCRIPTION OF WORK

Begin to over-excavate approximately 2000 SF by 8" deep area of unsuitable material in South and South West side of Hardcourts per Geotechnical Engineer recommendations. Other recommendations include 8" section of ¾" Class 2 AB and 1100X Fabric.

LABOR resources

Classification	Employee Name	Scale	Hours	Currency	Rate	Amount
Foreman (OG3)	Hancock, Chris	ST	1.5		\$87.65	\$131.48
Operator (OG4)	Sewell, Kyle	ST	1.5		\$85.64	\$128.46
Grade Setter (OG4)	Diaz, Osbaldo	ST	1.5		\$85.64	\$128.46
Superintendent	Lando, Brian	ST	1.5		\$53.16	\$79.74

\$458.14 Subtotal

10.0% Markup \$46.81

\$514.95 Total

EQUIPMENT resources

Classification	Equipment Code	Hours	Currency	Rate	Amount
	Cat 314 Excavator	1.5		\$87.57	\$131.36
	Cat 180H Grader	0.0		\$107.21	\$0.00
	JD 210 Skip Loader	1.5		\$42.12	\$63.18
	2500 Ga. Water Truck	1.0		\$92.19	\$0.00
	Tool Truck	1.5		\$25.23	\$37.85

\$232.38 Subtotal

10.0% Markup \$23.24

\$255.62 Total

OTHER/AD-HOC expenses

Expense Type	Description	UM	Units	Currency	Rate	Amount

Subtotal

10.0% Markup \$0.00

\$0.00 Total

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 06.28.18

Job code: 18019

Job description: Dudley Spinelli

PCOs: 7

DESCRIPTION OF WORK

Begin to over-excavate approximately 2000 SF by 8" deep area of unsuitable material in South and South West side of Hardcourts per Geotechnical Engineer recommendations. Other recommendations include 8" section of ¾" Class 2 AB and 1100X Fabric.

Summary	
LABOR resources	\$514.98
EQUIPMENT resources	\$255.62
OTHER/AD-HOC expenses	\$0.00
TOTAL	\$770.61

Brian Lando

7/2/2018

Company Rep

Date

Client Rep

Date

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 06.29.18

Job code: 18019

Job description: Dudley Spinelli

PCO#: 7

DESCRIPTION OF WORK

Pickup and Deliver 1100 X Fabric from Reed & Graham

LABOR resources

Classification	Employee Name	Scale	Hours	Currency	Rate	Amount
Foreman (OG3)	Hancock, Chris	ST	0.0		\$87.65	\$0.00
Operator (OG4)	Sewell, Kyle	ST	0.0		\$85.64	\$0.00
Grade Setter (OG4)	Diaz, Osbaldo	ST	0.0		\$85.64	\$0.00
Superintendent	Lando, Brian	ST	0.0		\$53.16	\$0.00
Laborer (LG2)	Kumar, Ashneel	ST	2.5		\$58.83	\$147.08

\$147.08 Subtotal

10.0% \$14.71 Markup

\$161.78 Total

EQUIPMENT resources

Classification	Equipment Code	Hours	Currency	Rate	Amount
	Cat 314 Excavator	0.0		\$87.57	\$0.00
	Cat 180H Grader	0.0		\$107.21	\$0.00
	JD 210 Skip Loader	0.0		\$42.12	\$0.00
	2500 Ga. Water Truck	0.0		\$92.19	\$0.00
	Tool Truck	2.5		\$25.23	\$63.08

\$63.08 Subtotal

10.0% \$6.31 Markup

\$69.38 Total

OTHER/AD-HOC expenses

Supplier	Description	UM	Units	Currency	Rate	Amount
Reed & Graham	1100 X Fabric	EA	1	\$	489.80	\$ 489.80

\$489.80 Subtotal

10.0% \$46.98 Markup

\$536.78 Total

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 06.29.18

Job code: 18018

Job description: Dudley Spinelli

PCO#: 7

DESCRIPTION OF WORK

Pickup and Deliver 1100 X Fabric from Reed & Graham

Summary

LABOR resources	\$161.78
EQUIPMENT resources	\$69.38
OTHER/AD-HOC expenses	\$516.78
TOTAL	\$747.95

Brian Lando

6/29/2018

Company Rep

Date

Client Rep

Date

**REED &
GRAHAM
INC.**

INVOICE NUMBER:	921376
INVOICE DATE:	06/30/2018
PAYMENT DUE DATE:	07/30/2018
TOTAL DUE THIS INVOICE:	\$469.80

BIONDI PAVING
8150 37TH AVE.
SACRAMENTO, CA 95824-2306

\$

REED & GRAHAM INC. BIONDI PAVING 8150 37TH AVE. SACRAMENTO, CA 95824-2306		ASPHALT MIXES * EMULSIONS * ROAD OILS * TRUCKING 690 SUNOL STREET * SAN JOSE, CALIFORNIA 95126 * TELEPHONE (408) 287-1400 * FAX (408) 294-3696	
		INVOICE NO. 921376	
PAGE 1 OF 1			

CUSTOMER NO.	INVOICE DATE	DATE OF SALE	P.O. NUMBER	OUR EQUIP. #	SALE SITE
002400	06/30/2018	06/29/2018			SAC

JOB: 18019 - SPENELLI ELEMENTARY /

WEIGHT CERTIFICATE NO:
PS135629

Handwritten notes:
 1E1112
 621376
 613068
 469.80
 18019
 713068
 613068
 18019 00.5262

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
TENSAR BXTYPE 1 13.1' X246' (358.6SY) BIAXIAL GEOGRID	1.00	435.0000	435.00

STATE/FUEL TAX	EXCISE TAX	SALES TAX	AMOUNT TAXED	TOTAL INVOICE AMOUNT
0.00	0.00	34.80	435.00	469.80

ATTORNEY FEES AND INTEREST: If court action be instituted on this invoice, purchaser promises to pay reasonable attorney fees. Interest charged at 1 1/2% per month on all over-due accounts. APR = 18%.

NOTICE: Your attention is directed to Section 1193 (c) California Code of Civil Procedure which requires us to notify you that if bills are not paid in full for labor, services, equipment or materials furnished, or to be furnished, the improved property may be subject to mechanic's liens.

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 07.02.18

Job code: 18019

Job description: Dudley Spinelli

PCO#: 7

DESCRIPTION OF WORK

Placed 1100X Fabric in Over-Excavated areas and backfilled with 8" thick section of Class 2 AB rock in 2 lifts. Includes loading and offhauling excess dirt spoils.

LABOR resources

Classification	Employee Name	Scale	Hours	Currency	Rate	Amount
Foreman (OG2)	Hancock, Chris	ST	2.0		\$89.48	\$178.96
Foreman (OG4)	Hancock, Chris	ST	2.0		\$85.64	\$171.28
Operator (OG3)	Sewell, Kyle	ST	1.0		\$87.65	\$87.65
Operator (OG4)	Sewell, Kyle	ST	2.0		\$85.64	\$171.28
Labor Trucker Group 2	Valesquez, Carlos	ST	1.0		\$70.58	\$70.58
Labor Group 2	Valesquez, Carlos	ST	2.0		\$58.83	\$117.66
Labor Group 2	Diaz, Osbaldo	ST	2.0		\$58.83	\$117.66
Grade Setter (OG4)	Diaz, Osbaldo	ST	1.0		\$85.64	\$85.64
Superintendent	Lendo, Brian	ST	3.0		\$53.16	\$159.48

\$1,160.19 Subtotal

10.0% \$116.02 Markup

\$1,276.21 Total

EQUIPMENT resources

Classification	Equipment Code	Hours	Currency	Rate	Amount
	Cat 314 Excavator	1.0		\$87.57	\$87.57
	Cat 160H Grader	2.0		\$107.21	\$214.42
	JD 210 Skip Loader	2.0		\$42.12	\$84.24
	2500 Ga. Water Truck	1.0		\$92.19	\$92.19
	Tool Truck	3.0		\$25.23	\$75.69

\$554.11 Subtotal

10.0% \$55.41 Markup

\$609.52 Total

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 07.02.18

Job code: 18019

Job description: Dudley Spinelli

PCO#: 7

DESCRIPTION OF WORK

Placed 1100X Fabric in Over-Excavated areas and backfilled with 8" thick section of Class 2 AB rock in 2 lifts. Includes loading and offhauling excess dirt spoils.

OTHER/AD-HOC expenses

	Description	UM	Units	Currency	Rate	Amount
Larry Jenkins Trucking	10-Wheeler	HR	16		\$110.00	\$1,760.00
Vulcan Materials	3/4" Class 2 AB	TN	92.29			\$1,313.57

\$3,073.57 Subtotal

10.0% \$307.36 Markup

\$3,380.93 Total

Summary

LABOR resources	\$1,276.21
EQUIPMENT resources	\$609.62
OTHER/AD-HOC expenses	\$3,380.93
TOTAL	\$5,266.66

Brian Lando

Company Rep

7/2/2018

Date

Client Rep

Date



SHIP TO:
 18019 -DUDLEY AND SPINELLI / ANTELOPE
 DUDLEY AND SPINELLI / ANTELOPE
 18019 -DUDLEY AND SPINELLI / ANTELOPE
 DUDLEY AND SPINELLI / ANTELOPE
 ROSEVILLE, CA 95747

SOLD TO:
 BIONDI PAVING
 8150 37TH AVE
 SACRAMENTO CA 95824-2306

To ensure proper credit, please include remittance or
 list invoice numbers on your check remittance and
 send to:

Calmat Co dba Vulcan Materials Co
 Lockbox 55572
 Los Angeles, CA 90074-5572, US
 Phone: 1-800-777-8752 or
 help@vmcmail.com

CUSTOMER NO: 94840-213704
 INVOICE NO: 71874153
 INVOICE DATE: 07/08/2018
 INVOICE AMT: 7,402.08
 ORDER: 525540
 DUE DATE: 08/15/2018

INVOICE

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.				TAXES: CALIFORNIA PLACER		PERCENT: 6.00% 1.25%	AMOUNT: 414.10 86.27	SALES TAX: 500.37	TOTAL PRODUCT: 6,781.71	Pay this AMOUNT: \$7,402.08					
TOTAL QUANTITY: 521.87				TOTAL LOADS: 24.00				FEES:	TOTAL FREIGHT: 0.00						
									TOTAL OTHER: 120.00						
SALES REP		PO NUMBER		REF		CONTRACT NO.		TAX EXEMPT ID.		TERMS					
13501 David Brand		18019								NET 15TH PROX - Payable in full by the 15th of each month following month of shipment					
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING		FOB		PICKUP					
71874153	07/08/2018	94840-213704	5123-171	ROSEVILLE RECYCLE	525540										
TICKET DETAIL						PRODUCT		FREIGHT		ADDED CHARGES		AMOUNT			
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT
07/02/2018	22632495	50364	STANDARD	18035	3/4IN CL 2 RECYCLED BASE	T	23.88	13.00				L	1.00	5.00	310.44
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										5.00
	22632496	00001	STANDARD	18035	3/4IN CL 2 RECYCLED BASE	T	22.36	13.00				L	1.00	5.00	290.68
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										5.00
	22632497	15851	STANDARD	18035	3/4IN CL 2 RECYCLED BASE	T	24.34	13.00				L	1.00	5.00	316.42
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										5.00
	22632500	50364	STANDARD	18035	3/4IN CL 2 RECYCLED BASE	T	24.50	13.00				L	1.00	5.00	318.50
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										5.00
	22632501	00001	STANDARD	18035	3/4IN CL 2 RECYCLED BASE	T	22.53	13.00				L	1.00	5.00	292.89
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										5.00
	22632502	15851	STANDARD	18035	3/4IN CL 2 RECYCLED BASE	T	24.34	13.00				L	1.00	5.00	316.42
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										5.00
	22632504	50364	STANDARD	18035	3/4IN CL 2 RECYCLED BASE	T	24.31	13.00				L	1.00	5.00	316.03
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										5.00
	22632505	00001	STANDARD	18035	3/4IN CL 2 RECYCLED BASE	T	22.52	13.00				L	1.00	5.00	292.76
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										5.00
	22632506	15851	STANDARD	18035	3/4IN CL 2 RECYCLED BASE	T	24.50	13.00				L	1.00	5.00	318.50
			STANDARD	ENVFEE	Environmental Fee -Agg & Asphalt										5.00

VULCAN MATERIALS COMPANY AND SUBSIDIARIES
 CALMAT CO DBA VULCAN MATERIALS CO

FORM 1 10 0 000 FORM 10084 04787774200 09 08/18/2018 10/15/18

LARRY JENKINS TRUCKING, INC.
5545 MERCHANT CIRCLE
PLACERVILLE CA 95667



INVOICE: 201807-17

Date: 07/02/18

DTS Job: 07/02/18-12

Cust. #: BIONDI

Customer Job: SPINELLI SCHOOL

P. O.: 18-019

Origin: VULCAN ROSEVILLE

BIONDI PAVING INC.
8150 37TH AVENUE
SACRAMENTO CA 95824-2306

Destination: SPINELLI SCHOOL

Date	Ticket	Pay Code	Description	Material	Tn/Loads	Qty	Rate	Amount
07/02	230775	ALEXG	SPINELLI SCHOOL	RECYCLE /		8.50	110.00	935.00
Totals:						8.50		
							Amount:	935.00

12045
201807-17 18018
7/2/18 pay date 8/20/18
935.00 acct date 7/2/18
cost code cat acct. 2018

COROT → 18018 000.56 0 154.00 = 1.4 hrs x \$110 = \$154
18018 024.10 0 761.00

DUE AND PAYABLE BY THE 20TH OF THE MONTH FOLLOWING SERVICE

LARRY JENKINS TRUCKING, INC.
5545 MERCHANT CIRCLE
PLACERVILLE CA 95867



INVOICE: 201807-34

Date: 07/02/18

DTS Job: 07/02/18-19

Cust. #: BIONDI

Customer Job: SPINELLI SCHOOL
P. O.: 18-019

Origin: VULCAN ROSEVILLE

BIONDI PAVING INC.
8150 37TH AVENUE
SACRAMENTO CA 95824-2306

Destination: SPINELLI SCHOOL

Date	Ticket	Pay Code	Description	Material	Tn/Loads	Qty	Rate	Amount
07/02	234077	KENTS	SPINELLI SCHOOL	RECYCLE #		7.30	110.00	803.00

Totals:

7.30

Amount:

803.00

17045
201807-34
7/2/18
803.00
COR 07 → 18019 020.96 8

Product	18019
descr	8/20/18
pay unit	7/2/18
acct c	
code	
qty	
rate	
amt	

DUE AND PAYABLE BY THE 20TH OF THE MONTH FOLLOWING SERVICE

LARRY JENKINS TRUCKING, INC.
5545 MERCHANT CIRCLE
PLACERVILLE CA 95667



INVOICE: 20-1807-9

Date: 07/02/18

DTS Job: 07/02/18-9

Cust. #: BIONDI

Customer Job: SPINELLI SCHOOL
P. O.: 18-019

Origin: VULCAN ROSEVILLE

BIONDI PAVING INC.
8150 37TH AVENUE
SACRAMENTO CA 95824-2306

Destination: SPINELLI SCHOOL

Date	Ticket	Pay Code	Description	Material	Tn/Loads	Qty	Rate	Amount
07/02	220499	CROCK	SPINELLI SCHOOL	RECYCLE /		7.30	110.00	803.00

Totals:

7.30

Amount:

803.00

12045
201807-9
7/2/18
803.00
12019
8/20/18
accl date 7/2/18
COROT → 12019 020.568

DUE AND PAYABLE BY THE 20TH OF THE MONTH FOLLOWING SERVICE

DAILY EXTRA WORK REPORT

Report No.: 02

PCO No.: 07

Date Work Performed: 07.02.18

DSA App #: N/A

Description of Work in Progress: (Include Building/Area)

Picked up 1100 X Fabric from Reed and Graham. Placed 1100X Fabric in Over-Excavated areas and backfilled with 8" thick section of Class 2 AB rock in 2 lifts. Load and off haul excess dirt spoils.

Personnel:

Name

Craft/Classification

Hours

Pay Rate

Total

See attached report

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

See attached report

Materials: By Type, Units (Invoice is mandatory with reconciliation)

See attached report

Signature: Brian Lando

(Contractor)

Date: 07.02.18

Acknowledgment:

(Project Inspector, OR, T & M Monitor)

Date: 7/3/18

Note: IOR, OR or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 07.02.18

Job code: 18019

Job description: Dudley Spinelli

PCO#: 7

DESCRIPTION OF WORK

Picked up 1100 X Fabric from Reed and Graham. Placed 1100X Fabric in Over-Excavated areas and backfilled with 8" thick section of Class 2 AB rock in 2 lifts. Load and offhaul excess dirt spoils.

LABOR resources

Classification	Employee Name	Scale	Hours	Currency	Rate	Amount
Foreman (OG2)	Hancock, Chris	ST	2.0		\$89.48	\$178.96
Foreman (OG4)	Hancock, Chris	ST	2.0		\$85.64	\$171.28
Operator (OG3)	Sewell, Kyle	ST	1.0		\$87.65	\$87.65
Operator (OG4)	Sewell, Kyle	ST	2.0		\$85.64	\$171.28
Labor Truck Group 2	Valesquez, Carlos	ST	1.0		\$70.58	\$70.58
Labor Group 2	Valesquez, Carlos	ST	2.0		\$58.83	\$117.66
Labor Group 2	Diaz, Osbaldo	ST	2.0		\$58.83	\$117.66
Grade Setter (OG4)	Diaz, Osbaldo	ST	1.0		\$85.64	\$85.64
Superintendent	Lando, Brian	ST	3.0		\$53.16	\$159.48

\$1,160.19 Subtotal
Markup 10.0% \$116.02
Total \$1,276.21

EQUIPMENT resources

Classification	Equipment Code	Hours	Currency	Rate	Amount
	Cat 314 Excavator	1.0		\$87.57	\$87.57
	Cat 160H Grader	2.0		\$107.21	\$214.42
	JD 210 Skip Loader	2.0		\$42.12	\$84.24
	2500 Ga. Water Truck	1.0		\$92.19	\$92.19
	Tool Truck	3.0		\$25.23	\$75.69

\$554.11 Subtotal
Markup 10.0% \$55.41
Total \$609.52

OTHER/AD-HOC expenses

Expense Type	Description	UM	Units	Currency	Rate	Amount
	1100 X Fabric					
	10-Wheeler					
	Transfer					

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 07.02.18

Job code: 18019

Job description: Dudley Spinall

PCOM: 7

DESCRIPTION OF WORK

Picked up 1100X Fabric from Reed and Graham, Placed 1100X Fabric in Over-Excavated areas and backfilled with 8" thick section of Class 2 AB rock in 2 lifts. Load and offhaul excess dirt spoils.

[illegible]

Summary

LABOR resources	\$1,276.21
EQUIPMENT resources	\$609.52
OTHER/AD-HOC expenses	\$0.00
TOTAL	\$1,885.73

Brian Lando

Сотриву Рер

7/2/2018

Date _____

Client Rep

Date _____

Center Joint Unified School District

DAILY EXTRA WORK REPORT

Bid Package: 18-04

Report No. 01

Project: Campus Fencing Upgrades and Basketball Court

PCO No.: 07

Contractor: Biondi Paving, Inc.

Date Work Performed: 06.28.18

Superintendent: Brian Lando

DSA App #: N/A

Description of Work In Progress: Spinelli School

Begin to over-excavate approximately 2000 SF by 8" deep area of unsuitable material in South and South West side of Hardcourts per Geotechnical Engineer recommendations. Other recommendations include 8" section of ¾" Class 2 AB and 1100X Fabric.

Personnel:

Name	Craft/Classification	Hours	Pay Rate	Total
<u>Chris Hancock</u>	<u>Foreman, Group 3</u>	<u>1.5</u>	<u>\$87.65</u>	<u>\$131.47</u>
<u>Kyle Sewell</u>	<u>Operator, Group 4</u>	<u>1.5</u>	<u>\$85.64</u>	<u>\$128.46</u>
<u>Carlos Valesquez</u>	<u>Laborer, Group 2</u>	<u>0.0</u>	<u>\$58.83</u>	<u>\$0.00</u>
<u>Osbaldo Diaz</u>	<u>Grade Setter, Group 4</u>	<u>1.5</u>	<u>\$85.64</u>	<u>\$128.46</u>
<u>Brian Lando</u>	<u>Superintendent</u>	<u>1.5</u>	<u>\$53.16</u>	<u>\$53.16</u>
<u>Total</u>				<u>\$441.55</u>

Equipment: By Type, Number and Hours (Invoice is mandatory with reconciliation)

Cat 314 Excavator = 1.5 Hr.

Skip Loader = 1.50 Hr.

Tool Truck = 1.5 Hr.

Materials: By Type, Units (Invoice is mandatory with reconciliation)

None

Signature: Brian Lando
(Contractor)

Date: 6.28.18

Acknowledgment: 
(Project Inspector, OR, T & M Monitor)

Date: 7/3/18

Note: IOR, OR or T&M Monitor must sign on the day that the work is being performed or Contractor will forfeit payment.



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #. 008

PROJECT: No 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Biondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows

Relocate fence and gate post footings between trash enclosure and multi-purpose room at Spinelli Elementary School due to storm drain conflict and remove and replace 11'x6' section of sidewalk in proposed gate location.

Reference Document (RFP, RFI #): ASI #4

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is \$1,807.97
2. The proposed schedule change is zero days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
<p>Capital Program Management, Inc. OWNERS REP (Typed Name)</p> <p><i>Mark Rossen</i> (Signature)</p> <p>MARK ROSSON (Print Name)</p> <p>DATE 7/17/18</p>	<p>Nacht & Lewis ARCHITECT (Typed Name)</p> <p><i>[Signature]</i> (Signature)</p> <p>Brian Maytum (Print Name)</p> <p>DATE 7/17/2018</p>	<p>Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.</p> <p>Biondi Paving, Inc. CONTRACTOR (Typed Name)</p> <p><i>Brian Lando</i> (Signature)</p> <p>Brian Lando (Print Name)</p> <p>DATE 7/17/18</p>	<p>Center Joint Unified School District DISTRICT / OWNER (Typed Name)</p> <p><i>[Signature]</i> (Signature)</p> <p>Scott A. Loehr (Print Name)</p> <p>DATE 7/17/18</p>

Biondi Paving Inc. d/b/a



8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.biondipaving.com

CA Lic. No. 505422 A, B, C, 12, Haz
NV Lic. No. 53494 A, Limit
\$5M/project

Job #18019 Change Order Request #08R1

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone# 916.553.4400
Mobile# 916.410.7315
Additional#
Fax# 916.410.7315
E-mail: omarp@capitalpm.com

We have included the following items in our proposed change order					COR Date: 07/17/18	Valid Through 08/18/18
Code	Description	Quantity	UM	Unit Price	Total Price	
	Work for Spinelli E.S.:					
	Relocate Fence and Gate Post Footings between Trash Enclosure & Multi-Purpose Room due to Storm Drain Conflict with gate post. Includes Coning and offhauling of Spoils.	2	Ea			
	Remove and replace 11x8" section of sidewalk in proposed gate location. Includes doweling concrete into existing and 6" AB Rock section.	66	SF			
	Extension of Time	1	Day			
	Material Cost					\$135.04
	Labor Cost					\$672.29
	Equipment Cost					\$143.00
	Total Material, Labor, and Equipment Cost					\$950.33
	10% Markup					\$95.03
	Total Material, Labor, and Equipment with Markup					\$1,045.36
	Subcontract Cost					\$709.24
	5% Markup on Subcontract					\$35.46
	Total Amount with Subcontract					\$1,790.07
	Bond at 1%					\$17.90
	CHANGE ORDER REQUEST (COR) AMOUNT					\$1,807.97



CRUSADER FENCE CO., INC.

DATE

Thursday, June 24, 2010

FIELD INSTRUCTION

Cost proposal 1

Spinelli Elementary School (18-04B)

Owner/General Contractor

PROPOSAL NO

7-Review

DESCRIPTION OF WORK

Relocate walk gate and footing when cored and excavated to expose conflicts. Relocate post holes and cost for coring at sidewalk.

JOB NAME

Spinelli Elementary School (18-04B)

TIME EXTENSION REQUIRED

2 DAYS Time lost one day

EQUIP NO	EQUIPMENT (Cal trans rates)	HOURS	Cal Trans HOURLY RATE	EXTENDED AMOUNTS	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
1	Bobcat ch/ auger	0	25.72	0.00	Foreman	O. T. 0	109.85	0.00
2	Crew truck	3	33.12	99.36	Core excavate original	REG. 3	73.16	219.30
3	Dump truck	0	81.72	0.00	Laborer	O. T. 0	105.32	0.00
4	Superintendent Truck	1	25.04	25.04	Core excavate original	REG. 3	70.21	210.63
5	compressor	0	19.25	0.00	Labor	O. T. 0	105.32	0.00
6	Jack Hammer	0	18.00	0.00	New holes	REG. 0	70.21	0.00
7	Welder	0	11.78	0.00	Foreman	O. T. 0	113.15	0.00
8	Concrete saw	0	17.50	0.00	New holes	REG. 0	75.43	0.00
9	Material trailer	0	17.50	0.00	Laborer	O. T. 0	105.65	0.00
10	Back Hoe/Mini ex	0	25.72	0.00		REG. 0	70.43	0.00
11	Fork lift	0	27.14	0.00	Labor	O. T. 0	105.65	0.00
12	Man lift	0	24.12	0.00		REG. 0	70.43	0.00
13		0		0.00	Superintendent	O. T. 0	120.86	0.00
14		0		0.00		REG. 1	90.43	90.43
TOTAL FOR EQUIPMENT				\$124.40	Office support	REG. 0	85.00	0.00
					SHOP	REG. 0	85.00	0.00
MATERIAL					SUB-TOTAL			\$520.38
DESCRIPTION	NO UNIT	UNIT COST		LABOR EXPENSES				
Coring	0	\$ 125.00	0.00					
see attached material breakout	0	\$ -	0.00	SUBSISTENCE				
	0	\$ -	0.00	TRAVEL EXPENSE				
	0	\$ -	0.00	OTHER				
concrete	0	\$ -	0.00					
Post load charge on concret	0	\$ -	0.00	TOTAL COST OF LABOR				
TOTAL COST OF EQUIPMENT, MATERIALS					A 520.38			
					B 124.40			
				10 % ON LABOR COST	A 52.04			
				10 % ON EQUIPMENT, MATERIAL	B 12.44			
				0 % BONDS & INSURANCE	C 0.00			
				0.0000 % tax on material	0.00			
Coteba Nasse CFP								
CRUSADER FENCE REPRESENTATIVE								
				TOTAL THIS REPORT \$709.24				

LETTER OF TRANSMITTAL

Date: June 28, 2018

To: Brian Lando, Biondi Paving, Inc.

Re: Center Joint Unified School District Project No. 18-04 ASI No. 4

We are sending via:

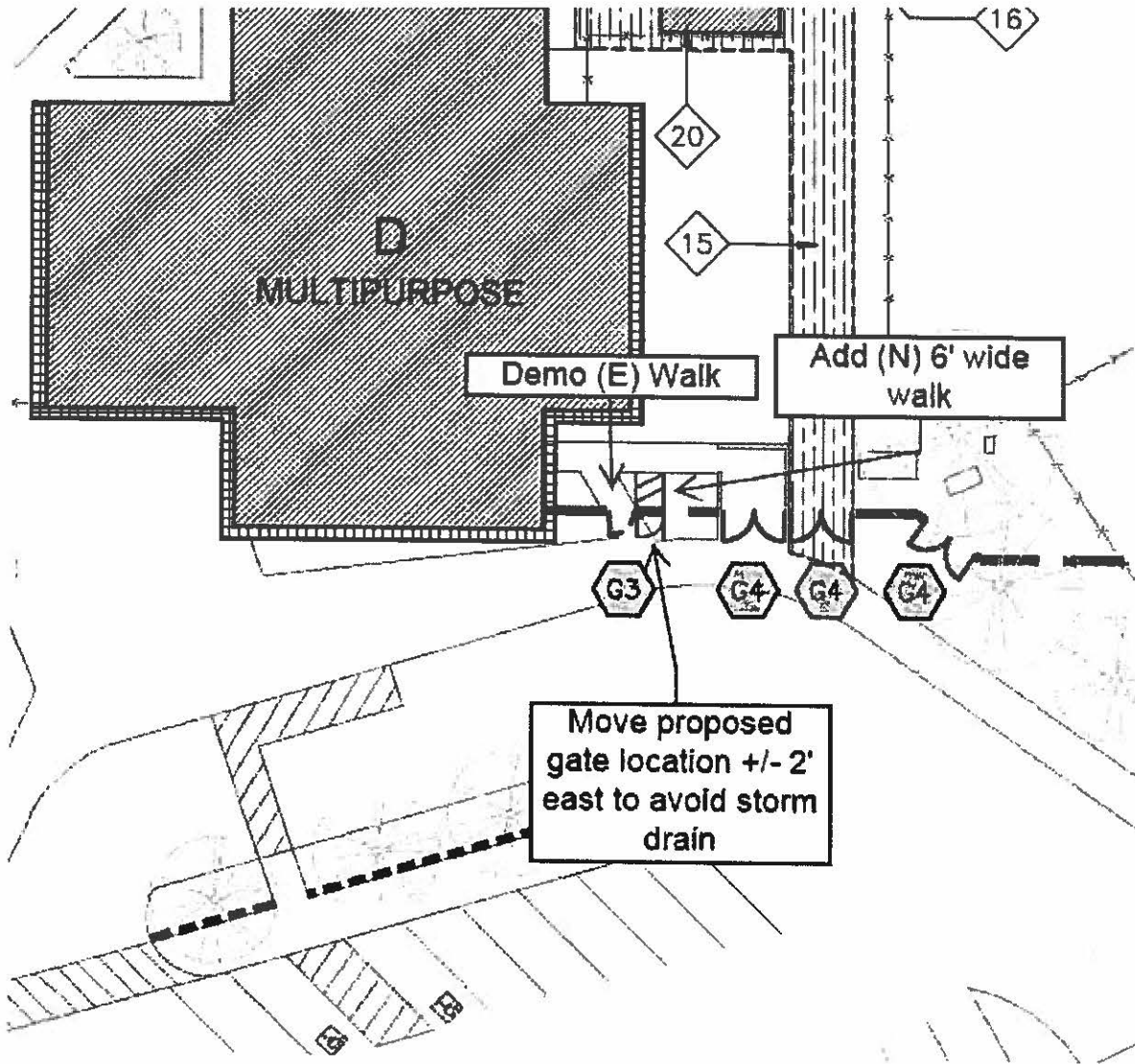
No.	Date	Description
01	6/28/18	Architects Supplement Instructions No. 4

Comments:

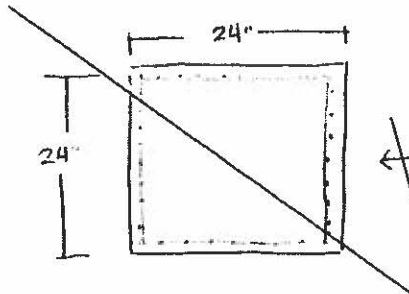
If you have any questions, please call me at (916) 553-4400.

Sincerely,

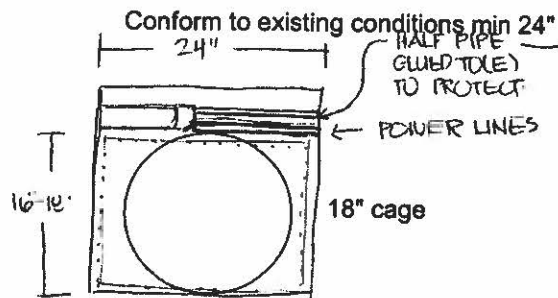
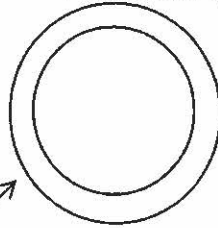
Omar Peña
Assistant Program Manager



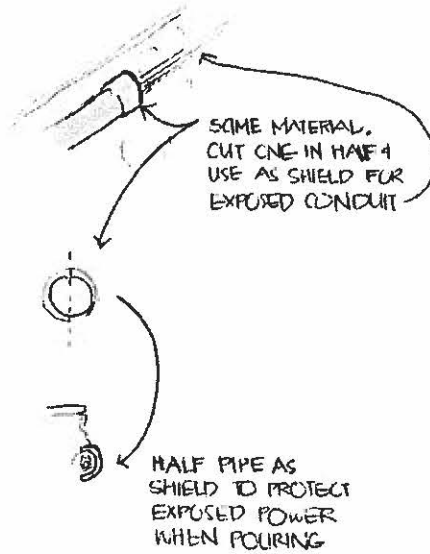
24" hole with 18" cage
Usual round spec hole



← USUAL



* AS LONG AS IT STAYS 24" ON THE ONE SIDE, OK TO HAVE REBAR CAGE ON OTHER SIDE AT 16"-18" TO AVOID LINES.





Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-8400 Office
(916) 338-8411 Fax

PROPOSED CHANGE ORDER

PCO #: 009

PROJECT: No. 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Blondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows:

Relocate blue fence and gate at Spinelli Elementary School main entrance due to proposed post and rain water leader conflict.

Reference Document (RFP, RFI #): RFI #10

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$7,810.83
2. The proposed schedule change is (1) one day

REVIEWED	REVIEWED	ACCEPTED	APPROVED
Capital Program Management, Inc.	Nacht & Lewis	Blondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
<i>Mark Rosson</i> (Signature)	<i>[Signature]</i> (Signature)	<i>Brian Lando</i> (Signature)	<i>[Signature]</i> (Signature)
MARK ROSSON (Print Name)	Brian Maytum (Print Name)	<i>Brian Lando</i> (Print Name)	Scott A. Loehr (Print Name)
DATE: 19 JUL 18	DATE: July 23, 2018	DATE: 7/20/18	DATE: 7/23/18

Biondi Paving Inc dba

BIONDI

P A V I N G
& E N G I N E E R I N G

8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.biondipaving.com

CA Lic. No. 505422 A, B, C-12, Haz.
NV Lic No. 53494 A, Limit
\$5M/project

Job #18019 Change Order Request #09

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone#:916.553.4400
Mobile#:916.410.7315
Additional#:
Fax#:916.410.7315
E-mail:omarp@capitalpm.com

COR Date:

07/17/19

Valid Through:

08/16/19

We have included the following items in our proposed change order:

Code	Description	Quantity	UM	Unit Price	Total Price
Work for Spinelli E.S.:					
	Relocate Blue Fence and Gate at main entrance to school due to proposed post and rain water leader conflict.	1	LS		
	Extension of Time:	1	Day		
	Material Cost				
	Labor Cost - Supervision due to extension of time = 8 hr x \$53.16				\$425.28
	Equipment Cost				
	Total Material, Labor, and Equipment Cost				\$425.28
	10% Markup				\$42.53
	Total Material, Labor, and Equipment with Markup				\$467.81
	Subcontract Cost				\$6,919.70
	5% Markup on Subcontract				\$345.99
	Total Amount with Subcontract				\$7,733.49
	Bond at 1%				\$77.33
	CHANGE ORDER REQUEST (COR) AMOUNT				\$7,810.83

**Authorized
Signature:**

Brian Lando
Brian Lando - Project Manager

Estimator: Brian Lando
916.383.2642 direct

Date: 7.17.18

Reviewed By : BL

Acceptance of Proposed Change Order by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Biondi will be paid as outlined within this proposal. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature: _____

Printed Name: _____

Date: ____/____/____



DATE: Thursday, June 21, 2018 FIELD INSTRUCTION Blue gate
Spinelli Elementary School (18-04B)
 Owner/General Contractor _____ PROPOSAL NO: 1

DESCRIPTION OF WORK: Adjust Blue gate to new location. Existing location had to much in the under ground. Cost to core and cap holes in sidewalk at original locations . Cost to add new fence panels and demolition of required fence . JOB NAME Spinelli Elementary School (18-04B)

TIME EXTENSION REQUIRED ADD 3 days one day lost

EQUIP. NO.	EQUIPMENT (Cal trans rates)	HOURS	Cal Trans HOURLY RATE	EXTENDED AMOUNTS		LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
1	Bobcat c/w auger	0	25.72	0.00		Foreman	O. T. 0	109.65	0.00
2	Crew truck	24	33.12	794.88			REG. 24	73.10	1,754.40
3	Dump truck	0	51.72	0.00		Laborer	O. T. 0	105.32	0.00
4	Superintendent Truck	1	25.04	25.04			REG. 24	70.21	1,685.04
5	compressor	0	19.25	0.00		Labor	O. T. 0	105.32	0.00
6	Jack Hammer	0	18.00	0.00			REG. 0	70.21	0.00
7	Welder	0	11.78	0.00		Foreman	O. T. 0	113.15	0.00
8	Concrete saw	0	17.50	0.00			REG. 0	75.43	0.00
9	Material trailer	0	17.50	0.00		Laborer	O. T. 0	105.65	0.00
10	Back Hoe/Mini ex	0	25.72	0.00			REG. 0	70.43	0.00
11	Fork lift	0	27.14	0.00		Labor	O. T. 0	105.65	0.00
12	Man lift	0	24.12	0.00			REG. 0	70.43	0.00
13		0		0.00		Superintendent	O. T. 0	120.65	0.00
14		0		0.00			REG. 1	90.43	90.43
TOTAL FOR EQUIPMENT				\$819.92		Office support	REG. 0	65.00	0.00
						SHOP	REG. 0	65.00	0.00
MATERIAL						SUB-TOTAL			\$3,529.87
DESCRIPTION		NO. UNIT	UNIT COST		LABOR EXPENSES				
material		1	\$ 1,965.85	1,965.85	SUBSISTENCE TRAVEL EXPENSE OTHER				
see attched material breakout		0	\$ -	0.00					
core four holes		4	\$ 125.00	500.00					
Credit paint		1	\$ (600.00)	-600.00					
concrete		1	\$ 75.00	75.00					
		0	\$ -	0.00	TOTAL COST OF LABOR				A 3529.87
TOTAL COST OF EQUIPMENT, MATERIALS									B 2760.77
					+ 10 % ON LABOR COST				(A) 352.99
					+ 10 % ON EQUIPMENT, MATERIAL				(B) 276.08
					+ 0 % BONDS & INSURANCE				(C) 0.00
					0.0000 % tax on material				0.00
Colebe Massie CFP									
CRUSADER FENCE REPRESENTATIVE									



8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.biondipaving.com

Request for Information #10

To: CPM
Attn: Omar Pena
From: Brian Lando
Date: June 21, 2018
Job: Campus Fencing Upgrades for Spinelli and Dudley E.S.

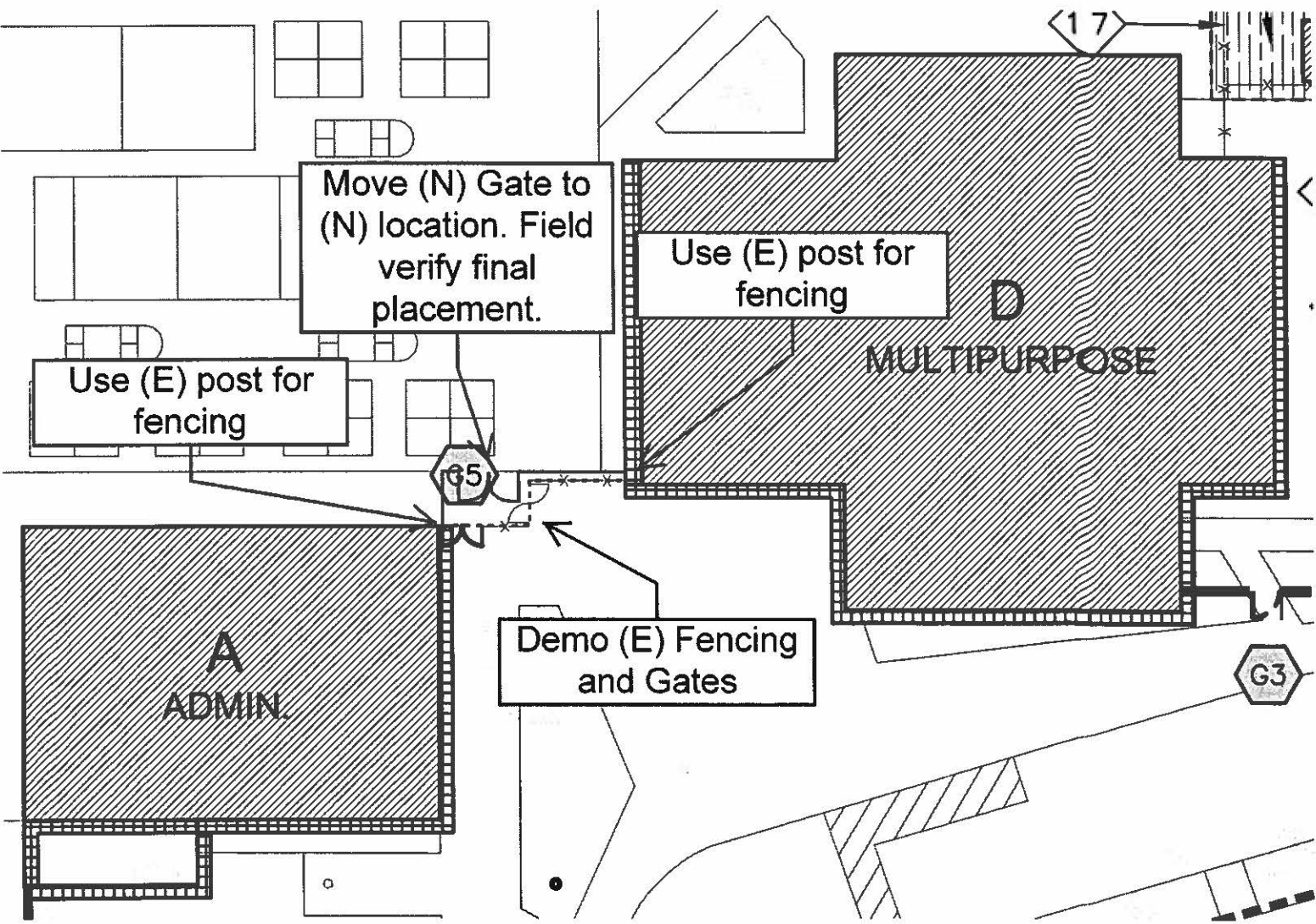
Biondi Paving, Inc requests a written response on the following information:

1. At Spinelli ES. – If we move the blue gate 12" away from the downspout the post on the opposite side will end up being in conflict with the existing area drain as shown in the photo. Crusader Fence has requested to use the existing gate posts and paint black to match remainder of fence. See attached recommendation.

Please respond by fax (916.383.3077) or email to blando@biondipaving.com.

Thanks,

Brian Lando





Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 010

PROJECT: No. 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Biondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

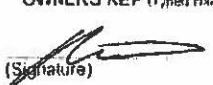
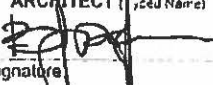
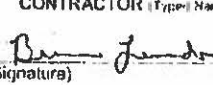
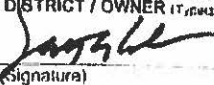
Contractor proposes to change the Contract as follows:

Change 6' wide gate to 8' wide gate at north east corner of hardcourt at Spinelli Elementary School after field verification

Reference Document (RFP, RFI #): RFI #007

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is \$507.43
2. The proposed schedule change is zero days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
Capital Program Management, Inc.	Nacht & Lewis	Biondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
 (Signature)	 (Signature)	 (Signature)	 (Signature)
Omar Peña (Print Name)	Brian Maytum (Print Name)	Brian Lundo (Print Name)	SCOTT LOHR (Print Name)
DATE 7/26/18	DATE July 23, 2018	DATE 7/20/18	DATE 7/24/18

Biondi Paving Inc dba



8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.biondipaving.com

CA Lic. No. 505422 A, B, C-12, Haz.
NV Lic No. 53494 A, Limit
\$5M/project

Job #18019 Change Order Request #10

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone#:916.553.4400
Mobile#:916.410.7315
Additional#:
Fax#:916.410.7315
E-mail:omarp@capitalpm.com

We have included the following items in our proposed change order:				COR Date: 07/17/18	Valid Through: 08/16/18
Code	Description	Quantity	UM	Unit Price	Total Price
Work for Spinelli E.S.:					
	Change 6' wide gate to 8' wide at North East corner of Hardcourt	1	LS		
	Extension of Time:	-	Day		
	Material Cost				
	Labor Cost				
	Equipment Cost				
	Total Material, Labor, and Equipment Cost				<u>\$0.00</u>
	10% Markup				\$0.00
	Total Material, Labor, and Equipment with Markup				<u><u>\$0.00</u></u>
	Subcontract Cost				\$478.48
	5% Markup on Subcontract				\$23.92
	Total Amount with Subcontract				<u><u>\$502.40</u></u>
	Bond at 1%				\$5.02
	CHANGE ORDER REQUEST (COR) AMOUNT				<u><u>\$507.43</u></u>

**Authorized
Signature:**

Brian Lando
Brian Lando - Project Manager

Estimator: Brian Lando
916.383.2642 direct

Date: 7.17.18

Reviewed By : BL

Acceptance of Proposed Change Order by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and BlonDI will be paid as outlined within this proposal. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature: _____

Printed Name: _____

Date: ____/____/____



DATE : Thursday, June 21, 2018 FIELD INSTRUCTION Cost Proposal 003
 Owner/General Contractor Spinelli Elementary School (18-04B) PROPOSAL NO : 3-revised

DESCRIPTION OF WORK: Change gate G-8 to 8'x8' double gate JOB NAME Spinelli Elementary School (18-04B)

TIME EXTENSION REQUIRED

EQUIP. NO.	EQUIPMENT (Cal trans rates)	HOURS	Cal Trans HOURLY RATE	EXTENDED AMOUNTS		LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS	
1	Bobcat c/w auger	0	25.72	0.00		Foreman	O. T. 0	109.65	0.00	
2	Crew truck	0	33.12	0.00			REG. 0	73.10	0.00	
3	Dump truck	0	51.72	0.00		Laborer	O. T. 0	105.32	0.00	
4	Superintendent Truck	0	25.04	0.00			REG. 0	70.21	0.00	
5	compressor	0	19.25	0.00		Labor	O. T. 0	105.32	0.00	
6	Jack Hammer	0	18.00	0.00			REG. 0	70.21	0.00	
7	Welder	0	11.78	0.00		Foreman	O. T. 0	113.15	0.00	
8	Concrete saw	0	17.50	0.00			REG. 0	75.43	0.00	
9	Material trailer	0	17.50	0.00		Laborer	O. T. 0	105.65	0.00	
10	Back Hoe/Mini ex	0	25.72	0.00			REG. 0	70.43	0.00	
11	Fork lift	0	27.14	0.00		Labor	O. T. 0	105.65	0.00	
12	Man lift	0	24.12	0.00			REG. 0	70.43	0.00	
13		0		0.00		Superintendent	O. T. 0	120.65	0.00	
14		0		0.00			REG. 0	90.43	0.00	
TOTAL FOR EQUIPMENT				\$0.00		Office support	REG. 0	65.00	0.00	
						SHOP	REG. 0	65.00	0.00	
MATERIAL						SUB-TOTAL			\$0.00	
DESCRIPTION		NO. UNIT	UNIT COST		LABOR EXPENSES					
material		1	\$ 435.87	435.87	SUBSISTENCE TRAVEL EXPENSE OTHER					
see attched material breakout		0	\$ -	0.00						
		0	\$ -	0.00						
		0	\$ -	0.00						
concrete		0	\$ -	0.00						
Part load charge on concret		0	\$ -	0.00						
TOTAL COST OF EQUIPMENT, MATERIALS					TOTAL COST OF LABOR					A 0.00
										B 435.87
					+ 10 % ON LABOR COST					(A 0.00
					+ 10 % ON EQUIPMENT, MATERIAL					(B 43.59
					+ 0 % BONDS & INSURANCE					(C 0.00
					0.0000 % tax on material					0.00
Colebe Massie CFP										
CRUSADER FENCE REPRESENTATIVE										



**CRUSADER
FENCE CO., INC.**

STATE OF CALIFORNIA SMALL BUSINESS CERTIFICATION # 0019368- CALIFORNIA LICENSE # 726527 -C 13

Email: colebe@crusaderfence.com

Tuesday, June 19, 2018
3:20 PM

REQUEST FOR INFORMATION # 003

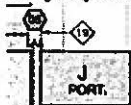
Attn: Brian Lando
Subject: Gate posts at fire entrance gate
Project #: Project 18-04B
Project Location: Spinnelli Elementary School (18-04B)
Plan Sheet #: A 1.0
Plan Sheet Detail #: Gates G-8
Date information required: 6-21-18

Reason for Request: Engineering Conflict

Probable Effect: Increase Cost

Action Requested: Clarification- Direction

We respectfully request information regarding the following:



Item	Quantity	Unit	Material	Notes
1	1	Pair	8' x 8' Pedestrian Gate	Gate post at fire entrance
2	1	Pair	8' x 8' Pedestrian Gate	Gate post at fire entrance
3	1	Pair	8' x 8' Pedestrian Gate	Gate post at fire entrance
4	1	Pair	8' x 8' Pedestrian Gate	Gate post at fire entrance
5	1	Pair	8' x 8' Pedestrian Gate	Gate post at fire entrance
6	1	Pair	8' x 8' Pedestrian Gate	Gate post at fire entrance
7	1	Pair	8' x 8' Pedestrian Gate	Gate post at fire entrance
8	1	Pair	8' x 8' Pedestrian Gate	Gate post at fire entrance
9	1	Pair	8' x 8' Pedestrian Gate	Gate post at fire entrance
10	1	Pair	8' x 8' Pedestrian Gate	Gate post at fire entrance

1. Gate G-8 is shown as a 6'x6' pair of ped gates. Field measurements confirm the stair are 8' wide.
2. Recommendation: Provide a 8' x8' pair of ped gates

Very respectfully:

Colebe Massie CFP
Project Manager
U of A BSc Stanford CAPM

Response:

No exceptions to 8'x8' pair of pedestrian gates at this location.

This document is to provide additional information or clarification only, and does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized in writing by the District.

Response by: Yesenia Watkins

Date: 06/20/2018



ITEMIZED ESTIMATE

8'x6' gate ' - 96" 8 GA. BLACK FINISH (2" MESH) PVC FUSED BONDED (9 GA. CORE) Fencing

QTY.	SOURCE #	ITEM
2	P34282150	2 7/8" X 12'6" SCHEDULE 40 GALVANIZED PIPE TERMINAL POST
2	11605	2 7/8" PRESSED STEEL CAP
1	FABRICATED	96" X 6' 1 7/8" SCHEDULE 40 GALVANIZED PIPE DOUBLE SWING GATE (Gate Only)
1	17202	1 7/8" INDUSTRIAL DROP ROD ASSEMBLY
4	15603	2 7/8" X 1 5/8" or 1 7/8" PRESSED STEEL INDUSTRIAL HINGE 180
1	NONE	PROTECTIVE POWDER COATING COATING
		MATERIALS TOTAL:
		\$ 1775.85
		8.25% SALES TAX (%)::
		146.51
		TOTAL:
		\$ 1922.36

ITEMIZED ESTIMATE

8'x8 ' gate ' - 96" 8 GA. BLACK FINISH (2" MESH) PVC FUSED BONDED (9 GA. CORE) Fencing

QTY.	SOURCE #	ITEM
2	P34282150	2 7/8" X 12'6" SCHEDULE 40 GALVANIZED PIPE TERMINAL POST
2	11605	2 7/8" PRESSED STEEL CAP
1	NONE	96" X 8' 1 7/8" SCHEDULE 40 GALVANIZED PIPE DOUBLE SWING GATE (Gate Only)
1	17202	1 7/8" INDUSTRIAL DROP ROD ASSEMBLY
4	15603	2 7/8" X 1 5/8" or 1 7/8" PRESSED STEEL INDUSTRIAL HINGE 180
1	NONE	PROTECTIVE POWDER COATING COATING
		MATERIALS TOTAL:
		\$ 2178.50
		8.25% SALES TAX (%)::
		179.73
		TOTAL:
		\$ 2358.23



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 012

PROJECT: No. 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Biondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows:

Jackhammer and remove extra thick concrete from trash footing overpour in order to remove existing gate post at Spinelli Elementary School. Also removed concrete carefully around existing electrical conduit within proposed gate post footing. Price also includes new (1) panels for each trash gate post.

Reference Document (RFP, RFI #): RFI #014

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$4,720.59
2. The proposed schedule change is two (2) days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
Capital Program Management, Inc.	Nacht & Lewis	Biondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
<i>Mark Rossen</i>	<i>[Signature]</i>	<i>Brian Lando</i>	<i>[Signature]</i>
(Signature)	(Signature)	(Signature)	(Signature)
MARK ROSSEN	Brian Maytum	Brian Lando	SCOTT LOREN
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 20 JUL 18	DATE: July 23, 2018	DATE: 7/26/18	DATE: 7/24/18

BIONDI

P A V I N G

& E N G I N E E R I N G

8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.biondipaving.com

CA Lic. No. 505422 A, B, C-12, Haz.
NV Lic No. 53494 A, Limit
\$5M/project

Job #18019 Change Order Request #12

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone#:916.553.4400
Mobile#:916.410.7315
Additional#:
Fax#:916.410.7315
E-mail:omarp@capitalpm.com

We have included the following items in our proposed change order:				COR Date:	Valid Through:
				07/17/18	08/16/18
Code	Description	Quantity	UM	Unit Price	Total Price

Work for Spinelli E.S.:

Jackhammer and remove extra thick concrete from trash footing over-pour in order to remove existing gate post. Also removed concrete carefully around existing electrical conduit within proposed gate post footing. Price also includes new fill panels for each trash gate post.

1 LS

Extension of Time:

2 Day

Material Cost

Labor Cost - Supervision due to extension of time = 8 hr x \$53.16

\$425.28

Equipment Cost

Total Material, Labor, and Equipment Cost

\$425.28

10% Markup

\$42.53

Total Material, Labor, and Equipment with Markup

\$467.81

Subcontract Cost

\$4,005.75 ~~\$4,006.76~~

5% Markup on Subcontract

\$200.29 ~~\$200.34~~

Total Amount with Subcontract

\$4,673.85 ~~\$4,674.91~~

Bond at 1%

\$46.74 ~~\$46.75~~

CHANGE ORDER REQUEST (COR) AMOUNT

\$4,720.59 ~~\$4,721.66~~

**Authorized
Signature:**

Brian Lando
Brian Lando - Project Manager

Date: 7.17.18

Estimator: Brian Lando
916.383.2642 direct

Reviewed By : BL

Acceptance of Proposed Change Order by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Biondi will be paid as outlined within this proposal. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature: _____

Printed Name: _____

Date: ____/____/____



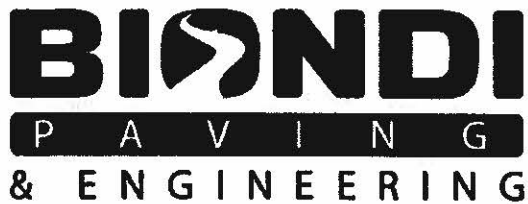
DATE : Thursday, June 28, 2018 FIELD INSTRUCTION Cost proposal # 1
Spinelli Elementary School (18-04B)
 Owner/General Contractor _____ PROPOSAL NO : 1-Revised

DESCRIPTION OF WORK: Trash gates excavation and posts JOB NAME Spinelli Elementary School (18-04B)

Jackhammer out the existing posts set in grade beam - Adjust line layout and post construction . Posts were set in existing CMU grade beam . Grade beam for CMU required removing due to location of existing power conduit . Provide fill panels for each gate post as required .

TIME EXTENSION REQUIRED ADD 3 days -2 days lost

EQUIP. NO.	EQUIPMENT (Cal trans rates)	HOURS	Cal Trans HOURLY RATE	EXTENDED AMOUNTS	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
1	Bobcat c/w auger	0	25.72	0.00	Foreman	O. T. 0	109.82	0.00
2	Crew truck	16	33.12	529.92		REG. 24	73.21	1,757.04
3	Dump truck	0	51.72	0.00	Laborer	O. T. 0	105.15	0.00
4	Superintendent Truck	1	25.04	25.04		REG. 24	70.10	1,682.40
5	compressor	16	19.25	308.00	Labor	O. T. 0	105.15	0.00
6	Jack Hammer	16	18.00	288.00	Credit Contact	REG. -8	70.10	-560.80
7	Welder	0	11.78	0.00	Foreman	O. T.	113.15	0.00
8	Concrete saw	0	17.50	0.00	Credit Contact	REG. -8	75.43	-603.44
9	Material trailer	0	17.50	0.00	Laborer	O. T. 0	105.65	0.00
10	Back Hoe/Mini ex	0	25.72	0.00		REG. 0	70.43	0.00
11	Fork lift	0	27.14	0.00	Labor	O. T. 0	105.65	0.00
12	Man lift	0	24.12	0.00		REG. 0	70.43	0.00
13		0		0.00	Superintendent	O. T. 0	120.65	0.00
14		0		0.00		REG. 1	90.43	90.43
TOTAL FOR EQUIPMENT				\$1,150.96	Office support	REG. 0	65.00	0.00
					SHOP	REG. 0	65.00	0.00
MATERIAL					SUB-TOTAL			\$2,365.63
DESCRIPTION		NO. UNIT	UNIT COST		LABOR EXPENSES			
material		1	\$ 125.00	125.00	SUBSISTENCE TRAVEL EXPENSE OTHER			
see attched material breakout		0	\$ -	0.00				
		0	\$ -	0.00				
		0	\$ -	0.00				
concrete		0	\$ -	0.00				
Part load charge on concret		0	\$ -	0.00				
TOTAL COST OF EQUIPMENT, MATERIALS					TOTAL COST OF LABOR			A 2365.63
								B 1275.96
				+	10 % ON LABOR COST			(A 236.56
				+	10 % ON EQUIPMENT, MATERIAL			(B 127.60
				+	0 % BONDS & INSURANCE			(C 0.00
				0.0000	% tax on material			0.00
Cotebe Massie CFP								
CRUSADER FENCE REPRESENTATIVE								
</								



8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.biondipaving.com

Request for Information #14

To: CPM
Attn: Omar Pena
From: Brian Lando
Date: June 25, 2018
Job: Campus Fencing Upgrades for Spinelli and Dudley E.S.

Biondi Paving, Inc requests a written response on the following information:

1. At Spinelli ES. – Attached is a detail of proposed 4" and 3" posts at Trash Enclosure for your approval. The 4" Gate Posts will be pushed out 9" to 11" to align with new fence & gate near Transformer and to get proper clearance for 18" diameter footing.

Please respond by fax (916.383.3077) or email to blando@biondipaving.com.

Thanks,

Brian Lando

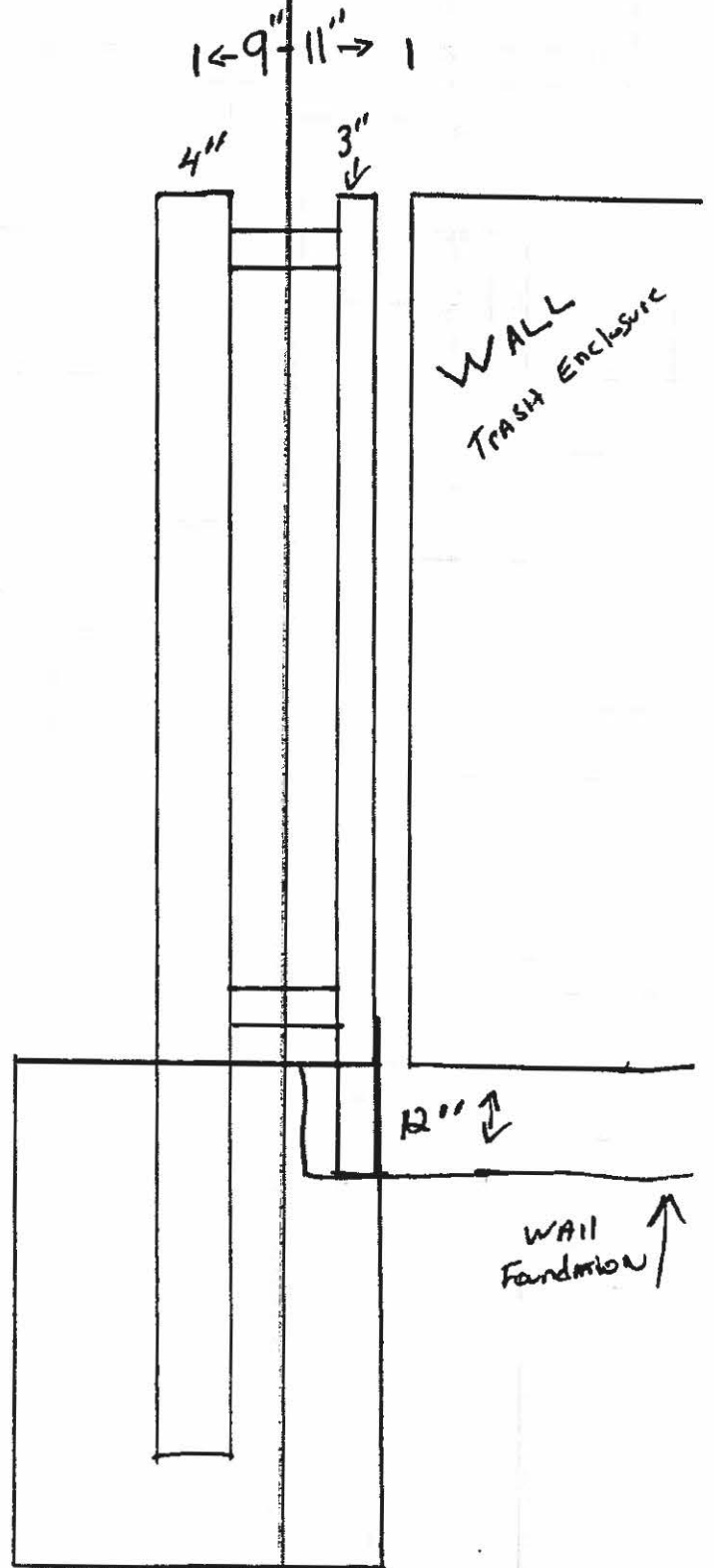
Response:

Make sure to provide pickets between both posts in gaps greater than 4". Other than that, no exceptions to detail provided.

This document is to provide additional information or clarification only, and does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized in writing by the District.

Response by: Yesenia Watkins, Nacht & Lewis Architects

Date: 06/27/2018



LiftMaster.
PERIMETER ACCESS SOLUTIONS



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 011

PROJECT: No. 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Biondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows:

Modify proposed 4' wide gates on each side of Building B at Spinelli Elementary School due to downspout conflict. Work includes additional 3"x3" post and 12" panel at each location and attaching new 4"x4" post to wall in lieu of footing.

Reference Document (RFP, RFI #): RFI #005

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$3,200.89
2. The proposed schedule change is zero days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
		Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.	
Capital Program Management, Inc.	Nacht & Lewis	Biondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
			
(Signature)	(Signature)	(Signature)	(Signature)
MARK ROSSEN	Brian Maytum		SCOTT LOKAN
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 20 JUL 18	DATE: July 23, 2018	DATE:	DATE: 7/27/18

BIONDI

P A V I N G

& E N G I N E E R I N G

8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.biondipaving.com

CA Lic. No. 505422 A, B, C-12, Haz.
NV Lic No. 53494 A, Limit
\$5M/project

Job #18019 Change Order Request #11

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone#:916.553.4400
Mobile#:916.410.7315
Additional#:
Fax#:916.410.7315
E-mail:omarp@capitalpm.com

COR Date:
07/17/19

Valid Through:
08/16/19

We have included the following items in our proposed change order:

Code	Description	Quantity	UM	Unit Price	Total Price
Work for Spinelli E.S.:					
	Modify proposed 4' wide Gates (G1) on each side of Bldg.B due to downspout conflict. Work includes additional 3x3 post and 12" panel at each location and attaching new 4x4 post to wall in lieu of footing.	1	LS		
	Extension of Time:	-	Day		
	Material Cost				
	Labor Cost				\$0.00
	Equipment Cost				
	Total Material, Labor, and Equipment Cost				<u>\$0.00</u>
	10% Markup				\$0.00
	Total Material, Labor, and Equipment with Markup				<u>\$0.00</u>
	Subcontract Cost				\$3,018.28
	5% Markup on Subcontract				\$150.91
	Total Amount with Subcontract				<u>\$3,169.19</u>
	Bond at 1%				\$31.69
	CHANGE ORDER REQUEST (COR) AMOUNT				<u><u>\$3,200.89</u></u>

**Authorized
Signature:**

Brian Lando
Brian Lando - Project Manager

Estimator: Brian Lando
916.383.2642 direct

Date: 7.17.18

Reviewed By : BL

Acceptance of Proposed Change Order by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Biondi will be paid as outlined within this proposal. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature: _____

Printed Name: _____

Date: ____/____/____



DATE: Thursday, June 21, 2018 FIELD INSTRUCTION Cost proposal 2
Spinelli Elementary School (18-04B)
 Owner/General Contractor _____ PROPOSAL NO: 2-revised

DESCRIPTION OF WORK: Add one post at two gates G-1 a . The original post for the gate shall be used for the wall mount and a new 3" x3" post is required to the offset position. JOB NAME Spinelli Elementary School (18-04B)

TIME EXTENSION REQUIRED

EQUIP. NO.	EQUIPMENT (Cal trans rates)	HOURS	Cal Trans HOURLY RATE	EXTENDED AMOUNTS		LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS	
1	Bobcat c/w auger	0	25.72	0.00		Foreman	O. T. 0	109.65	0.00	
2	Crew truck	12	33.12	397.44			REG. 12	73.10	877.20	
3	Dump truck	0	51.72	0.00		Laborer	O. T. 0	105.32	0.00	
4	Superintendent Truck	1	25.04	25.04			REG. 12	70.21	842.52	
5	compressor	0	19.25	0.00		Labor	O. T. 0	105.32	0.00	
6	Jack Hammer	0	18.00	0.00			REG. 0	70.21	0.00	
7	Welder	0	11.78	0.00		Foreman	O. T. 0	113.15	0.00	
8	Concrete saw	0	17.50	0.00			REG. 0	75.43	0.00	
9	Material trailer	0	17.50	0.00		Laborer	O. T. 0	105.65	0.00	
10	Back Hoe/Mini ex	0	25.72	0.00			REG. 0	70.43	0.00	
11	Fork lift	0	27.14	0.00		Labor	O. T. 0	105.65	0.00	
12	Man lift	0	24.12	0.00			REG. 0	70.43	0.00	
13		0		0.00		Superintendent	O. T. 0	120.65	0.00	
14		0		0.00			REG. 1	90.43	90.43	
TOTAL FOR EQUIPMENT				\$422.48		Office support	REG. 0	65.00	0.00	
						SHOP	REG. 0	65.00	0.00	
MATERIAL						SUB-TOTAL				\$1,810.15
DESCRIPTION		NO. UNIT	UNIT COST		LABOR EXPENSES					
material		1	\$ 811.26	811.26	SUBSISTENCE TRAVEL EXPENSE OTHER					
see attched material breakout		0	\$ -	0.00						
Core two holes		-2	\$ 150.00	-300.00						
		0	\$ -	0.00						
concrete		0	\$ -	0.00						
Part load charge on concret		0	\$ -	0.00						
TOTAL COST OF EQUIPMENT, MATERIALS					TOTAL COST OF LABOR					A 1810.15
										B 933.74
					+ 10 % ON LABOR COST					(A 181.02
					+ 10 % ON EQUIPMENT, MATERIAL					(B 93.37
					+ 0 % BONDS & INSURANCE					(C 0.00
					0.0000 % tax on material					0.00

ITEMIZED ESTIMATE

BILL TO:

Spinelli
, CA

SHIP TO:

Response to RFI 001
move post 12"

QTY.	SOURCE #	ITEM
3	NONE	3"X 3"X 10' 12ga WALL ORNAMENTAL IRON
12	NONE	POST 3/8" X 8" THREADED ROD CONCRETE
1	NONE	ANCHOR Epoxy HY-200R
3	NONE	Powder coat post Black

MATERIALS TOTAL:

\$ 749.43

8.25% SALES TAX (%)::

61.83

TOTAL:

\$ 811.26



**CRUSADER
FENCE CO., INC.**

STATE OF CALIFORNIA SMALL BUSINESS CERTIFICATION # 0019368- CALIFORNIA LICENSE # 726527 -C 13

Email: colebe@crusaderfence.com

Tuesday, June 19, 2018
2:23 PM

REQUEST FOR INFORMATION # 001

Attn: Brian Lando
Subject: Gate posts at building on down spouts
Project #: Project 18-04B
Project Location: Spineilli Elementary School (18-04B)
Plan Sheet #: A 1.0
Plan Sheet Detail #: Gates G-1
Date Information required: 6-21-18

Reason for Request: Engineering Conflict

Action Requested: Clarification- Direction

We respectfully request information regarding the following:

1. At the gates G-1 beside the buildings



there are existing down spouts that are in the concrete sidewalk. These create an unknown

condition for removing the exiting post.

It is unknown if the existing footing incorporates the drain pipe when installed. Or where the drain pipe goes. Excavating an 18" x 48" footing in this footprint will not work.

Recommendation: Move fence and gate away from downspout or Sleeve a 4"x4" post over the existing 2 7/8" OD post. Plug weld the 4" x4" post over the existing 2 7/8" post. See attached detail

Very respectfully:

Colebe Massie CFP
Project Manager
U of A BSc Stanford CAPM

Response:

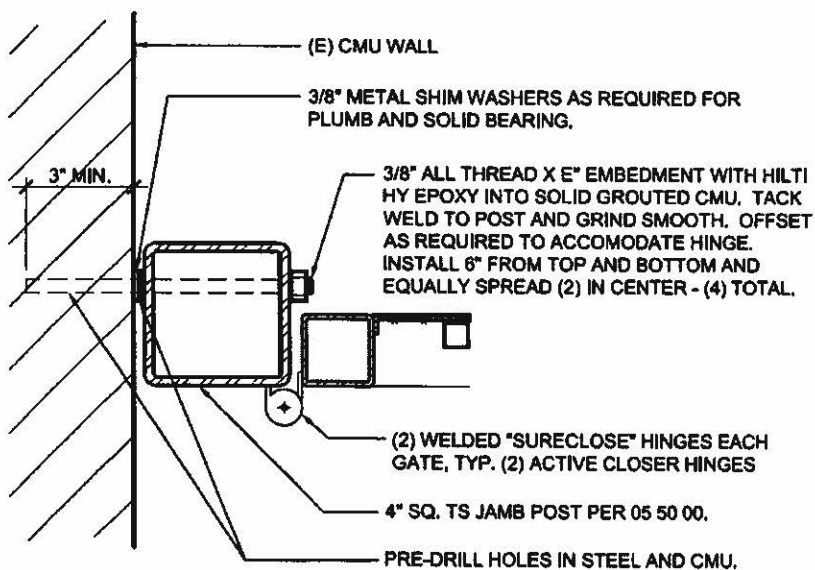
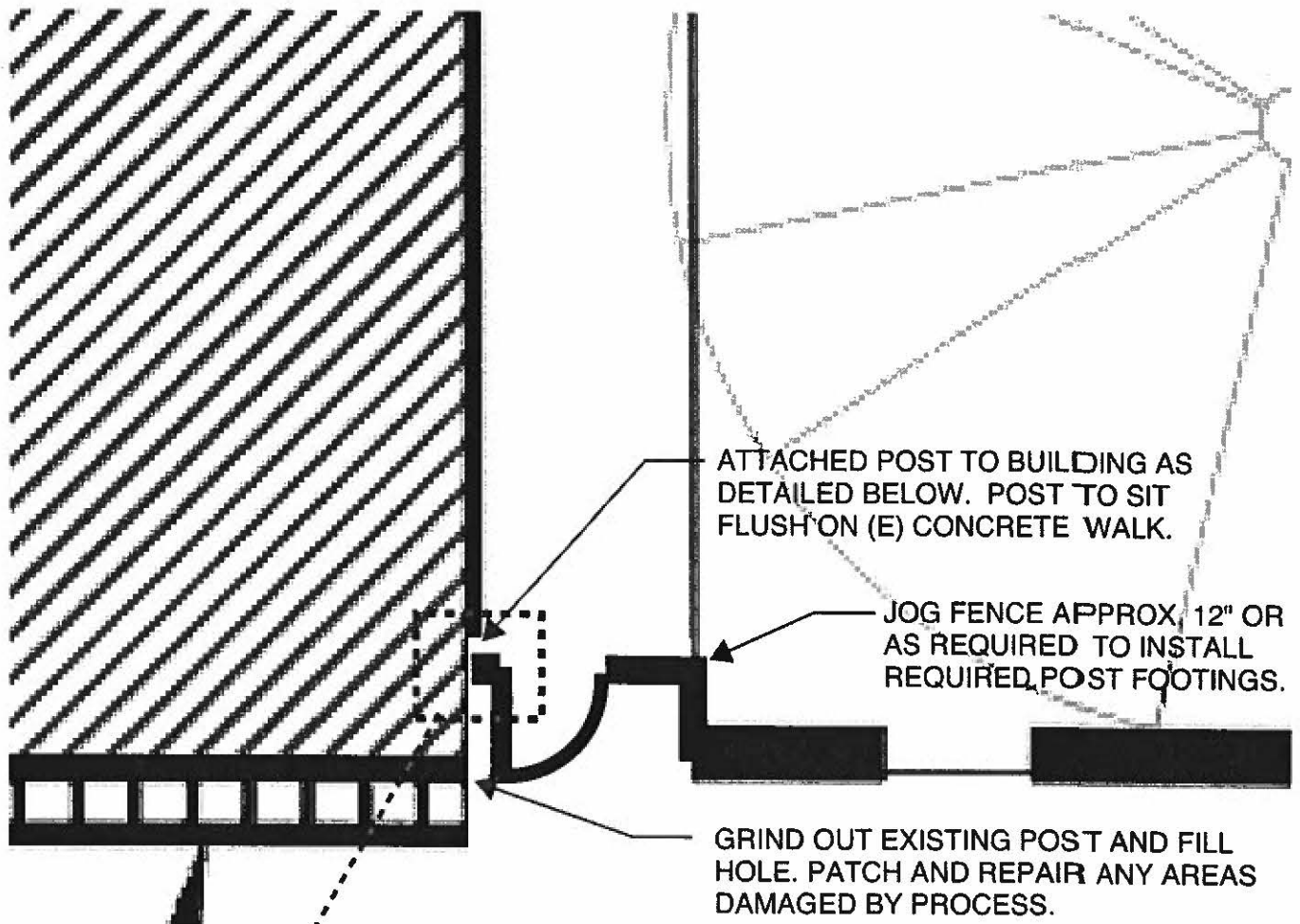
Jog fence approximately 12" north at existing walk. Attach post to the CMU block on the adjacent building using the detail below. Prior to any work, test drill the CMU block and make sure it is solid. Grind out the existing post and fill hole.

This document is to provide additional information or clarification only, and does not constitute authorization or direction to proceed with any changed or additional work. Changed or additional work must be separately authorized in writing by the District.

Response by: Yesenia Watkins

Date: 06/20/2018





NOTE: TEST DRILL CMU BLOCK AND IF IT IS NOT SOLID, PLEASE INFORM.



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-8400 Office
(916) 338-8411 Fax

PROPOSED CHANGE ORDER

PCO #: 013

PROJECT: No. 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Blondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows:

Pothole and expose buried electrical box near transformer and in locat on of proposed gate post at Spinelli Elementary School. Fence al gnment was shifted approximately 1' to the south and two new post holes needed to be hand dug.

Reference Document (RFP, RFI #): RFI#18

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$2,607.12
2. The proposed schedule change is two (2) days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
		Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.	
Capital Program Management, Inc.	Nacht & Lewis	Blondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
<i>Mark Rossar</i>	<i>[Signature]</i>	<i>Brian Lando</i>	<i>Craig Deason</i>
(Signature)	(Signature)	(Signature)	(Signature)
MARK ROSSAR	Brian Maytum, AIA	Brian Lando	Craig Deason
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 7/26/18	DATE: 7/27/2018	DATE: 7/31/18	DATE: 7/30/18

BIONDI

P A V I N G

& E N G I N E E R I N G

8150 37th Avenue
 Sacramento, California 95824-2306
 916.383.5982
 916.383.3077 Fax
 www.biondipaving.com

CA Lic. No. 505422 A, B, C-12, Haz.
 NV Lic No. 53494 A, L limit
 \$5M/project

Job #18019 Change Order Request #13

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
 Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
 Attn: Omar Pena

Customer Info:

Phone#:916.553.4400
 Mobile#:916.410.7315
 Additional#:
 Fax#:916.410.7315
 E-mail:omarp@capitalpm.com

We have included the following items in our proposed change order.

COR Date:

07/19/18

Valid Through:

08/18/18

Code	Description	Quantity	UM	Unit Price	Total Price
Work for Spinelli E.S.:					
	Pothole and expose buried electrical box near transformer and in location of proposed gate post. Fence alignment was shifted approximately 1' to the south and two new post holes needed to be hand dug.	1	LS		
	Extension of Time:	2	Day		
	Material Cost				
	Labor Cost - Supervision due to extension of time = 8 hr x \$53.16				\$425.28
	Equipment Cost				
	Total Material, Labor, and Equipment Cost				\$425.28
	10% Markup				\$42.53
	Total Material, Labor, and Equipment with Markup				\$467.81
	Subcontract Cost				\$2,012.86
	5% Markup on Subcontract				\$100.64
	Total Amount with Subcontract				\$2,581.31
	Bond at 1%				\$25.81
	CHANGE ORDER REQUEST (COR) AMOUNT				\$2,607.12

**Authorized
Signature:**

Brian Lando
Brian Lando - Project Manager

Date: 7.19.18

Estimator: Brian Lando
916.383.2642 direct

Reviewed By : BL

Acceptance of Proposed Change Order by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Biondi will be paid as outlined within this proposal. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature: _____

Printed Name: _____

Date: ____/____/____



DATE :

Thursday, June 21, 2018

FIELD INSTRUCTION

Cost proposal 4

Owner/General Contractor

Spinelli Elementary School (18-04B)

PROPOSAL NO :

4-Revised

DESCRIPTION OF WORK:

Expose existing unknown underground vault that conflicts layout and post placement

JOB NAME

Spinelli Elementary School (18-04B)

TIME EXTENSION REQUIRED

8 hours added Lost time 4 hours

EQUIP. NO.	EQUIPMENT (Cal trans rates)	HOURS	Cal Trans HOURLY RATE	EXTENDED AMOUNTS		LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
1	Bobcat c/w auger	0	25.72	0.00		Foreman	O. T. 0	109.65	0.00
2	Crew truck	4	33.12	132.48			REG. 4	73.10	292.40
3	Dump truck	0	51.72	0.00		Laborer	O. T. 0	105.35	0.00
4	Superintendent Truck	1	25.04	25.04			REG. 0	70.23	0.00
5	compressor	0	19.25	0.00		Labor	O. T. 0	105.35	0.00
6	Jack Hammer	0	18.00	0.00			REG. 0	70.23	0.00
7	Welder	0	11.78	0.00		Foreman	O. T. 0	113.15	0.00
8	Concrete saw	0	17.50	0.00			REG. 0	75.43	0.00
9	Material trailer	0	17.50	0.00		Laborer	O. T. 0	105.65	0.00
10	Back Hoe/Mini ex	0	25.72	0.00			REG. 0	70.43	0.00
11	Fork lift	0	27.14	0.00		Labor	O. T. 0	105.65	0.00
12	Man lift	0	24.12	0.00			REG. 0	70.43	0.00
13		0		0.00		Superintendent	O. T. 0	120.65	0.00
14		0		0.00			REG. 1	90.43	90.43
TOTAL FOR EQUIPMENT				\$157.52		Office support	REG. 0	65.00	0.00
						SHOP	REG. 0	65.00	0.00
MATERIAL						SUB-TOTAL			\$382.83
DESCRIPTION		NO. UNIT	UNIT COST		LABOR EXPENSES				
material		1	\$ -	0.00	SUBSISTENCE TRAVEL EXPENSE OTHER				
see attched material breakout		0	\$ -	0.00					
		0	\$ -	0.00					
		0	\$ -	0.00					
concrete		0	\$ -	0.00	TOTAL COST OF LABOR				
Part load charge on concret		0	\$ -	0.00					
TOTAL COST OF EQUIPMENT, MATERIALS									
Colebe Massie CFP									
CRUSADER FENCE REPRESENTATIVE									
		+ 10 % ON LABOR COST (A							38.28
		+ 10 % ON EQUIPMENT, MATERIAL (B							15.75
		+ 0 % BONDS & INSURANCE (C							0.00
		0.0000 % tax on material							0.00



DATE : Monday, July 02, 2018 FIELD INSTRUCTION Cost Proposal 5
Spinelli Elementary School (18-04B)
 Owner/General Contractor _____ PROPOSAL NO : _____ 5-Revised

DESCRIPTION OF WORK: Move gate and line posts due to layout conflicts at transformer see attached photo -Post holes already excavated before changes JOB NAME Spinelli Elementary School (18-04B)

TIME EXTENSION REQUIRED 8 hours added 4 hours lost

EQUIP. NO.	EQUIPMENT (Cal trans rates)	HOURS	Cal Trans HOURLY RATE	EXTENDED AMOUNTS	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
1	Bobcat c/w auger	0	25.72	0.00	Foreman	O. T. 0	109.65	0.00
2	Crew truck	4	33.12	132.48		REG. 4	73.10	292.40
3	Dump truck	0	51.72	0.00	Laborer	O. T. 0	105.32	0.00
4	Superintendent Truck	1	25.04	25.04		REG. 4	70.21	280.84
5	compressor	0	19.25	0.00	Labor	O. T. 0	105.32	0.00
6	Jack Hammer	0	18.00	0.00		REG. 0	70.21	0.00
7	Welder	0	11.78	0.00	Foreman	O. T. 0	113.15	0.00
8	Concrete saw	0	17.50	0.00		REG. 0	75.43	0.00
9	Material trailer	0	17.50	0.00	Laborer	O. T. 0	105.65	0.00
10	Back Hoe/Mini ex	0	25.72	0.00		REG. 0	70.43	0.00
11	Fork lift	0	27.14	0.00	Labor	O. T. 0	105.65	0.00
12	Man lift	0	24.12	0.00		REG. 0	70.43	0.00
13		0		0.00	Superintendent	O. T. 0	120.65	0.00
14		0		0.00		REG. 1	90.43	90.43
TOTAL FOR EQUIPMENT				\$157.52	Office support	REG. 0	65.00	0.00
					SHOP	REG. 0	65.00	0.00
MATERIAL						SUB-TOTAL		\$663.67
DESCRIPTION		NO. UNIT	UNIT COST		LABOR EXPENSES			
material		1	\$ -	0.00	SUBSISTENCE TRAVEL EXPENSE OTHER			
see attached material breakout		0	\$ -	0.00				
		0	\$ -	0.00				
		0	\$ -	0.00				
concrete		0	\$ -	0.00	TOTAL COST OF LABOR			
Part load charge on concret		0	\$ -	0.00				
TOTAL COST OF EQUIPMENT, MATERIALS					A 663.67			
					B 157.52			
				+	10 % ON LABOR COST	(A 66.37		
				+	10 % ON EQUIPMENT, MATERIAL	(B 15.75		
				+	0 % BONDS & INSURANCE	(C 0.00		
				0.0000	% tax on material	0.00		



DATE: Thursday, June 21, 2018 FIELD INSTRUCTION Cost proposal 9
 Owner/General Contractor Spinelli Elementary School (18-048) PROPOSAL NO: 9-revised

DESCRIPTION OF WORK: expose water and control conduits in post hole - Confirm items to be capped by others JOB NAME Spinelli Elementary School (18-048)

TIME EXTENSION REQUIRED 1day

EQUIP. NO.	EQUIPMENT (Cal trans rates)	HOURS	Cal Trans HOURLY RATE	EXTENDED AMOUNTS		LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
1	Bobcat c/w auger	0	25.72	0.00		Foreman	O. T. 0	109.85	0.00
2	Crew truck	2	33.12	66.24			REG. 2	73.10	146.20
3	Dump truck	0	51.72	0.00		Laborer	O. T. 0	105.32	0.00
4	Superintendent Truck	1	25.04	25.04			REG. 2	70.21	140.42
5	compressor	0	19.25	0.00		Labor	O. T. 0	105.32	0.00
6	Jack Hammer	0	18.00	0.00			REG. 0	70.21	0.00
7	Welder	0	11.78	0.00		Foreman	O. T. 0	113.15	0.00
8	Concrete saw	0	17.50	0.00			REG. 0	75.43	0.00
9	Material trailer	0	17.50	0.00		Laborer	O. T. 0	105.65	0.00
10	Back Hoe/Mini ex	0	25.72	0.00			REG. 0	70.43	0.00
11	Fork lift	0	27.14	0.00		Labor	O. T. 0	105.65	0.00
12	Man lift	0	24.12	0.00			REG. 0	70.43	0.00
13		0		0.00		Superintendent	O. T. 0	120.65	0.00
14		0		0.00			REG. 1	90.43	90.43
TOTAL FOR EQUIPMENT				\$91.28		Office support	REG. 0	65.00	0.00
						SHOP	REG. 0	65.00	0.00
MATERIAL						SUB-TOTAL			\$377.05
DESCRIPTION		NO. UNIT	UNIT COST		LABOR EXPENSES				
material		1	\$ -	0.00	SUBSISTENCE TRAVEL EXPENSE OTHER				
see attached material breakout		0	\$ -	0.00					
		0	\$ -	0.00					
		0	\$ -	0.00					
concrete		0	\$ -	0.00					
Part load charge on concret		0	\$ -	0.00					
TOTAL COST OF EQUIPMENT, MATERIALS					TOTAL COST OF LABOR				A 377.05
									B 91.28
					+ 10 % ON LABOR COST				(A) 37.71
					+ 10 % ON EQUIPMENT, MATERIAL				(B) 9.13
					+ 0 % BONDS & INSURANCE				(C) 0.00
					0.0000 % tax on material				0.00
Colebe Massie CFP									
CRUSADER FENCE REPRESENTATIVE									

e-mail colebe@crusaderfence.com





Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 018

PROJECT: No. 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Blondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

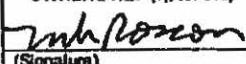
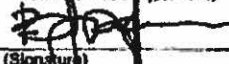
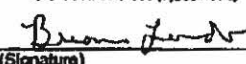
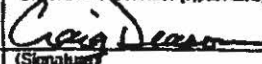
Contractor proposes to change the Contract as follows:

Extend 8' tall chain link fence along south west corner of hardcourt at Spinelli Elementary School.

Reference Document (RFP, RFI #): ASI #08

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$4,847.62
2. The proposed schedule change is (1) day

REVIEWED	REVIEWED	ACCEPTED	APPROVED
		Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.	
Capital Program Management, Inc.	Nacht & Lewis	Blondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
			
(Signature)	(Signature)	(Signature)	(Signature)
Mark Rosson	Brian Maylun, AIA	Brian Lando	Craig Deason
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 7/26/18	DATE: 7/27/2018	DATE: 7/31/18	DATE: 7/30/18

Job #18019 Change Order Request #16

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone#: 916.553.4400
Mobile#: 916.410.7315
Additional#:
Fax#: 916.410.7315
E-mail: omarp@capitalpm.com

COR Date:
07/17/18

Valid Through:
08/16/18

We have included the following items in our proposed change order:

Code	Description	Quantity	UM	Unit Price	Total Price
Work for Spinelli E.S.:					
	Extend 8' tall chain link fence along south west corner of Hardcourt	32	LF		
	Extension of Time:	1	Day		
	Material Cost				
	Labor Cost - Supervision due to extension of time = 4 hr x \$53.16				\$212.64
	Equipment Cost				
	Total Material, Labor, and Equipment Cost				\$212.64
	10% Markup				\$21.26
	Total Material, Labor, and Equipment with Markup				\$233.90
	Subcontract Cost			\$4,159.72	\$4,168.72
	5% Markup on Subcontract			\$207.99	\$208.44
	Total Amount with Subcontract			\$4,601.61	\$4,611.06
	Bond at 1%			\$46.02	\$46.11
	CHANGE ORDER REQUEST (COR) AMOUNT			\$4,647.62	\$4,657.17

Authorized
Signature:

Brian Lando
Brian Lando - Project Manager

Date: 7.17.18

Estimator: Brian Lando
916.383.2642 direct

Reviewed By : BL

Acceptance of Proposed Change Order by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Biondi will be paid as outlined within this proposal. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature: _____

Printed Name: _____

Date: ____/____/____



DATE : Thursday, June 21, 2018 FIELD INSTRUCTION 6
Spinelli Elementary School (18-04B)
 Owner/General Contractor _____ PROPOSAL NO : 1

DESCRIPTION OF WORK: WEST SIDE add 32' fence and coring JOB NAME Spinelli Elementary School (18-04B)

TIME EXTENSION REQUIRED ADD 1 Day

EQUIP. NO.	EQUIPMENT (Cal trans rates)	HOURS	Cal Trans HOURLY RATE	EXTENDED AMOUNTS		LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS	
1	Bobcat c/w auger	0	25.72	0.00		Foreman	O. T. 0	109.65	0.00	
2	Crew truck	12	33.12	397.44			REG. 12	73.10	877.20	
3	Dump truck	0	51.72	0.00		Laborer	O. T. 0	105.32	0.00	
4	Superintendent Truck	1	25.04	25.04			REG. 12	70.21	842.52	
5	compressor	0	19.25	0.00		Labor	O. T. 0	105.32	0.00	
6	Jack Hammer	0	18.00	0.00			REG. 0	70.21	0.00	
7	Welder	0	11.78	0.00		Foreman	O. T. 0	113.15	0.00	
8	Concrete saw	0	17.50	0.00			REG. 0	75.43	0.00	
9	Material trailer	0	17.50	0.00		Laborer	O. T. 0	105.65	0.00	
10	Back Hoe/Mini ex	0	25.72	0.00			REG. 0	70.43	0.00	
11	Fork lift	0	27.14	0.00		Labor	O. T. 0	105.65	0.00	
12	Man lift	0	24.12	0.00			REG. 0	70.43	0.00	
13		0		0.00		Superintendent	O. T. 0	120.65	0.00	
14		0		0.00			REG. 1	90.43	90.43	
TOTAL FOR EQUIPMENT				\$422.48		Office support	REG. 0	65.00	0.00	
						SHOP	REG. 0	65.00	0.00	
MATERIAL						SUB-TOTAL			\$1,810.15	
DESCRIPTION		NO. UNIT	UNIT COST		LABOR EXPENSES					
Material		1	\$ 1,548.93	1,548.93	SUBSISTENCE TRAVEL EXPENSE OTHER					
see attached breakout		0	\$ -	0.00						
		0	\$ -	0.00						
		0	\$ -	0.00						
concrete		0	\$ -	0.00						
Part load charge on concret		0	\$ -	0.00						
TOTAL COST OF EQUIPMENT, MATERIALS					TOTAL COST OF LABOR					A 1810.15
										B 1971.41
					+ 10 % ON LABOR COST					(A) 181.02
					+ 10 % ON EQUIPMENT, MATERIAL					(B) 197.14
					+ 0 % BONDS & INSURANCE					(C) 0.00
					0.0000 % tax on material					0.00
Colebe Massie CFP										
CRUSADER FENCE REPRESENTATIVE										

ITEMIZED ESTIMATE

BILL TO:

SHIP TO:

Spinnelli

RFI 11

, CA

32' - 96" 8 GA. BLACK FINISH (2" MESH) PVC FUSED BONDED (9 GA. CORE) Fencing

QTY.	SOURCE #	ITEM
32	486042	96" 8 GA. BLACK FINISH (2" MESH) PVC FUSED BONDED (9 GA. CORE)
4	P33551252	1 5/8" X 21' SCHEDULE 40 GALVANIZED PIPE TOP RAIL & BRACING
2	P34282138	2 7/8" X 11'6" SCHEDULE 40 GALVANIZED PIPE TERMINAL POST
3	P33952138	2 3/8" X 11'6" SCHEDULE 40 GALVANIZED PIPE LINE POST
4	10405	2 7/8" HEAVY BRACE BAND
14	10205	2 7/8" HEAVY TENSION BAND
4	12506	1 5/8" PRESSED STEEL RAIL-END
3	15536	2 3/8" X 1 5/8" LINE RAIL CLAMP
2	13751	94" 1/4" X 3/4" TENSION BAR
3	12254	2 3/8" X 1 5/8" PRESSED STEEL EYE-TOP
2	11605	2 7/8" PRESSED STEEL CAP
1	12602	1 5/8" SLEEVE
21	23584	8 1/2" 9 GA. STEEL TIE WIRE
32	HFT65	6 1/2" 9 GA. STEEL TIE WIRE
18	10704	3/8" X 1 1/2" CARRIAGE BOLT
6	10718	5/16" X 2 1/2" CARRIAGE BOLT
.23	18853	TRUCK POURED CONCRETE

MATERIALS TOTAL:

\$ 1548.93

8.25% SALES TAX (%)::

127.79

TOTAL:

\$ 1676.72

LETTER OF TRANSMITTAL

Date: July 17, 2018

To: Brian Lando, Biondi Paving, Inc.

Re: Center Joint Unified School District Project No. 18-04 ASI No. 8

We are sending via:

No.	Date	Description
01	08/03/18	Architects Supplement Instructions No. 8

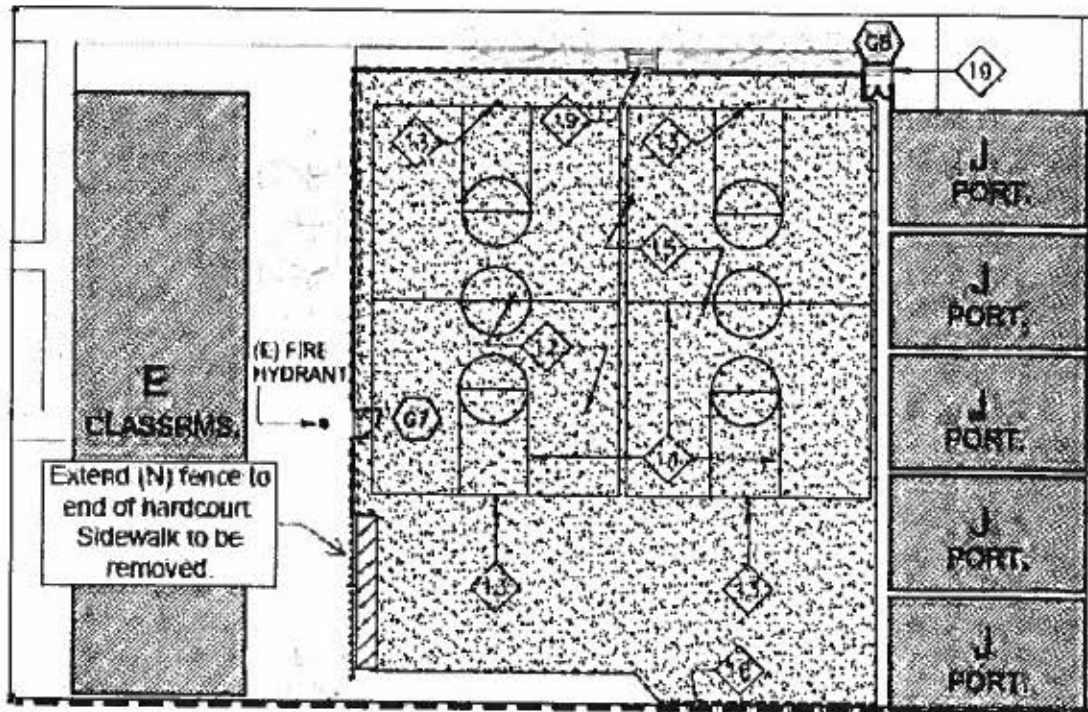
Comments:

If you have any questions, please call me at (916) 553-4400.

Sincerely,

Omar Peña
Assistant Program Manager

Center JUSD Project #18-04
ASI #8
Spinelli Elementary School
August 3, 2018





Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 020

PROJECT: No. 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Biondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis


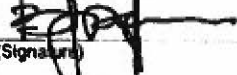
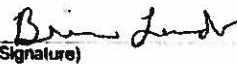
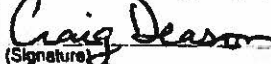
Contractor proposes to change the Contract as follows:

Realign front gate location at Dudley Elementary School due to underground conflicts. Move gate location 4' to clear conflicts, remove two set posts and cap, add post connection at wall and add (2) new gate posts and one mullion.

Reference Document (RFP, RFI #): ASI #007

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$5,764.61
2. The proposed schedule change is two (2) days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
		Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Contractor in connection with performance of the proposed change work.	
Capital Program Management, Inc.	Nacht & Lewis	Biondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
 (Signature)	 (Signature)	 (Signature)	 (Signature)
Omar Peña (Print Name)	Brian Maytum, AIA (Print Name)	Brian Lando (Print Name)	Craig Deason (Print Name)
DATE 8-1-18	DATE 8/1/2018	DATE 8/3/18	DATE 8/1/18

BIONDI

P A V I N G

& E N G I N E E R I N G

8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.biondipaving.com

CA Lic. No. 505422 A, B, C-12, Haz.
NV Lic No. 53494 A, L limit
\$5M/project

Job #18019 Change Order Request #20

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone#:916.553.4400
Mobile#:916.410.7315
Additional#:
Fax#:916.410.7315
E-mail:omarp@capitalpm.com

COR Date:

07/26/18

Valid Through:

08/25/18

We have included the following items in our proposed change order:

Code	Description	Quantity	UM	Unit Price	Total Price
Work for Dudley E.S.:					
	Modify Main Gate per ASI #7	1	LS		
	Extension of Time:	2	Day		
	Material Cost				
	Labor Cost- Supervision due to extension of time = 16 hr x \$53.16				\$850.56
	Equipment Cost				
	Total Material, Labor, and Equipment Cost				\$850.56
	10% Markup				\$85.06
	Total Material, Labor, and Equipment with Markup				\$935.62
	Subcontract Cost				\$4,544.68
	5% Markup on Subcontract				\$227.23
	Total Amount with Subcontract				\$5,707.53
	Bond at 1%				\$57.08
	CHANGE ORDER REQUEST (COR) AMOUNT				\$5,764.61

**Authorized
Signature:**

Brian Lando
Brian Lando - Project Manager

Estimator: Brian Lando
916.383.2642 direct

Date: 7.26.18

Reviewed By : BL

Acceptance of Proposed Change Order by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Biondi will be paid as outlined within this proposal. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature: _____

Printed Name: _____

Date: ____/____/____



DATE: Friday, July 20, 2018 FIELD INSTRUCTION ASI #7
 Owner/General Contractor Dudley Elementary School (18-04A) PROPOSAL NO: 12

DESCRIPTION OF WORK: Move gate back 4' +/- remove two set contract posts and cap JOB NAME Dudley Elementary School (18-04A)
 add post at wall and 2 new gate posts and one mullion

Time Extension = 2 Days

Scope Includes: -

Adding post at wall - Replacing and removing posts that have been set for gate and mullion. Add panel and W-4 beam mounts

Exclusions sawcutting and concrete finishing

EQUIP. NO.	EQUIPMENT (Cal trans rates)	HOURS	Cal Trans HOURLY RATE	EXTENDED AMOUNTS	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
1	Bobcat c/w auger	0	25.72	0.00	Foreman	O. T. 0	109.65	0.00
2	Crew truck	16	33.12	529.92		REG. 16	73.10	1,169.60
3	Dump truck	0	51.72	0.00	Laborer	O. T. 0	105.32	0.00
4	Superintendent Truck	1	25.04	25.04		REG. 16	70.21	1,123.36
5	compressor	0	19.25	0.00	Labor	O. T. 0	105.32	0.00
6	Jack Hammer	0	18.00	0.00		REG. 0	70.21	0.00
7	Welder	0	11.78	0.00	Foreman	O. T. 0	113.15	0.00
8	Concrete saw	0	17.50	0.00		REG. 0	75.43	0.00
9	Material trailer	0	17.50	0.00	Laborer	O. T. 0	105.65	0.00
10	Back Hoe/Mini ex	0	25.72	0.00		REG. 0	70.43	0.00
11	Fork lift	0	27.14	0.00	Labor	O. T. 0	105.65	0.00
12	Man lift	0	24.12	0.00		REG. 0	70.43	0.00
13		0		0.00	Superintendent	O. T. 0	120.65	0.00
14		0		0.00		REG. 1	90.43	90.43
TOTAL FOR EQUIPMENT				\$554.96	Office support	REG. 0	65.00	0.00
					SHOP	REG. 0	65.00	0.00
MATERIAL					SUB-TOTAL			\$2,383.39

DESCRIPTION	NO. UNIT	UNIT COST	LABOR EXPENSES
Material	1	\$ 1,064.37	1,064.37
see attched breakout	0	\$ -	0.00
	0	\$ -	0.00
	0	\$ -	0.00
concrete	0	\$ -	0.00
Part load charge on concret	0	\$ -	0.00
TOTAL COST OF EQUIPMENT, MATERIALS			2383.39

+	10	% ON LABOR COST	(A)	238.34
+	10	% ON EQUIPMENT, MATERIAL	(B)	161.93
+	0	% BONDS & INSURANCE	(C)	0.00
	0.0875	% tax on material		141.69

Colebe Massie CFP
 CRUSADER FENCE REPRESENTATIVE

TOTAL THIS REPORT \$4,544.88

e-mail colebe@crusaderfence.com

ITEMIZED ESTIMATE & SKETCH

5' 72" high / 96" wide IND. MAJESTIC BLACK 3 RAIL MONTAGE II PANEL Fencing

QTY.	SOURCE #	ITEM
1	AMS-2RMB30708	72" high / 96" wide IND. MAJESTIC BLACK 3 RAIL MONTAGE II PANEL
1	AMS-FB100	16 oz. BLACK SPRAY PAINT
1	AMS-FZ100	ZINC RICH PRIMER
2	AMS-PB40108	4" Sq. BLACK STEEL POST
6	AMS-BB111	1 3/4" Sq. COM. BLACK FLAT MOUNT BRACKET
2	82550-9	3" Sq. ORNAMENTAL IRON POST

MATERIALS TOTAL:

\$ 1064.37

LETTER OF TRANSMITTAL

Date: July 19, 2018

To: Brian Lando, Biondi Paving, Inc.

Re: Center Joint Unified School District Project No. 18-04 ASI No. 7

We are sending via:

No.	Date	Description
01	07/19/18	Architects Supplement Instructions No. 7

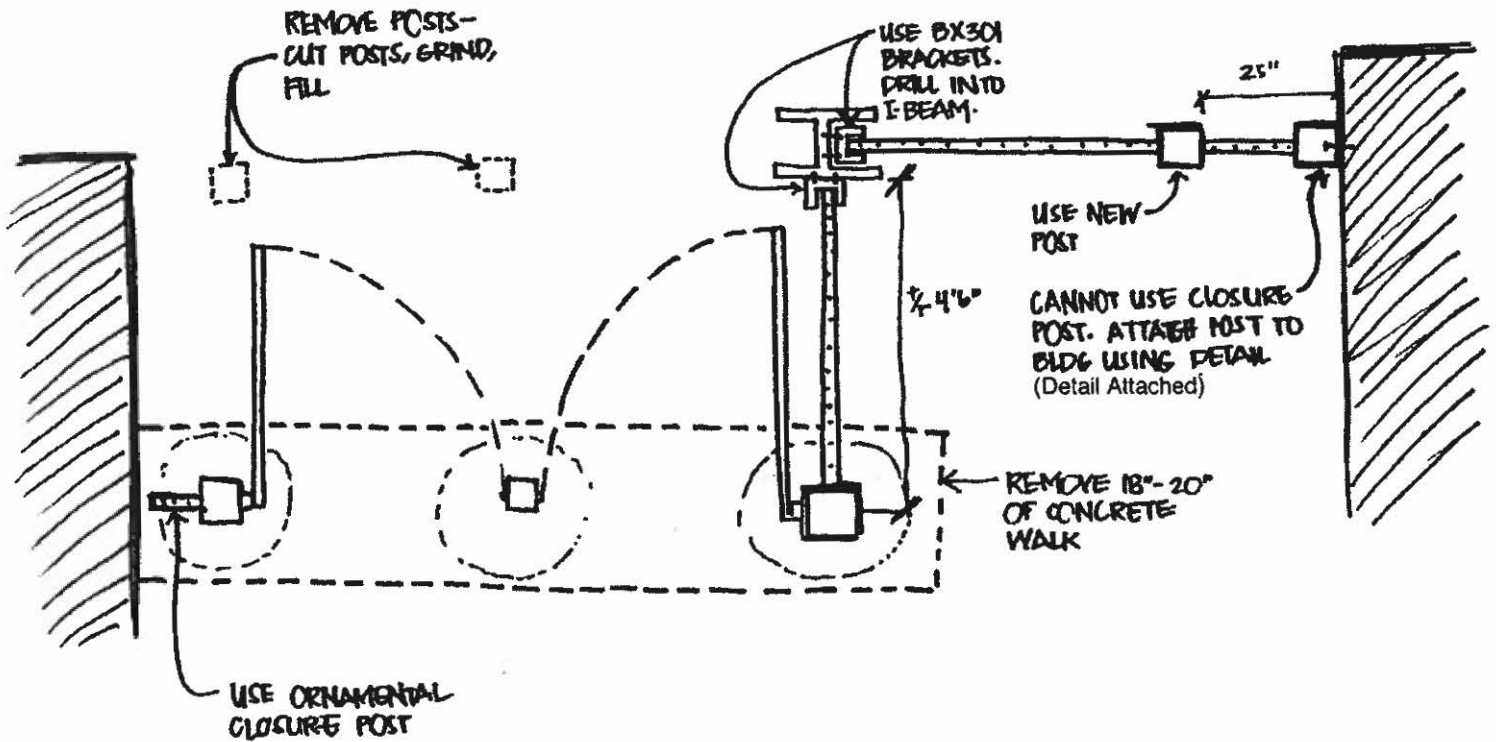
Comments:

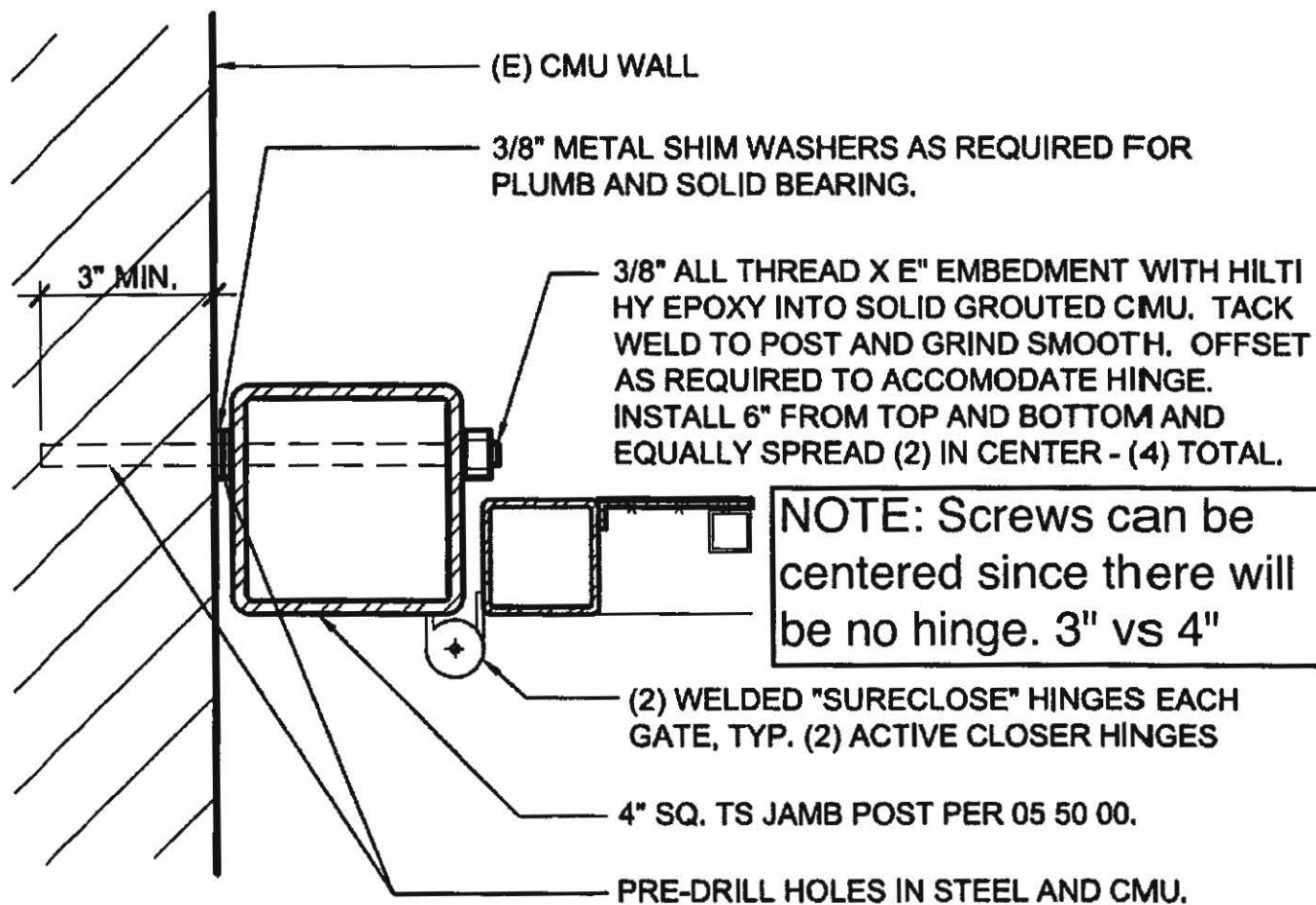
If you have any questions, please call me at (916) 553-4400.

Sincerely,

Omar Peña
Assistant Program Manager

Center JUSD Project #18-04
ASI #7
Dudley Elementary School
July 19, 2018





NOTE: TEST DRILL CMU BLOCK AND IF IT IS NOT SOLID, PLEASE INFORM.



Center Joint Unified School District
8408 Walt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 022

PROJECT: No. 18-04 Campus Fencing Upgrades and Basketball Court Replacement Projects

DSA APPLICATION NO.: N/A

NAME OF CONTRACTOR: Biondi Paving, Inc.

NAME OF ARCHITECT: Nacht & Lewis

Contractor proposes to change the Contract as follows:

Exposed and remove shallow electrical for Irrigation in front of trash enclosure. Dig trench to install new electrical sleeve below dirt subgrade and backfill. Total delay time for crew was at least 1/2 Hour on 7/18 and 7/19.

Reference Document (RFP, RFI #): Biondi Time and Expenses Report

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$705.93
2. The proposed schedule change is zero days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
Capital Program Management, Inc.	Nacht & Lewis	Biondi Paving, Inc.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
<i>Mark Rosson</i>	<i>[Signature]</i>	<i>Brian Lande</i>	<i>Craig Deason</i>
(Signature)	(Signature)	(Signature)	(Signature)
MARK ROSSON	Brian Maytum	Brian Lande	Craig Deason
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 20 JUL 18	DATE: July 23, 2018	DATE: 8/3/18	DATE:

BIONDI

PAVING & ENGINEERING

8150 37th Avenue
Sacramento, California 95824-2306
916.383.5982
916.383.3077 Fax
www.biondipaving.com

CA Lic. No. 505422 A, B, C-12, Haz.
NV Lic No. 53494 A, Limit
\$5M/project

Job #18019 Change Order Request #22

Job Title:

Center Joint Unified School District Project No. 18-04 - Campus
Fencing Upgrades & Basketball Court Replacement Projects

Submitted to:

Capital Project Management
Attn: Omar Pena

Customer Info:

Phone#: 916.553.4400
Mobile#: 916.410.7315
Additional#: _____
Fax#: 916.410.7315
E-mail: omarp@capitalpm.com

We have included the following items in our proposed change order:				Proposal Date:	Valid Through:
				07/20/18	08/19/18
Code	Description	Quantity	UM	Unit Price	Total Price

Exposed and remove shallow electrical for Irrigation in front of trash enclosure. Dig trench to install new electrical sleeve below dirt subgrade and backfill. Total delay time for crew was at least 1/2 Hour on 7/18 and 7/19.

a.	Material Cost				\$0.00
b.	Labor Cost				\$467.44
c.	Equipment Cost				\$167.96
d.	Subtotal				\$635.40
e.	Subcontractor				\$0.00
f.	Subtotal				\$635.40
g.	Overhead and Profit at 10%				\$63.54
h.	Subtotal				\$698.94
i.	Bond at 1%				\$6.99
CHANGE ORDER REQUEST (COR) AMOUNT					\$705.93

**Authorized
Signature:**

Brian Lando
Brian Lando - Project Manager

Date: 7.20.18

Estimator: Brian Lando
916.383.2642 direct

Reviewed By : BL

Acceptance of Proposed Change Order by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Biondi will be paid as outlined within this proposal. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Signature: _____

Printed Name: _____

Date: ____/____/____

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 07.20.18

Job code: 18019

Job description: Dudley Spinelli

PCO#: 22

DESCRIPTION OF WORK

Exposed and remove shallow electrical for irrigation. Dig trench to install new electrical sleeve below dirt subgrade and backfill. Total delay time for crew was at least 1/2 Hour on 7/18 and 7/19.

LABOR resources

Classification	Employee Name	Scale	Hours	Currency	Rate	Amount
Operator Group 3		ST	1.0		\$87.65	\$87.65
Operator Group 4		ST	1.0		\$85.64	\$85.64
Labor Group 2		ST	5.0		\$58.83	\$294.15
Superintendent		ST	0.0		\$53.16	\$0.00

	\$467.44	Subtotal
10.0%	\$46.74	Markup
	\$514.18	Total

EQUIPMENT resources

Classification	Equipment Code	Hours	Currency	Rate	Amount
	Cat 314 Excavator	1.0		\$87.57	\$87.57
	Skid Steer	1.0		\$37.03	\$37.03
	Foreman Truck	1.0		\$18.13	\$18.13
	Tool Truck	1.0		\$25.23	\$25.23

	\$167.96	Subtotal
10.0%	\$16.80	Markup
	\$184.76	Total

OTHER/AD-HOC expenses

Description	UM	Units	Currency	Rate	Amount

	\$0.00	Subtotal
10.0%	\$0.00	Markup
	\$0.00	Total

BIONDI PAVING, INC.
Time & Expenses Report

Client:

Center Joint Unified School District

Date: 07.20.18

Job code: 18019

Job description: Dudley Spinelli

PCO#: 22

DESCRIPTION OF WORK

Exposed and remove shallow electrical for irrigation. Dig trench to install new electrical sleeve below dirt subgrade and backfill. Total delay time for crew was at least 1/2 Hour on 7/18 and 7/19.

Summary	
LABOR resources	\$514.18
EQUIPMENT resources	\$184.76
OTHER/AD-HOC expenses	\$0.00
TOTAL	\$698.94

Brian Lando

Company Rep

7/20/2018

Date

Client Rep

Date

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

Date: August 15, 2018

Action Item X

To: Board of Trustees

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 9

Assist.Supt. Initials: CD

SUBJECT: Approval of Ninth Amendment to Agreement for the Purchase and Sale of Real Property and Escrow Instructions and Grant Deed

The District is requesting approval of the Ninth Amendment to Agreement for the Purchase and Sale of Real Property and Escrow Instructions last amended on January 31, 2017 for the SMUD property.

Also requesting approval of the Grant Deed for the purchase of the SMUD property.

RECOMMENDATION: That the Board of Trustees approves the Ninth Amendment to Agreement for the Purchase and Sale of Real Property and Escrow Instructions and Grant Deed.

CONFIDENTIAL AGENDA

**NINTH AMENDMENT TO
AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS**

This Amendment is the Ninth Amendment to the Agreement for the Purchase and Sale of Real Property and Escrow Instructions ("Agreement") between SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district ("SMUD"), and CENTER UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District"), dated March 21, 2003. The Agreement was amended on September 22, 2006, later amended effective December 22, 2006, and later amended effective January 16, 2008, November 19, 2014; May 1, 2015; October 1, 2015; April 2, 2016; and most recently on January 31, 2017.

1. **Background:** Pursuant to Section 5.A of the Agreement, SMUD notified the District that SMUD desired to acquire the Option Site. Thereafter, pursuant to Section 5.B (1) of the Agreement, the District provided written notice to SMUD that the District agrees to sell the Option Site to SMUD in the amount of \$28,000, as required in the Agreement.
2. **Effective Date:** This Ninth Amendment to the Agreement is effective as of June 1, 2018 ("Effective Date").
3. **Purpose:** District agrees to sell and convey to SMUD and SMUD hereby agrees to purchase the Option Site consisting of approximately 0.52 acres together with all rights, hereditaments and easements thereto belonging, all of which are identified on Exhibit "A" to this Amendment. The purpose of this amendment is to confirm the legal description of the Option Site and to confirm the District's responsibility for payment of all escrow, title, and closing costs pursuant to Section 5.E (1).
4. **Amendment:**

The parties agree to amend and replace Section 5.E(4) of the Agreement with the following:

The purchase price shall be \$28,000.

The parties also agree to add Section 5.E (5) to the Agreement as follows:

Title to the Option Site shall be vested in SMUD, subject only to those exceptions listed A, B, C, 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 (exceptions A, B, and C are to be paid current at close of escrow) and deleting exception number 11 as shown on that Preliminary Title Report, Order No. 34-252123, dated June 12, 2018, issued by Stewart Title of Placer.

5. **Effect:** Except for the amendment agreed to herein, the Agreement dated March 21, 2003 as previously amended remains in full force and effect.
6. **Counterparts:** This Amendment may be signed in Counterparts.

{Remainder of Page Intentionally Left Blank}


IN WITNESS WHEREOF, the CENTER UNIFIED SCHOOL DISTRICT and the SACRAMENTO MUNICIPAL UTILITY DISTRICT have entered into this Ninth Amendment to the Agreement as of the Effective Date.

CENTER UNIFIED SCHOOL DISTRICT, a public school district

By: _____
Scott Loehr, Superintendent

Dated: _____, 2018

SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district

By: _____
Blandon Granger
Supervisor, Real Estate Services
By Delegation per SMUD's Board Policy BL-10

Dated: _____, 2018

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____
David A. Soldani, Esq.

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULLNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California

County of Sacramento)

On July 19, 2018 before me, Joanne Pascual, notary public
(insert name and title of the officer)

personally appeared Blandon Granger,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULLNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Legal Description

Parcel One:

Lot D, as shown on the map of "Mariposa at Riolo Vineyard Tract No. ESD 16-00018 Being Riolo Vineyard Specific Plan Phase 1", filed for record October 31, 2017, in Book DD of Maps, Page 91, Official Records.

APN: 023-380-056

Parcel Two:

A private access easement over all that certain real property situated in an unincorporated area of Placer County, State of California, being a portion of Lot Bas shown on the Final Map of "Mariposa at Riolo Vineyard", filed in Book DD of Maps at page 91, Placer County Records, more particularly described as follows:

A strip of land 30 feet in width, the south line of said strip of land is described as follows:

Commencing at the southeast corner of Lot D, as shown on said final map, thence along the east line of said Lot D and a non-tangent curve to the right, having a radius of 5093.00 feet, a central angle of 00°35'08" and a radial bearing of South 89°21'35" west, for an arc length of 52.06 feet to the point of beginning; thence leaving said east line, North 89°53'29" east 40.00 feet to the west line of Walerga Road. The north line of said strip of land shall be lengthened or shortened to terminate at said east line of said Lot D and said west line of Walerga Road.

SMUD0080

RECORD AT REQUEST OF AND RETURN TO:

Sacramento Municipal Utility District
Attention: Real Estate Services – K222
P. O. Box 15830
Sacramento, CA 95852-1830

No Fee Document – Per Govt. Code Sec. 6103
No County Transfer Tax Per R & T Code 11922

SMUD BY: RVD JMP

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

A.P.N. 023-380-056

RP 405/01
SO 30113137

GRANT DEED

CENTER UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, Grantor, does hereby grant to SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, Grantee, its successors and assigns, all that certain real property in the County of Placer, State of California, described as follows:

See EXHIBIT A attached hereto and made a part hereof.

Dated _____, 20____

CENTER UNIFIED SCHOOL DISTRICT,
a public school district duly organized and
existing under Chapter 1 of Division 3 of
Title 2 of the Education Code of the
State of California

BY: _____

Print Name: _____

Title: _____

RP 405/01

EXHIBIT A

Legal Description

Parcel One:

Lot D, as shown on the map of "Mariposa at Riolo Vineyard Tract No. ESD 16-00018 Being Riolo Vineyard Specific Plan Phase 1", filed for record October 31, 2017, in Book DD of Maps, Page 91, Official Records.

APN: 023-380-056

Parcel Two:

A private access easement over all that certain real property situated in an unincorporated area of Placer County, State of California, being a portion of Lot Bas shown on the Final Map of "Mariposa at Riolo Vineyard", filed in Book DD of Maps at page 91, Placer County Records, more particularly described as follows:

A strip of land 30 feet in width, the south line of said strip of land is described as follows:

Commencing at the southeast corner of Lot D, as shown on said final map, thence along the east line of said Lot D and a non-tangent curve to the right, having a radius of 5093.00 feet, a central angle of 00°35'08" and a radial bearing of South 89°21'35" west, for an arc length of 52.06 feet to the point of beginning; thence leaving said east line, North 89°53'29" east 40.00 feet to the west line of Walerga Road. The north line of said strip of land shall be lengthened or shortened to terminate at said east line of said Lot D and said west line of Walerga Road.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____ }

COUNTY OF _____ }

On _____ before me , _____, Notary Public
Date (here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/ are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

CERTIFICATE OF ACCEPTANCE

This is to certify that SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, hereby accepts for public purposes the interest in real property conveyed by the foregoing deed or grant and consents to the recordation thereof. The undersigned officer is authorized to execute this acceptance and consent pursuant to authority conferred by Resolution No. 89-6-11, adopted by said District's Board of Directors on June 20, 1989.

Blandon Granger, Supervisor
Real Estate Services

Date

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 15, 2018

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 1

Assist. Supt. Initials: CD

SUBJECT: Contractor Change Order #1 to the Contract By and Between
Miller Mechanical and Center Joint Unified School District

This change order to the contract by and between Miller Mechanical and
Center Joint Unified School District decreases the contract amount to
\$86,231.00.

RECOMMENDATION: That the Board of Trustees approves Change Order
#1 to contract by and between Miller Mechanical and Center Joint Unified
School District for the Energy Service Design Build Contractor for
Proposition 39 Funded Energy Efficiency and Conservation HVAC Projects.

CONSENT AGENDA



CENTER JOINT UNIFIED SCHOOL DISTRICT

CHANGE ORDER

Project: Energy Service Design Build Contractor for Proposition 39 Funded Energy Efficiency and Conservation
RFQ/P #18-02

Date: 8/3/2018

Contractor: Miller Mechanical
Budget Code: N/A

DSA App: N/A
OPSC No: N/A

Change Order 1
P.O. #: N/A

DESCRIPTION OF CHANGE:

The following proposed change order(s) are incorporated into the Contract by reference:

ITEM #	SUMMARY DESCRIPTION	TIME	AMOUNT
#001	Credit for Unused Allowance Oak Hill Elementary School	0	(\$10,000.00)
#002	Credit for Unused Allowance North Country Elementary School	0	(\$10,000.00)
	SUB-TOTAL		(\$20,000.00)

TOTAL: 0 (\$20,000.00)

Original contract amount.....	\$106,231.00
Previous change orders.....	\$0.00
Contract amount prior to this change order.....	\$106,231.00
Amount of this change order.....	(\$20,000.00)

NEW CONTRACT AMOUNT Including this change order..... \$86,231.00

Contract time will be changed by: Increasing 0 Work days
Original Date of Construction Completion: 7/27/2018
DATE OF CONSTRUCTION COMPLETION AS OF THIS CHANGE ORDER: 7/27/18

Issued by the
Owners Representative

[Signature]

Date: 8/3/18

Reviewed by
Architect/Engineer

N/A

Date: NA

Agreement by
Contractor

[Signature]

Date: 8/3/18

Approved by
Owner

[Signature]

Date: 8/3/18

Note: Not valid until signed by the Owner, Architect and the Owners Representative. Signature of the Contractor indicates agreement herewith, including adjustments to Contract Sum and/or Contract Time.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 15, 2018

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 10

Assist. Supt. Initials: CD

SUBJECT: Approve Contract with Nor-Cal Asphalt Paving & Maintenance, Inc. for the Parking Lot at McClellan High School

The Facilities and Operations Department would like the Board to approve the Agreement to enter into a contract with Nor-Cal Asphalt Paving & Maintenance, Inc., to repair and Slurry Seal the parking lot at McClellan High School. This project will be paid through the Ongoing & Major Maintenance Account.

RECOMMENDATION: That the Board of Trustees approves the contract with Nor-Cal Asphalt Paving & Maintenance, Inc. to repair and Slurry Seal the parking lot at McClellan High School.

CONSENT AGENDA

AGREEMENT FORM

THIS AGREEMENT ("Agreement" or "Contract"), is entered into this 19th day of July, 2018, 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 "District", and Nor-Cal Asphalt, hereinafter called the "Contractor". The name of the project is McClellan High School Main Lot Type II Slurry 2018.

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK:

Contractor will clean lot with a sweeper truck, patch damaged asphalt, and apply Slurry Seal-Type II, Per Caltrans Spec 37 to approx. 14,800 sq. ft. Contractor will re-stripe per existing layout at paved lot and adjacent lot stalls, accessible parking, arrows, and red curb. The above scope is hereinafter called the ("Project") in strict accordance with the Contract Documents enumerated in Article 9 below. The Contractor shall be liable to the District 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 District 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 Final Completion of the Project within thirty (30) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time.

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 District 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 zero Dollars (\$0) 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. This Article shall not be construed as preventing the Owner from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE:

4.1 **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 FORTY-ONE THOUSAND, FOUR HUNDRED NINETY-FOUR DOLLARS (\$41,494.00), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth herein.

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.

4.2 Warranty of Title. The Contractor warrants title to all work. The Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Project. If a lien or stop notice of any nature should at any time be filed against the Project or any Owner property, by any entity which has supplied material or services at the request of the Contractor, Contractor shall promptly, on demand by Owner and at Contractor's and own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately. If the Contractor fails to furnish to the Owner within five (5) calendar days after demand by the Owner, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then Owner may discharge such indebtedness and deduct the amount required, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by Owner from any sum payable to Contractor under the Contract.

4.3 Payment Applications. On or before the fifth (5th) day of each calendar month during the progress of the work, Contractor shall submit to the Architect (or District if there is no Architect), an itemized application for payment for all work completed. Such application shall be notarized, if required, and supported by the information and documents as Architect or District requires. All payment applications shall be on forms approved by the District or Architect.

4.4 **Reasons to Withhold Payment.** The Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of, but not limited to:

- (a) Defective work not remedied;
- (b) Stop notices served upon the Owner;
- (c) Liquidated damages assessed against the Contractor;
- (d) Damage to the Owner or other contractor;
- (e) Unsatisfactory prosecution of the work by the Contractor;
- (f) Failure of the Contractor to prosecute the work in a timely manner.
- (g) Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- (h) Failure to properly maintain or clean up the site;
- (i) Payments to indemnify, defend, or hold harmless the Owner; or
- (j) Failure to pay Subcontractors or suppliers.

4.5 **Nonconforming Work.** If Contractor defaults or neglects to carry out the work required to complete the Project or fails to perform any provision hereof, Owner may, after 48 hours' written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The Owner shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If Owner deems it inexpedient to correct work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made.

ARTICLE 5 - HOLD HARMLESS/ INDEMNITY: 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 Project; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 – INSURANCE & BONDS:

6.1 Insurance Requirements. Before the commencement of the work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Owner from claims set forth below, which may arise out of or result from the Contractor's work under the Contract and for which the Contractor may be legally liable, whether such work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person Owner would require indemnification and coverage for employee claim;
- (b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work;
- (e) Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- (f) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

6.2 Specific Insurance Requirements. Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a)	Per occurrence (combined single limit)	\$1,000,000.00
(b)	Project Specific Aggregate (for this Project only)	\$1,000,000.00
(c)	Products and Completed Operations (aggregate)	\$1,000,000.00
(d)	Personal and Advertising Injury Limit	\$1,000,000.00

Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a)	Automotive and truck where operated in amounts	\$1,000,000.00
(b)	Material Hoist where used in amounts	\$1,000,000.00
(c)	Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00
(d)	Hazardous Materials	\$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000.00).

6.3 Subcontractor Insurance Requirements. The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under this Article in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Article without prior written approval of the Owner.

6.4 **Additional Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance required under Articles 6.1 and 6.2 above, the Owner, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the Owner, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the Owner in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the Owner. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

6.5 **Workers' Compensation Insurance.** During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability insurance for all of the Contractor's employees engaged in work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

6.6 **Automobile Liability.** The Owner, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from work performed by the Contractor. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage

6.7 **Other Insurance.** The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

6.8 **Proof of Insurance.** The Contractor shall not commence work nor shall it allow any Subcontractor to commence work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:

"This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- (c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner.
- (d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

6.9 **Compliance.** In the event of the failure of Contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

6.10 **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the Owner for damages to the work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the Owner. The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The Owner and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

ARTICLE 7 - 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 8 - 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:

- Non-Collusion Declaration
- Contractor's Certificate Regarding Worker's Compensation
- Agreement Form
- Guarantee
- Workers' Compensation/Employers Liability Endorsement
- General Liability Endorsement
- Automobile Liability Endorsement
- Supplementary and Special Conditions (if any)

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 9 - 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.

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 10 - TERMINATION OF THE CONTRACT:

10.1 **Termination for Cause.** The Owner may terminate the Contractor and/or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;
- (c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (e) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or
- (e) Otherwise is in substantial breach of a provision of this Agreement.

10.2 **Notification of Termination.** When any of the above reasons set forth in Article 10.1 above exists, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety written notice of five (5) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- (a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept; and
- (c) Complete the work by any reasonable method the Owner may deem expedient, including contracting with a replacement contractor or contractors.

10.3 **Payments Withheld.** If the Owner terminates the Contract for one of the reasons stated in Article 10.1 above, the Contractor shall not be entitled to receive further payment until the work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

10.4 **Payments Upon Completion.** If the unpaid balance of the Contract Sum exceeds costs of completing the Project, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

10.5 **Termination for Convenience.** Owner may terminate the Contract upon five (5) calendar days of written notice to the Contractor and use any reasonable method the Owner deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interest to complete the work. In such a case, the Contractor shall have no claims against the Owner except: (1) the actual cost for labor, materials, and services performed and completed in accordance with the Contract Documents and approved by the District as documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead of all remaining work as determined by the Owner, and (3) five percent (5%) termination cost of the total of item (2). Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept.

ARTICLE 11 – MISCELLANEOUS PROVISIONS:

11.1 **Record Audit.** In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable), 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.

11.2 **Contractor's License.** The Contractor must possess throughout the Project a Class C-39 Contractor's License, issued by the State of California, which must be current and in good standing.

11.3 The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the Owner concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.

11.4 Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the Project. Contractor shall not violate any written school policies.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the Owner.

11.6 The Owner and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement.

11.7 This Agreement shall be governed by the laws of the State of California.

11.8 This Agreement represents the entire agreement between the Owner and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the Owner and the Contractor.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

11.1 **Record Audit.** In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable), 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.

11.2 **Contractor's License.** The Contractor must possess throughout the Project a Class C-39 Contractor's License, issued by the State of California, which must be current and in good standing.

11.3 The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the Owner concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.

11.4 Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the Project. Contractor shall not violate any written school policies.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the Owner.

11.6 The Owner and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement.

11.7 This Agreement shall be governed by the laws of the State of California.

11.8 This Agreement represents the entire agreement between the Owner and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the Owner and the Contractor

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

Nor-Cal Asphalt

Typed or Printed Name

JASON SMITH
Typed or Printed Name

Title:

PRESIDENT
Title:

Signature

Signature

Dated: _____

CRAIG FREDERIKSEN
Type or Printed Name

PROJECT SUPERINTENDENT
Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

(Signature)

JASON SMITH

(Print)

(Date)

08/06/2018

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the

Table of Contents

Page 8

Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the PRESIDENT [Title] of NORCAL ASPHALT PAVING & MAINTENANCE, Inc. [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 08/06/2018 [Date], at SACRAMENTO [City], CA [State].

Signed: _____



Typed Name: JASON SMITH

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 15, 2018

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 1

Assist. Supt. Initials: CD

SUBJECT: Approve Notice of Completion – Rua & Son Mechanical – CDC Roof Replacement – North Country

North Country Elementary School CDC roof replacement contract was awarded to Rua & Son Mechanical.

The contractor has met the requirements set forth in the construction documents and work has been completed to the satisfaction of the School District.

Thirty-five (35) days following the filing of the Notice of Completion with the Sacramento County Recorder's Office, the District may release the 5% contractor's retention. The 5% retention is included within the contract price, so there is no net fiscal impact to the District.

Recommendation: Approval of the Notice of Completion for Rua & Son Mechanical for the roof replacement at North Country Elementary School CDC.

CONSENT AGENDA

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

CENTER JOINT UNIFIED SCHOOL DISTRICT
8408 Watt Avenue
Antelope, CA 95843

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN

That the work of North Country Elementary School – Replace Roof On CDC Room was completed on:
August 15, 2018.

That the name and address of owner of said property is:

CENTER JOINT UNIFIED SCHOOL DISTRICT
8408 Watt Avenue
Antelope, CA 95843

The nature of its title to said property is a fee simple.

No fee, per Government Code 6103.

That the name of the original contractor for the work is Rua & Son Mechanical; a licensed contractor of California. That the property herein above referred to are located at 8408 Watt Avenue, Antelope, CA 95843.

Center Joint unified School District
A Political Subdivision of the State of California

By: _____

Scott A. Loehr, Superintendent
Center Joint Unified School District
8408 Watt Avenue, Antelope, CA 95843

(STATE OF CALIFORNIA)
(City of Antelope)
(County of Sacramento)

Scott A. Loehr, being first duly sworn, deposes and says: That I am the Superintendent of the Center Joint Unified School District, which District is the owner of property described in the forgoing Notice of Completion and knows the contents thereof; that the facts therein stated are true of my own knowledge.

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

Dated this 15th day of August, 2018.

Scott A. Loehr, Superintendent

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Dept.

Action Item **X**

To: Board of Trustees

Information Item

Date: August 15, 2018

Attached Pages **4**

From: Craig Deason, Assist. Supt.

Asst. Superintendent Initials: **CD****SUBJECT:** Approval for PSA for Renee M. Plummer**CONSULTANT'S NAME:** Renee M. Plummer**COMPANY NAME (if applicable):****SERVICES TO BE RENDERED:** School Bus Driver Instructor Duties –
Driver file maintenance, classroom
instruction, perform driver in-services as
needed**DATES OF SERVICE:** Beginning 7/1/2018 – 6/30/2019**PAYMENT PER HOUR:** \$50**TOTAL AMOUNT OF CONTRACT:** As needed**FUNDING SOURCE:** 01-0000-0-5800-112-0000-3600-007-000**RECOMMENDATION:** CJUSD Board of Trustees Approves Professional
Services Agreement as presented.**CONSENT AGENDA**



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

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 18th day of August ~~July~~ 20 18, by and between the Center Joint Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Joint Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

*Contractor Name: Renee M. Plummer

Address: [REDACTED]

Phone: [REDACTED] Taxpayer ID #: _____

*Full description of services to be provided:

Records Maintenance, School Bus Driver services, Classroom & Behind the Wheel training

*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: 7/1/18 *Frequency of Service Dates: As needed

*Ending Date of Service: 6/30/19

Method of Payment and Tax Reporting: (check one)

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

☒ Accounts Payable- 1099 Generated (Requires completion of W-9).

Total amount of this contract \$ _____ Budget # 01-0000-0-5800-112-0000-
3600-607-000

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR*: Renee M. Plummer

Date*: 7/18/18

Signature of District employee requesting service: Craig D. [REDACTED]

Date: 7/26/18

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

Date: _____

Signature of Accounting Supervisor: _____

Date: _____

Personnel Approval (if cleared to start): _____

Date: _____

***CONTRACT NOT VALID WITHOUT ALL DISTRICT SIGNATURES**

**INDEPENDENT CONTRACTOR OR EMPLOYEE?
DISTRICT GUIDELINES**

PART I

YES NO

1. Has this category of worker already been classified an "employee" by the IRS? Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.		✓
2. Is the individual working as an employee prescribed by the Education Code? Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/87000-87333 define certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.		✓
3. Is the individual already an employee of the district in another capacity?		✓
4. Has the individual performed substantially the same services for the district as an employee in the past? <i>Is the individual retired, returning to substitute, or train, etc.?</i>		✓
5. Are there currently employees of the district doing substantially the same services as will be required of this individual?		✓
6. Does the district have the legal right to control the method of performance by this individual? <i>Consider whether the district has to train this individual or give instruction as to when, where, how, and in what order to work. Does the district require the individual to submit reports or perform the services at a district site? These factors would indicate the district maintains control sufficient for an employer/employee relationship. However, it is <u>not necessary</u> that the district exercise this right or have the expertise required to do so. In many cases this would not be practical nor advisable.</i>		✓
7. Are the services, as being provided, an integral part of school operations? Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance, and implies the maintenance of legal control.		✓

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

STOP HERE

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

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

PART II

YES NO

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

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

PART II - continued

YES NO

11. Does the individual operate an independent trade or business that is available to the general public? <i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: if the district is utilizing this individual's services on a full-time basis, the individual is <u>not</u> available to the general public. NOTE: Possession of a business license or incorporation does <u>not</u> automatically satisfy this requirement. The determination <u>must</u> be made on the actual <u>relationship</u> between the district and the individual performing services.</i>	✓	
12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.? <i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i>	✓	

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

and process the individual through payroll.

If 11 and 12 are both "YES", continue

YES NO

13. Does the individual provide all materials and support services necessary for the performance of this service? <i>The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i>	✓	
14. Is this paid by the job or on a commission?	✓	
15. Does the individual bear the cost of any travel and business expenses incurred to perform this service? <i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i>	✓	

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

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kenee M Plummer	
2 Business name/disregarded entity name, if different from above Kenee M Plummer	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. [Redacted]	Requester's name and address (optional)
6 City, state, and ZIP code [Redacted]	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
OR								
Employer identification number								
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► Kenee M. Plummer	Date ► 7/18/18
-----------	--	-----------------------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Facilities & Operations Dept.	Action Item <u> X </u>
To: Board of Trustees	Information Item <u> </u>
Date: August 15, 2018	# Attached Pages <u> 5 </u>
From: Craig Deason, Assist. Supt. Asst. Superintendent Initials: <u> CD </u>	

SUBJECT:	Approval of PSA for Carolyn M. Delgado
CONSULTANT'S NAME:	Carolyn M. Delgado
COMPANY NAME (if applicable):	
SERVICES TO BE RENDERED:	Behind the wheel, classroom, and pre-trip instruction for bus drivers.
DATES OF SERVICE:	Beginning 7/9/2018 – 6/30/2019
PAYMENT PER HOUR:	\$55.00
TOTAL AMOUNT OF CONTRACT:	As needed
FUNDING SOURCE:	01-0000-0-5800-112-0000-3600-007-000
RECOMMENDATION:	CJUSD Board of Trustees Approves Professional Services Agreement as presented.

AGENDA ITEM # XV-43

CONSULTANT RECORD



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

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 6th day of July, 2018, by and between the Center Joint Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Joint Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

*Contractor Name: Carolyn M. Delgado

Address: [REDACTED]

Phone: [REDACTED]

Taxpayer ID #: _____

*Full description of services to be provided:

Behind-the-wheel, classroom, and pre trip instruction given to qualify an original school bus driver as well as renewal driver as needed.

*Payment \$ 55⁰⁰ per hr. CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

*Beginning Date of Service: 7/9/18

*Frequency of Service Dates: as needed

*Ending Date of Service: 6/30/19

Method of Payment and Tax Reporting: (check one)

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

☒ Accounts Payable- 1099 Generated (Requires completion of W-9).

Total amount of this contract \$ _____ Budget # _____

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR*: Carolyn M. Delgado

Date*: 7/16/18

Signature of District employee requesting service: Graig Deaton

Date: 7/9/18

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

Date: _____

Signature of Accounting Supervisor: _____

Date: _____

Personnel Approval (if cleared to start): _____

Date: _____

***CONTRACT NOT VALID WITHOUT ALL DISTRICT SIGNATURES**

**INDEPENDENT CONTRACTOR OR EMPLOYEE?
DISTRICT GUIDELINES**

PART I

YES NO

1. Has this category of worker already been classified an "employee" by the IRS? Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.		<input checked="" type="checkbox"/>
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 exercise 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 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...


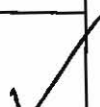
PART II

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




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

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

STOP HERE

and process the individual through payroll.

If 11 and 12 are both "YES", continue

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

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.

Form **W-4** (2017)

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Carolyn Marie Delgado

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☒ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶
- ☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

4 Exemptions (Codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

[REDACTED]

Requester's name and address (optional)

6 City, state, and ZIP code

[REDACTED]

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

[REDACTED] - [REDACTED] - [REDACTED]

or

Employer identification number

[REDACTED] - [REDACTED]

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Carolyn M Delgado*

Date ▶ 7/6/18

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Facilities & Operations Dept.	Action Item <u> X </u>
To: Board of Trustees	Information Item <u> </u>
Date: August 15, 2018	# Attached Pages <u> 4 </u>
From: Craig Deason, Assist. Supt.	
Asst. Superintendent Initials: <u>CD</u>	

SUBJECT:	Approval for PSA for Barbara A. Hicks
CONSULTANT'S NAME:	Barbara A. Hicks
COMPANY NAME (if applicable):	
SERVICES TO BE RENDERED:	School Bus Driver Instructor - Behind the Wheel.
DATES OF SERVICE:	Beginning 7/31/2018 – 6/30/2019
PAYMENT PER HOUR:	\$50
TOTAL AMOUNT OF CONTRACT:	As needed
FUNDING SOURCE:	01-0000-0-5800-112-0000-3600-007-000
RECOMMENDATION:	CJUSD Board of Trustees Approves Professional Services Agreement as presented.

CONSENT AGENDA



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

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 30th day of July, 2018, by and between the Center Joint Unified School District and the person(s) or firm described below, hereinafter described as CONTRACTOR. Persons performing services under this contract hold themselves out to be independent contractors, not employees of the DISTRICT, and hold(s) the DISTRICT harmless from claims under workers' compensation laws. CONTRACTOR further declares that he/she/it is/are in the business of providing the described service for any and all persons/organizations desiring such services, that such services are not provided exclusively for Center Joint Unified School District. CONTRACTOR also holds the DISTRICT harmless from claims arising from loss, damage, or injury while performing the stipulated services.

*Contractor Name: Barbara A. Hicks

Address: [REDACTED]

Phone: [REDACTED] Taxpayer ID #: _____

*Full description of services to be provided:

*Payment \$50.00 per hour. CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

*Beginning Date of Service: 7/1/18 *Frequency of Service Dates: As needed

*Ending Date of Service: 6/30/19

Method of Payment and Tax Reporting: (check one)

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

☒ Accounts Payable- 1099 Generated (Requires completion of W-9).

Total amount of this contract \$ _____ Budget # 01-0000-0-5800-112-0000
3600-007-000

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR*: Barbara A. Hicks Date*: July 30, 2018
Signature of District employee requesting service: Craig Pearson Date: 7/1/18
Date Board of Trustees Approved (if over \$500.00): _____ Date: _____
Signature of Accounting Supervisor: _____ Date: _____
Personnel Approval (if cleared to start): _____ Date: _____

***CONTRACT NOT VALID WITHOUT ALL DISTRICT SIGNATURES**

**INDEPENDENT CONTRACTOR OR EMPLOYEE?
DISTRICT GUIDELINES**

PART I

YES NO

1. Has this category of worker already been classified an "employee" by the IRS? Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.	<input checked="" type="checkbox"/>	<input 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 exercise 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 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 both 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

YES NO

11. Does the individual operate an independent trade or business that is available to the general public? <i>A determining factor in judging independence is the performance of services to the general public. In evaluating this criteria, school districts are considered to be separate entities. Keep in mind: if the district is utilizing this individual's services on a full-time basis, the individual is <u>not</u> available to the general public. NOTE: Possession of a business license or incorporation does <u>not</u> automatically satisfy this requirement. The determination <u>must</u> be made on the actual <u>relationship</u> between the district and the individual performing services.</i>	X	
12. Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.? <i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i>	X	

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

STOP HERE

and process the individual through payroll.

If 11 and 12 are both "YES", continue

YES NO

13. Does the individual provide all materials and support services necessary for the performance of this service? <i>The district should not be providing office space, clerical, secretarial, or any other support for this individual such as materials, xeroxing, printing, office supplies, etc. Any necessary assistants would be hired by the individual.</i>	X	
14. Is this paid by the job or on a commission?	X	
15. Does the individual bear the cost of any travel and business expenses incurred to perform this service? <i>Generally, these types of expenses are paid by an employer, however, some contracts provide for payment of airfare, mileage, etc. for consultants.</i>	X	

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

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BARBARA ANN HICKS		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. [Redacted]	Requester's name and address (optional)	
6 City, state, and ZIP code [Redacted]		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
OR								
Employer identification number								
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept. /Site: Business Department

Date: 08/03/2018

Action Item

To: Board of Trustees

Information Item

From: Lisa Coronado

Attached Page1

SUBJECT:

**APPROVAL OF CENTER JOINT UNIFIED SCHOOL DISTRICT
PAYROLL ORDERS**

The Governing board is asked to approve the attached payroll Orders for July 2017 through June 2018.

RECOMMENDATION: That the CJUSD Board of Trustees approve the District Payroll Orders for July 2017 through June 2018.

CONSENT AGENDA

DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2018
--

	REGULAR	VARIABLE	SPECIAL	TOTAL PAYROLL	#OF TRANSACTIONS
JULY	\$ 938,044.16	\$ 77,180.53		\$ 1,015,224.69	549
AUG	\$ 2,518,721.16	\$ 167,176.65		\$ 2,685,897.81	942
SEPT	\$ 2,512,850.08	\$ 135,559.90		\$ 2,648,409.98	791
OCT	\$ 2,530,305.08	\$ 121,366.22		\$ 2,651,671.30	831
NOV	\$ 3,012,043.61	\$ 153,331.98		\$ 3,165,375.59	854
DEC	\$ 641,198.32	\$ 159,895.74		\$ 801,094.06	492
2-Jan	\$ 1,991,001.43			\$ 1,991,001.43	273
JAN	\$ 2,849,091.88	\$ 96,522.71	\$ 6,704.16	\$ 2,952,318.75	966
FEB	\$ 2,658,073.95	\$ 145,332.70		\$ 2,803,406.65	872
MARCH	\$ 2,679,060.56	\$ 174,006.96		\$ 2,853,067.52	871
APRIL	\$ 2,634,021.67	\$ 147,378.44		\$ 2,781,400.11	844
MAY	\$ 2,812,322.44	\$ 202,815.63		\$ 3,015,138.07	865
JUNE	\$ 692,771.15	\$ 49,548.91		\$ 742,320.06	574
SPECIAL				\$ -	

\$ 28,469,505.49	\$ 1,630,116.37	\$ 6,704.16	\$ 30,106,326.02	9724
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Center Joint Unified School District

AGENDA REQUEST FOR:

Dept. /Site: Business Department

Date: 08/03/2018

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 2018 through July 2018.

RECOMMENDATION: That the CJUSD Board of Trustees approve the District Payroll Orders for July 2018 through July 2018.

DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2019
--

	REGULAR	VARIABLE	SPECIAL	TOTAL PAYROLL	#OF TRANSACTIONS
JULY	\$ 971,857.52	\$ 58,990.72		\$ 1,030,848.24	547
AUG				\$ -	
SEPT				\$ -	
OCT				\$ -	
NOV				\$ -	
DEC				\$ -	
2-Jan				\$ -	
JAN				\$ -	
FEB				\$ -	
MARCH				\$ -	
APRIL				\$ -	
MAY				\$ -	
JUNE				\$ -	
SPECIAL				\$ -	

\$ 971,857.52	\$ 58,990.72	\$ -	\$ 1,030,848.24	547
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Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: June, 2018

To: Board of Trustees

From: Lisa Coronado

Action Item

Information Item

Attached Pages 50

SUBJECT: Supplemental Agenda – Commercial Warrant Registers

June 07, 2018, \$370,268.17, June 14, 2018, \$399,773.56

June 21, 2018, \$494,296.74, June 28, 2018, \$129,748.23

The commercial warrant payments to vendor's total

\$ 1,394,086.70

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

CONSENT AGENDA

XV-47

Batch status: A All

From batch: 0067

To batch: 0067

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

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 T9MPS			Liq Amt	Net Amount
020187/00	ACTenviro						
2853 PO-182787	06/28/2018	189305	1 01-0000-0-4300-112-0000-3600-007-000 NN F			132.53	132.53
2853 PO-182787	06/28/2018	189305	2 01-0000-0-5800-112-0000-3600-007-000 NN F			501.24	501.24
PV-180099	06/28/2018	189697	01-8150-0-4300-106-0000-8110-007-000 NN				202.00
			TOTAL PAYMENT AMOUNT	835.77 *			835.77
017623/00	AVID CENTER - SI PAYMENT						
2389 PO-182359	06/28/2018	STU DEASON REGISTRATION	1 01-3010-0-5200-371-1110-1000-012-000 NN F			795.00	795.00
			TOTAL PAYMENT AMOUNT	795.00 *			795.00
010442/00	BAR HEIN						
2859 PO-182796	06/28/2018	551995	1 01-0000-0-4300-106-0000-8110-007-000 N F			101.02	101.02
			TOTAL PAYMENT AMOUNT	101.02 *			101.02
014789/00	BISHO, VERNON						
2854 PO-182773	06/28/2018	REIMB FOOD AND DRINK	1 01-0000-0-4300-472-1110-1000-014-993 NN F			376.56	376.56
			TOTAL PAYMENT AMOUNT	376.56 *			376.56
019315/00	BRANDON PATRICK GOODWIN						
2848 PO-182772	06/28/2018	REIMB CAR RENTAL	1 01-0000-0-5800-472-1110-1000-014-993 NY F			150.98	140.12
			TOTAL PAYMENT AMOUNT	140.12 *			140.12
013988/00	BUTTES/CENTER STATE PIPE &						
2335 PO-182260	06/28/2018	S010214492.001	1 01-8150-0-4300-106-0000-8110-007-000 NN P			100.05	100.05
2335 PO-182260	06/28/2018	S010199566.001	1 01-8150-0-4300-106-0000-8110-007-000 NN P			276.46	276.46
			TOTAL PAYMENT AMOUNT	376.51 *			376.51
018862/00	CAPITOL AUTISM SERVICES						
2839 PO-182790	06/28/2018	1329934	1 01-6500-0-5800-102-5750-1180-019-000 NN F			150.00	150.00
			TOTAL PAYMENT AMOUNT	150.00 *			150.00

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
					FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				
016151/00	CATHERINE STEVENS								
2705 PO-182789	06/28/2018	#1258		1	01-0000-0-5800-112-0000-3600-007-000	NY F		1,612.50	1,612.50
TOTAL PAYMENT AMOUNT					1,612.50	*			1,612.50
021036/00	CCHAT CENTER								
2840 PO-182791	06/28/2018	CENTERMS518		1	01-6500-0-5800-102-5750-1180-019-000	NN F		1,673.50	1,673.50
TOTAL PAYMENT AMOUNT					1,673.50	*			1,673.50
017639/00	CDT INC.								
398 PO-180369	06/28/2018	305705		1	01-0000-0-5800-110-0000-7200-004-000	NN P		448.00	448.00
TOTAL PAYMENT AMOUNT					448.00	*			448.00
018180/00	CITRUS HEIGHTS SAW & MOWER								
2832 PO-182776	06/28/2018	436465		2	01-0000-0-5800-106-0000-8110-007-000	NN F		78.00	78.00
2832 PO-182776	06/28/2018	436464,436465		1	01-0000-0-4300-106-0000-8110-007-000	NN F		814.71	814.71
TOTAL PAYMENT AMOUNT					892.71	*			892.71
015699/00	CLARK SECURITY PRODUCTS								
2586 PO-182519	06/28/2018	22K267462		1	01-8150-0-4300-106-0000-8110-007-000	NN P		306.66	306.66
2586 PO-182519	06/28/2018	22K267461		1	01-8150-0-4300-106-0000-8110-007-000	NN P		658.34	658.34
2586 PO-182519	06/28/2018	22K267912		1	01-8150-0-4300-106-0000-8110-007-000	NN P		300.28	300.28
TOTAL PAYMENT AMOUNT					1,265.28	*			1,265.28
021813/00	CONSOLIDATED COMMUNICATIONS								
2231 PO-182162	06/28/2018	916-773-4131/0		1	01-0000-0-5930-106-0000-8110-007-000	NN F		1,318.31	876.03
TOTAL PAYMENT AMOUNT					876.03	*			876.03
021626/00	DELTA WIRELESS INC								
2657 PO-182597	06/28/2018	154000536		1	01-0000-0-4300-112-0000-3600-007-995	NN F		115.89	115.89
2657 PO-182597	06/28/2018	154000536-1		2	01-0000-0-4400-112-0000-3600-007-995	NN F		2,228.82	2,228.82
2657 PO-182597	06/28/2018	154000536-1		3	01-0000-0-5600-112-0000-3600-007-995	NN F		1,187.11	1,187.10
2657 PO-182597	06/28/2018	154000536-1		4	01-0000-0-5800-112-0000-3600-007-995	NN F		25.00	25.00
2831 PO-182766	06/28/2018	145002750-1		1	01-0000-0-4300-112-0000-3600-007-000	NN F		77.37	77.37
TOTAL PAYMENT AMOUNT					3,634.18	*			3,634.18

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
014909/00	LANE, DOROTHY							
2671 PO-182609	06/28/2018	1735	1 01-0000-0-5800-112-0000-3600-007-000 NN P	15.00	15.00			
2671 PO-182609	06/28/2018	1736	1 01-0000-0-5800-112-0000-3600-007-000 NN P	8.03	8.03			
2671 PO-182609	06/28/2018	trip 1769	1 01-0000-0-5800-112-0000-3600-007-000 NN F	35.99	15.00			
			TOTAL PAYMENT AMOUNT	38.03 *	38.03			
017726/00	LOS ANGELES FREIGHTLINER							
2709 PO-182642	06/28/2018	XA410005032:01	1 01-0000-0-4300-112-0000-3600-007-000 NN P	116.88	116.88			
			TOTAL PAYMENT AMOUNT	116.88 *	116.88			
017778/00	PAC WEST TRAILERS CO.							
2856 PO-182793	06/28/2018	C42390	2 01-0000-0-4300-106-0000-8110-007-000 N F	96.98	96.98			
2856 PO-182793	06/28/2018	C42390	1 01-0000-0-5600-106-0000-8110-007-000 N F	172.50	172.50			
			TOTAL PAYMENT AMOUNT	269.48 *	269.48			
014069/00	PLATT ELECTRIC SUPPLY INC							
2843 PO-182779	06/28/2018	R610693	1 01-8150-0-4300-106-0000-8110-007-000 NN F	1,378.01	1,378.01			
			TOTAL PAYMENT AMOUNT	1,378.01 *	1,378.01			
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
2167 PO-182107	06/28/2018	180310783	1 01-0000-0-5600-112-0000-3600-007-000 NN P	48.86	48.86			
2167 PO-182107	06/28/2018	180310216	1 01-0000-0-5600-112-0000-3600-007-000 NN P	48.86	48.86			
			TOTAL PAYMENT AMOUNT	97.72 *	97.72			
010315/00	SAC CO OFFICE OF ED FIN SVCS							
733 PO-180810	06/28/2018	182585	1 01-3010-0-5800-371-1110-1000-012-000 NN F	4,118.62	2,339.47			
			TOTAL PAYMENT AMOUNT	2,339.47 *	2,339.47			
010552/00	SAC VAL JANITORIAL							
997 PO-180964	06/28/2018	10301489	1 01-0000-0-4300-111-0000-8200-007-000 NN P	14.61	14.61			
2734 PO-182669	06/28/2018	10301282	1 01-0000-0-9320-000-0000-0000-000-000 NN P	61.00	61.00			
2734 PO-182669	06/28/2018	10301283	1 01-0000-0-9320-000-0000-0000-000-000 NN P	383.38	383.38			
			TOTAL PAYMENT AMOUNT	458.99 *	458.99			

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
010266/00	SACRAMENTO COUNTY UTILITIES							
21 PO-180021	06/26/2018	50000878608	1 01-0000-0-5520-106-0000-8110-007-000 N P	279.84	279.84			
21 PO-180021	06/28/2018	50006974207	1 01-0000-0-5520-106-0000-8110-007-000 N P	1,708.31	1,708.31			
21 PO-180021	06/28/2018	50000878546	1 01-0000-0-5520-106-0000-8110-007-000 N P	721.53	721.53			
			TOTAL PAYMENT AMOUNT	2,709.68 *	2,709.68			
015240/00	SF CABLE							
2812 PO-182747	06/28/2018	400997	1 01-0370-0-4300-115-1110-1000-007-000 NN F	78.75	78.39			
2816 PO-182752	06/28/2018	400998	1 01-0370-0-4300-115-1110-1000-007-000 NN F	55.53	48.10			
			TOTAL PAYMENT AMOUNT	126.49 *	126.49			
020811/00	SHRED-IT USA LLC							
73 PO-180049	06/28/2018	8124987256	1 01-0000-0-5800-472-0000-2700-014-000 NN F	61.73	79.14			
			TOTAL PAYMENT AMOUNT	79.14 *	79.14			
020983/00	SIERRA PACIFIC TURF SUPPLY							
2852 PO-182786	06/28/2018	053036-IN	1 01-0000-0-4300-106-0000-8110-007-000 NN F	1,081.81	1,081.81			
			TOTAL PAYMENT AMOUNT	1,081.81 *	1,081.81			
015259/00	SUNBELT RENTALS INC							
2069 PO-182010	06/28/2018	79567047-0001	1 01-0000-0-5600-106-0000-8110-007-000 NN F	1,000.00	910.41			
2861 PO-182797	06/28/2018	79649608-0001	1 01-8150-0-5600-106-0000-8110-007-000 NN F	786.61	786.61			
			TOTAL PAYMENT AMOUNT	1,697.02 *	1,697.02			
010139/00	TROXELL COMMUNICATIONS INC							
2815 PO-182751	06/28/2018	127355	1 01-0370-0-4300-115-1110-1000-007-000 NN F	785.50	785.50			
2815 PO-182751	06/28/2018	127355	2 01-0370-0-4400-115-1110-1000-007-000 NN F	3,129.06	3,129.06			
2815 PO-182751	06/28/2018	127355	3 01-0370-0-5800-115-1110-1000-007-000 NN F	950.00	950.00			
			TOTAL PAYMENT AMOUNT	4,864.56 *	4,864.56			
016370/00	TWIN RIVERS UNIFIED SCH DIST							
PV-180098	06/25/2018	182289	01-0000-0-5800-105-0000-8300-005-000 NN		11,833.37			
			TOTAL PAYMENT AMOUNT	11,833.37 *	11,833.37			

APY500 L.00.12 06/28/18 10:34 PAGE 7
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8

081 CENTER UNIFIED SCHOOL DISTRICT J10880
06-28-18

ACCOUNTS PAYABLE PRELIST
BATCH: 0067 6-28-18
FUND : 11 ADULT EDUCATION FUND

APY500 L.00.12 06/28/18 10:34 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 T9MPS			Liq Amt	Net Amount	
015172/00	FRENCH, DAVID L.							
2860 PO-182774	06/28/2018	TRAVEL EXPENSES	1 11-6391-0-5200-600-4130-1000-015-000 NN F			603.44	603.44	
		TOTAL PAYMENT AMOUNT		603.44 *			603.44	
015627/00	HOME DEPOT CREDIT SERVICES							
1013 PO-180986	06/28/2018	6035-3225-3818-2191	3 11-3926-0-4300-600-4130-1000-015-000 NN F			1,222.72	637.22	
		TOTAL PAYMENT AMOUNT		637.22 *			637.22	
		TOTAL FUND	PAYMENT	1,240.66 **			1,240.66	

APY500 L.00.12 06/28/18 10:34 PAGE 9
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10

081 CENTER UNIFIED SCHOOL DISTRICT J10880
06-28-18

ACCOUNTS PAYABLE PRELIST
BATCH: 0067 6-28-18
FUND : 14 DEFERRED MAINTENANCE FUND

APY500 L.00.12 06/28/18 10:34 PAGE 10
<< 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 T9MPS	Liq Amt	Net Amount

017681/00	GEARY PACIFIC SUPPLY								
2817	PO-182753	06/28/2018	3758294	1	14-0024-0-4400-106-9265-8110-007-000	NN F		20,000.00	16,952.88
TOTAL PAYMENT AMOUNT								16,952.88 *	16,952.88
016043/00	SHELTONS UNLIMITED MECHANICAL								
2844	PO-182780	06/28/2018	18-21402	1	14-0024-0-4300-106-9265-8110-007-000	NN F		264.00	264.00
2844	PO-182780	06/28/2018	18-21402	2	14-0024-0-4400-106-9265-8110-007-000	NN F		3,759.39	3,759.39
2844	PO-182780	06/26/2018	18-21402	3	14-0024-0-5600-106-9265-8110-007-000	NN F		3,295.00	3,295.00
TOTAL PAYMENT AMOUNT								7,318.39 *	7,318.39
TOTAL FUND				PAYMENT		24,271.27 **		24,271.27	

APY500 L.00.12 06/28/18 10:34 PAGE 11
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num								
Req Reference	Date	Description	FD RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
021939/00	ENTEK CONSULTING GROUP INC												
2394	PO-182325	06/28/2018	18/0221										
				1	21-0000-0-6200-472-0000-8500-007-171	NN	P					986.57	986.57
				TOTAL	PAYMENT	AMOUNT						986.57	986.57
017427/00	MILLER MECHANICAL												
2660	PO-182595	06/28/2018	1802-01										
				1	21-0000-0-6200-106-0000-8500-007-171	NN	P					40,535.55	40,535.55
				TOTAL	PAYMENT	AMOUNT						40,535.55	40,535.55
				TOTAL	FUND	PAYMENT						41,522.12	41,522.12
				TOTAL	BATCH	PAYMENT						129,748.23	129,748.23
				TOTAL	DISTRICT	PAYMENT						129,748.23	129,748.23
				TOTAL	FOR ALL	DISTRICTS:						129,748.23	129,748.23

Number of checks to be printed: 55, not counting voids due to stub overflows.

Batch status: A All

From batch: 0065

To batch: 0065

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

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	T9MPS	Liq Amt	Net Amount	

010002/00	ALDAR ACADEMY							
716 PO-180686	06/21/2018	MAY 2018	1	01-6500-0-5800-102-5750-1180-019-000	NN	F	2,286.09	2,286.09
2814 PO-182750	06/21/2018	MAY 2018	1	01-6500-0-5800-102-5750-1180-019-000	NN	P	3,589.83	3,589.83
TOTAL PAYMENT AMOUNT						5,875.92 *		5,875.92
010669/00	ALHAMBRA & SIERRA SPRINGS							
311 PO-180399	06/21/2018	14871405061518	2	01-6500-0-5600-102-5001-2700-019-000	NN	P	6.50	6.50
311 PO-180399	06/21/2018	14871405061518	4	01-0000-0-5600-103-0000-7200-019-000	NN	P	6.49	6.49
2581 PO-182522	06/21/2018	14871405061518	1	01-6500-0-4300-102-5001-2700-019-000	NN	P	32.23	32.23
2581 PO-182522	06/21/2018	1487140501518	2	01-0000-0-4300-103-0000-7200-019-000	NN	P	32.23	32.23
TOTAL PAYMENT AMOUNT						77.45 *		77.45
015718/00	BASIC PACIFIC							
PV-180094	06/20/2018	JUNE 29, 2018		01-0000-0-9552-000-0000-0000-000-000	NN		1,492.64	1,492.64
TOTAL PAYMENT AMOUNT						1,492.64 *		1,492.64
022282/00	BRIGHT START THERAPIES							
1946 PO-181915	06/21/2018	CUAH515.18	1	01-6500-0-5800-102-5750-1180-019-000	NN	P	480.00	480.00
1946 PO-181915	06/21/2018	CUAH531.18	1	01-6500-0-5800-102-5750-1180-019-000	NN	P	360.00	360.00
1946 PO-181915	06/21/2018	CUEH531.18	1	01-6500-0-5800-102-5750-1180-019-000	NN	P	720.00	720.00
1946 PO-181915	06/21/2018	CUAH52.18	1	01-6500-0-5800-102-5750-1180-019-000	NN	P	750.00	750.00
1946 PO-181915	06/21/2018	CUEH53.18	1	01-6500-0-5800-102-5750-1180-019-000	NN	P	750.00	750.00
1946 PO-181915	06/21/2018	CUEH515.18	1	01-6500-0-5800-102-5750-1180-019-000	NN	P	720.00	720.00
TOTAL PAYMENT AMOUNT						3,780.00 *		3,780.00
013988/00	BUTTES/CENTER STATE PIPE &							
2335 PO-182260	06/21/2018	S010204435.001	1	01-8150-0-4300-106-0000-8110-007-000	NN	P	379.64	379.64
TOTAL PAYMENT AMOUNT						379.64 *		379.64
017681/00	GEARY PACIFIC SUPPLY							
2829 PO-182764	06/21/2018	3737065	1	01-8150-0-4300-106-0000-8110-007-000	NN	F	2,060.39	2,060.39
TOTAL PAYMENT AMOUNT						2,060.39 *		2,060.39

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Ref	Reference	Date	Description	FD RESO P CRJE SIT GOAL FUNC RES DEP T9MPS			
017002/00	HOME DEPOT CREDIT SERVICES						
11	PO-180011	06/21/2018	6035 3225 0388 0209	1 01-8150-0-4300-106-0000-8110-007-000 NN F		703.46	972.86
			TOTAL PAYMENT AMOUNT	972.86 *			972.86
010355/00	KAISER FOUNDATION HEALTH PLAN						
	FV-180097	06/20/2018	JULY 2018	01-0000-0-9552-000-0000-0000-000-000 NN			177,349.97
			TOTAL PAYMENT AMOUNT	177,349.97 *			177,349.97
011429/00	KNIGHT BASEBALL FOUNDATION						
2837	PO-182769	06/20/2018	EASTER INVITATIONAL	1 01-0076-0-5800-472-1110-4200-014-000 NN F		600.00	600.00
			TOTAL PAYMENT AMOUNT	600.00 *			600.00
016167/00	LYONS, ANNE						
2797	PO-182749	06/21/2018	REIMB FOR COURSE	1 01-5640-0-5200-102-0000-3110-019-000 NN F		403.95	403.95
			TOTAL PAYMENT AMOUNT	403.95 *			403.95
010563/00	MHL ENTERPRISES						
1511	PO-181475	06/21/2018	807	1 01-0000-0-6290-106-0000-8500-007-995 NY P		1,317.50	1,317.50
			TOTAL PAYMENT AMOUNT	1,317.50 *			1,317.50
017576/00	OFFICE DEPOT						
2059	PO-182007	06/21/2018	114071062001	1 01-6500-0-4300-102-5750-1110-019-000 NN F		270.44	271.51
2106	PO-182041	06/21/2018	114927272001,0001,1001	2 01-0000-0-4400-371-1110-1000-012-000 NN F		460.58	456.83
2106	PO-182041	06/21/2018	121000563001,114927273001	1 01-0000-0-4300-371-1110-1000-012-000 NN F		344.64	344.64
2274	PO-182226	06/21/2018	123422636001	1 01-6520-0-5800-472-5770-1110-019-000 NN F		133.77	133.76
2274	PO-182226	06/21/2018	123220450001	2 01-6520-0-4300-472-5770-1110-019-000 NN F		17.32	17.33
2454	PO-182391	06/21/2018	126819480001	1 01-0000-0-4300-371-0000-2700-012-777 NN P		616.12	616.12
2454	PO-182391	06/21/2018	126819481001	1 01-0000-0-4300-371-0000-2700-012-777 NN F		56.72	53.60
2521	PO-182447	06/21/2018	128663037001	1 01-3010-0-4300-236-1110-1000-009-000 NN P		9.05	9.05
2521	PO-182447	06/21/2018	128663036001	1 01-3010-0-4300-236-1110-1000-009-000 NN P		18.07	18.07
2521	PO-182447	06/21/2018	128663035001	1 01-3010-0-4300-236-1110-1000-009-000 NN P		372.08	372.08
2521	PO-182447	06/21/2018	128663038001	1 01-3010-0-4300-236-1110-1000-009-000 NN F		8.19	8.19
2529	PO-182469	06/21/2018	130028083001	1 01-6300-0-4300-236-1110-1000-009-000 NN P		396.10	396.10
2529	PO-182469	06/21/2018	130028086001	1 01-6300-0-4300-236-1110-1000-009-000 NN P		18.80	18.80
2529	PO-182469	06/21/2018	130028084001	1 01-6300-0-4300-236-1110-1000-009-000 NN P		6.45	6.45
2529	PO-182469	06/21/2018	130028083002	1 01-6300-0-4300-236-1110-1000-009-000 NN P		4.88	4.88

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
017576	(CONTINUED)						
2529 PO-182469	06/21/2018 130028088001		1	01-6300-0-4300-236-1110-1000-009-000	NN P	54.95	54.95
2529 PO-182469	06/21/2018 130028088001		1	01-6300-0-4300-236-1110-1000-009-000	NN P	16.38	16.38
2529 PO-182469	06/21/2018 130030580001		1	01-6300-0-4300-236-1110-1000-009-000	NN F	25.71	24.53
2536 PO-182474	06/21/2018 130590064001		1	01-3010-0-4300-236-1110-1000-009-000	NN P	295.90	295.90
2536 PO-182474	06/21/2018 130590066001		1	01-3010-0-4300-236-1110-1000-009-000	NN P	7.75	7.75
2536 PO-182474	06/21/2018 130590068001		1	01-3010-0-4300-236-1110-1000-009-000	NN F	38.75	38.75
TOTAL PAYMENT AMOUNT				3,165.67 *			3,165.67
021139/00	PACIFIC COAST BREAKER LLC						
360 PO-180325	06/21/2018 pcb in-1122399		1	01-8150-0-4300-106-0000-8110-007-000	NN P	45.79	45.79
TOTAL PAYMENT AMOUNT				45.79 *			45.79
020472/00	PRO-VISION INC						
2828 PO-182763	06/21/2018 313685		1	01-0000-0-4300-112-0000-3600-007-995	NN F	985.83	985.83
2828 PO-182763	06/21/2018 313685		2	01-0000-0-4400-112-0000-3600-007-995	NN F	760.00	760.00
TOTAL PAYMENT AMOUNT				1,745.83 *			1,745.83
010552/00	SAC VAL JANITORIAL						
2734 PO-182669	06/21/2018 10300887		1	01-0000-0-9320-000-0000-0000-000-000	NN P	2,177.58	2,177.58
2835 PO-182771	06/21/2018 10300811		1	01-0000-0-4300-111-0000-8200-007-000	NN F	132.84	132.84
TOTAL PAYMENT AMOUNT				2,310.42 *			2,310.42
020981/00	SAVE MART SUPERMARKETS						
2805 PO-182740	06/21/2018 2448197		1	01-6500-0-4300-159-5750-1110-002-000	NN P	28.21	28.21
TOTAL PAYMENT AMOUNT				28.21 *			28.21
018297/00	SCHOOL SERVICES OF CALIFORNIA						
2142 PO-182088	06/21/2018 W100259-IN		1	01-0000-0-5200-105-0000-7200-005-000	NN F	350.00	350.00
TOTAL PAYMENT AMOUNT				350.00 *			350.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Orig Amt	Net Amount
014786/00	SCHOOL DISTRICT	390971239					
1242 PO-181258	06/21/2018	208119645742		1 01-6500-0-4300-102-5750-1110-019-000	NN F	95.74	95.72
1242 PO-181258	06/21/2018	208119645742		1 01-6500-0-4300-102-5750-1110-019-000	NN F	408.73	408.73
1439 PO-181398	06/21/2018	308102932543		1 01-6500-0-4300-102-5770-1110-019-000	NN F	111.13	85.24
2359 PO-182275	06/21/2018	208120351739		1 01-0000-0-4300-240-1110-1000-011-000	NN M	-216.28	-216.28
2359 PO-182275	06/21/2018	208120351740		1 01-0000-0-4300-240-1110-1000-011-000	NN M	-117.54	-117.54
2359 PO-182275	06/21/2018	208120300817		1 01-0000-0-4300-240-1110-1000-011-000	NN M	-24.22	-24.22
2359 PO-182275	06/21/2018	308102976794		1 01-0000-0-4300-240-1110-1000-011-000	NN P	435.07	435.07
2359 PO-182275	06/21/2018	208120299752		1 01-0000-0-4300-240-1110-1000-011-000	NN F	25.57	24.22
2544 PO-182479	06/21/2018	308102982796		1 01-6300-0-4300-236-1110-1000-009-000	NN F	539.69	539.81
2572 PO-182508	06/21/2018	208120503756		1 01-3010-0-4300-236-1110-1000-009-000	NN P	16.15	16.15
2572 PO-182508	06/21/2018	308103006844		1 01-3010-0-4300-236-1110-1000-009-000	NN F	2,075.70	2,246.24
TOTAL PAYMENT AMOUNT				3,493.14 *			3,493.14
019683/00	SIERRA FOOTHILLS ACADEMY						
1794 PO-181741	06/21/2018	JUNE 2018		1 01-6500-0-5800-102-5750-1180-019-000	NN F	4,040.17	3,294.29
TOTAL PAYMENT AMOUNT				3,294.29 *			3,294.29
014558/00	SPURR						
15 PO-180015	06/21/2018	91693		1 01-0000-0-5515-106-0000-8110-007-000	NN P	2,959.57	2,959.57
TOTAL PAYMENT AMOUNT				2,959.57 *			2,959.57
019383/00	SUTTER HEALTH PLUS						
PV-180096	06/20/2018	JULY 2018		01-0000-0-9552-000-0000-0000-000-000	NN		41,994.89
TOTAL PAYMENT AMOUNT				41,994.89 *			41,994.89
010902/00	U.S. BANK						
2673 PO-182611	06/21/2018	4866-9102-0001-0556		1 01-8150-0-4300-106-0000-8110-007-000	NN F	1,250.63	1,250.63
2700 PO-182635	06/21/2018	4866-9102-0001-0556		1 01-0000-0-5800-112-0000-3600-007-000	NN F	7.75	7.75
2739 PO-182677	06/21/2018	4866-910-0001-0556		1 01-0000-0-5800-101-0000-7150-002-000	NN F	482.00	482.00
2774 PO-182700	06/21/2018	4866-9102-0001-0556		1 01-0000-0-4200-101-0000-7150-002-000	NN F	493.00	493.00
2833 PO-182768	06/21/2018	4866-9102-0001-0556		1 01-0000-0-4300-101-0000-7150-002-000	NN F	199.39	199.39
TOTAL PAYMENT AMOUNT				2,432.77 *			2,432.77

Vendor/Addr Remit name

000000 WESTERN HEALTH ADVANTAGE
PV-180093 06/18/2018 JULY 2018

Tax ID num	Deposit type	ABA num	Account num	Orig Amt	Net Amount
01-0000-0-9552-000-0000-0000-000-000	NN			5,031.04	5,031.04
TOTAL PAYMENT AMOUNT				5,031.04 *	5,031.04

022221/02 WESTERN HEALTH ADVANTAGE
PV-180095 06/20/2018 JULY 2018

01-0000-0-9552-000-0000-0000-000-000	NN			104,919.27	104,919.27
TOTAL PAYMENT AMOUNT				104,919.27 *	104,919.27

017313/00 XEROX

143 PO-180120 06/21/2018 300519561A
142 PO-180121 06/21/2018 7149057-001
2031 PO-181972 06/21/2018 230077510
2469 PO-182429 06/21/2018 691280861

1 01-0000-0-4300-116-0000-8200-007-992	NN F	58,932.33	8,096.34
1 01-0000-0-5800-116-1920-8200-007-000	NN F	59,038.63	35,234.32
1 01-0000-0-5800-116-1920-8200-007-000	NN F	2,091.78	2,387.92
1 01-3010-0-5600-240-1110-1000-011-000	NN F	123.45	26.55
TOTAL PAYMENT AMOUNT		45,745.13 *	45,745.13

TOTAL FUND	PAYMENT	411,826.34 **	411,826.34
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1. *Environ. Pollut.* 2000;102:1-12.

[REDACTED]

40.00 *

40.00	10.00
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40.00

57.78 57.78

57.78

97.78

081 CENTER UNIFIED SCHOOL DISTRICT J10707
06-21-17

ACCOUNTS PAYABLE PRELIST
BATCH: 0065 6-21-18
FUND : 14 DEFERRED MAINTENANCE FUND

APY500 L.00.12 06/21/18 10:29 PAGE 7
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Reg Reference	Date	Description		FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS		Liq Amt	Net Amount	
015121/00	B.J. FLOORING INC							
2769 PO-182699	06/18/2018	2009578		1 14-0024-0-5600-106-9223-8110-007-000 NN F		17,932.00	17,932.00	
TOTAL PAYMENT AMOUNT						17,932.00 *	17,932.00	
TOTAL FUND PAYMENT						17,932.00 **	17,932.00	

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[illegible]

Number of checks to be printed: 33, not counting voids due to stub overflows.

Batch status: A All

From batch: 0063

To batch: 0063

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

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 T9MPS		
<hr/>							
010669/00	ALHAMBRA & SIERRA SPRINGS						
183 PO-180154	06/14/2018	27045224780818	1	01-0000-0-4300-105-0000-7200-005-000	NN P	34.50	34.50
183 PO-180154	06/14/2018	27045224780818	2	01-0000-0-5600-105-0000-7200-005-000	NN P	5.99	5.99
TOTAL PAYMENT AMOUNT						40.49 *	40.49
011481/00	AT&T						
2517 PO-182443	06/14/2018	9391028109	1	01-0000-0-5930-106-0000-8110-007-000	NN F	2,540.74	5,454.86
TOTAL PAYMENT AMOUNT						5,454.86 *	5,454.86
021604/00	ATLAS DISPOSAL INDUSTRIES						
27 PO-180026	06/14/2018	1031	1	01-0000-0-5525-106-0000-8110-007-000	NN P	230.13	230.13
27 PO-180026	06/14/2018	149397	1	01-0000-0-5525-106-0000-8110-007-000	NN P	627.96	627.96
27 PO-180026	06/14/2018	149398	1	01-0000-0-5525-106-0000-8110-007-000	NN P	1,714.54	1,714.54
27 PO-180026	06/14/2018	149399	1	01-0000-0-5525-106-0000-8110-007-000	NN P	733.43	733.43
27 PO-180026	06/14/2018	149400	1	01-0000-0-5525-106-0000-8110-007-000	NN P	307.08	307.08
27 PO-180026	06/14/2018	149401	1	01-0000-0-5525-106-0000-8110-007-000	NN P	281.28	281.28
27 PO-180026	06/14/2018	149402	1	01-0000-0-5525-106-0000-8110-007-000	NN P	524.84	524.84
27 PO-180026	06/14/2018	149403	1	01-0000-0-5525-106-0000-8110-007-000	NN P	483.59	483.59
27 PO-180026	06/14/2018	149404	1	01-0000-0-5525-106-0000-8110-007-000	NN P	86.92	86.92
27 PO-180026	06/14/2018	1032	1	01-0000-0-5525-106-0000-8110-007-000	NN P	371.86	371.86
TOTAL PAYMENT AMOUNT						5,361.63 *	5,361.63
018071/00	BRADY, ASHLEY						
2799 PO-182735	06/14/2018	MILEAGE	1	01-3410-0-5200-472-1110-1000-019-000	NN F	12.10	12.10
2799 PO-182735	06/14/2018	MILEAGE	2	01-6520-0-5200-472-5770-1110-019-000	NN F	42.62	42.62
TOTAL PAYMENT AMOUNT						54.72 *	54.72
019315/00	BRANDON PATRICK GOODWIN						
2795 PO-182727	06/14/2018	MCA BRANDON GOODWIN	1	01-0000-0-5800-472-1110-1000-014-993	NY F	2,150.00	2,150.00
TOTAL PAYMENT AMOUNT						2,150.00 *	2,150.00
019750/00	CAPITAL PROGRAM MGMT INC						
545 PO-180511	06/14/2018	#41	1	01-6230-0-5800-106-9543-7200-007-000	NN P	1,431.75	1,431.75
TOTAL PAYMENT AMOUNT						1,431.75 *	1,431.75

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 T9MPS		Liq Amt	Net Amount

022223/00	CASBO PROFESSIONAL DEVELOPMENT							
1770 PO-181715	06/14/2018	603300		1	01-0000-0-5200-105-0000-7200-005-000	NN P	265.00	265.00
1770 PO-181715	06/14/2018	603299		1	01-0000-0-5200-105-0000-7200-005-000	NN F	265.00	265.00
1774 PO-181716	06/14/2018	603297		1	01-0000-0-5200-105-0000-7200-005-000	NN P	255.00	255.00
1774 PO-181716	06/14/2018	603296		1	01-0000-0-5200-105-0000-7200-005-000	NN F	255.00	255.00
				TOTAL PAYMENT AMOUNT		1,040.00 *		1,040.00
014371/00	CENGAGE LEARNING							
2695 PO-182630	06/14/2018	63747291		1	01-0037-0-4100-103-1110-1000-019-000	NN F	20,916.23	19,005.63
				TOTAL PAYMENT AMOUNT		19,005.63 *		19,005.63
013928/00	CINTAS LOCATION 622							
108 PO-180057	06/14/2018	622162043		1	01-0000-0-5800-111-0000-8200-007-000	NN P	8.88	8.88
108 PO-180057	06/14/2018	622162044		1	01-0000-0-5800-111-0000-8200-007-000	NN P	5.83	5.83
108 PO-180057	06/14/2018	622162045		1	01-0000-0-5800-111-0000-8200-007-000	NN P	55.40	55.40
108 PO-180057	06/14/2018	622162046		1	01-0000-0-5800-111-0000-8200-007-000	NN P	23.55	23.55
108 PO-180057	06/14/2018	622162047		1	01-0000-0-5800-111-0000-8200-007-000	NN P	8.68	8.68
108 PO-180057	06/14/2018	622162048		1	01-0000-0-5800-111-0000-8200-007-000	NN P	8.68	8.68
108 PO-180057	06/14/2018	622162049		1	01-0000-0-5800-111-0000-8200-007-000	NN P	25.88	25.88
108 PO-180057	06/14/2018	622162050		1	01-0000-0-5800-111-0000-8200-007-000	NN P	50.47	50.47
				TOTAL PAYMENT AMOUNT		187.37 *		187.37
015699/00	CLARK SECURITY PRODUCTS							
2586 PO-182519	06/14/2018	22K267052		1	01-8150-0-4300-106-0000-8110-007-000	NN P	533.29	533.29
2586 PO-182519	06/14/2018	22K267051		1	01-8150-0-4300-106-0000-8110-007-000	NN P	18.56	18.56
				TOTAL PAYMENT AMOUNT		551.85 *		551.85
016849/00	CLASSIC AWARDS & TROPHY CO							
2416 PO-182353	06/14/2018	81538		1	01-7220-0-5800-472-1110-1000-014-000	NN F	1,682.52	1,765.99
PV-180091	06/11/2018	81580			01-0076-0-5800-472-1110-4200-014-000	NN		246.49
PV-180091	06/11/2018	81040			01-0076-0-5800-472-1110-4200-014-000	NN		146.58
PV-180091	06/11/2018	81627			01-0076-0-5800-472-1110-4200-014-000	NN		86.42
PV-180091	06/11/2018	81735			01-0076-0-5800-472-1110-4200-014-000	NN		155.88
PV-180091	06/11/2018	81581			01-0076-0-5800-472-1110-4200-014-000	NN		374.81
				TOTAL PAYMENT AMOUNT		2,776.17 *		2,776.17

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 T9MPS
015191/00	CONIDARIS, CYNTHIA						
2680 PO-182623	06/14/2018	MAY MILEAGE	1	01-6500-0-5210-102-5060-2110-019-000	NN F	62.22	62.22
2802 PO-182737	06/14/2018	MAY 2018	1	01-6500-0-5210-102-5060-2110-019-000	NN P	86.02	86.02
TOTAL PAYMENT AMOUNT						148.24 *	148.24
018527/00	CONTI CORPORATION						
2441 PO-182384	06/14/2018	18050615	1	01-0000-0-5600-472-0000-8200-014-990	NN F	4,500.00	4,500.00
2441 PO-182384	06/14/2018	18050615	2	01-0000-0-4300-472-0000-8200-014-990	NN F	2,575.23	2,575.23
TOTAL PAYMENT AMOUNT						7,075.23 *	7,075.23
010236/00	CREATIVE BUS SALES						
1719 PO-181664	06/12/2018	1529328	1	01-0000-0-6400-112-0000-3600-007-995	NN F	135,153.58	135,153.58
TOTAL PAYMENT AMOUNT						135,153.58 *	135,153.58
019593/00	DAVID W. DAVIS						
2796 PO-182728	06/12/2018	MCA WORKSHOP-DAVID DAVIS	1	01-0000-0-5800-472-1110-1000-014-993	NY F	2,150.00	2,150.00
TOTAL PAYMENT AMOUNT						2,150.00 *	2,150.00
014138/00	DIESEL EMISSIONS SERVICE						
268 PO-180216	06/14/2018	W 3-39004	1	01-0000-0-5600-112-0000-3600-007-000	NN P	385.95	385.95
TOTAL PAYMENT AMOUNT						385.95 *	385.95
010336/00	ECOTECH PEST MANAGEMENT INC						
14 PO-180014	06/14/2018	16059	1	01-0000-0-5500-106-0000-8110-007-000	NN P	712.00	712.00
TOTAL PAYMENT AMOUNT						712.00 *	712.00
021939/00	ENTEX CONSULTING GROUP INC						
2394 PO-182325	06/14/2018	18/0191	2	01-0000-0-6200-472-0000-8500-007-171	NN P	2,686.43	2,686.43
TOTAL PAYMENT AMOUNT						2,686.43 *	2,686.43

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 T9MPS	Liq Amt
								Net Amount
010592/00	EWING IRRIGATION PRODUCTS							
2629 PO-182556	06/14/2018	5468295	1	01-0000-0-4300-106-0000-8110-007-000	NN	P		535.93
2629 PO-182556	06/14/2018	5465713	1	01-0000-0-4300-106-0000-8110-007-000	NN	P		608.48
TOTAL PAYMENT AMOUNT								1,144.41 *
017005/00	FERGUSON ENTERPRISES INC #686							
356 PO-180321	06/14/2018	6053902	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		191.51
356 PO-180321	06/14/2018	6055460	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		31.58
TOTAL PAYMENT AMOUNT								223.09 *
017423/00	FRANKLIN COVEY CO							
2498 PO-182453	06/14/2018	1S10019337	1	01-6300-0-4300-236-1110-1000-009-000	NN	F		975.14
TOTAL PAYMENT AMOUNT								1,086.76 *
015277/00	GRAVES, WILLIAM							
2681 PO-182644	06/14/2018	MAY MILEAGE	1	01-0000-0-5210-103-1110-1004-019-000	NN	F		72.47
TOTAL PAYMENT AMOUNT								62.46 *
018992/00	GREEN ACRES NURSERY & SUPPLY							
2663 PO-182602	06/14/2018	01-002-312523	1	01-0000-0-4300-106-0000-8110-007-000	NN	P		490.81
TOTAL PAYMENT AMOUNT								490.81 *
017718/00	GUIDING HANDS INC.							
782 PO-180744	06/14/2018	5020	1	01-6500-0-5800-102-5750-1180-019-000	NN	P		250.00
782 PO-180744	06/14/2018	5008	1	01-6500-0-5800-102-5750-1180-019-000	NN	P		312.50
782 PO-180744	06/14/2018	4989	1	01-6500-0-5800-102-5750-1180-019-000	NN	P		3,661.49
TOTAL PAYMENT AMOUNT								4,223.99 *
014792/00	HOLLOWAY, KALA							
551 PO-180514	06/14/2018	MAR, APR,MAY	1	01-6500-0-5800-102-5770-3600-019-000	NN	F		138.86
TOTAL PAYMENT AMOUNT								318.96 *

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 T9MPS				
010830/00		HOLT OF CALIFORNIA					
1800 PO-182741	06/14/2018	SW050278038	1 01-8150-0-4300-106-0000-8110-007-000 NN F			28.29	28.29
1800 PO-182741	06/14/2018	SW050277766	2 01-8150-0-5800-106-0000-8110-007-000 NN F			188.00	188.00
TOTAL PAYMENT AMOUNT			216.29 *				216.29
017337/00		HUMMINGBIRD NETWORKS					
2303 PO-182236	06/14/2018	251856	1 01-0370-0-4300-115-0000-7700-007-000 NN F			336.72	336.72
2303 PO-182236	06/14/2018	251856	2 01-0370-0-4400-115-0000-7700-007-000 NN F			968.67	968.67
2303 PO-182236	06/14/2018	251856	3 01-0370-0-5600-115-0000-7700-007-000 NN F			70.05	70.05
TOTAL PAYMENT AMOUNT			1,375.44 *				1,375.44
021789/00		JABBERGYM INC					
1746 PO-182721	06/21/2018	9785	1 01-6500-0-5800-102-5750-1180-019-000 NN P			39,555.00	39,555.00
TOTAL PAYMENT AMOUNT			39,555.00 *				39,555.00
018727/00		JACKSON, JASON					
1442 PO-181400	06/14/2018	MARCH MILEAGE	1 01-6500-0-5800-102-5770-3600-019-000 NN F			73.87	47.96
1801 PO-182736	06/14/2018	APRIL 2018	1 01-6500-0-5800-102-5770-3600-019-000 NN P			43.60	43.60
TOTAL PAYMENT AMOUNT			91.56 *				91.56
014662/00		JACKSON, STEVEN					
2809 PO-182742	06/14/2018	REIMB MEETING LUNCH	1 01-0000-0-4300-234-1110-1000-008-605 NN F			85.59	85.59
TOTAL PAYMENT AMOUNT			85.59 *				85.59
014645/00		JOHNSON, KATIE					
2803 PO-182738	06/14/2018	MILEAGE	1 01-3410-0-5200-472-1110-1000-019-000 NN F			6.27	6.27
2803 PO-182738	06/14/2018	MILEAGE	2 01-6520-0-5200-472-5770-1110-019-000 NN F			6.27	6.27
TOTAL PAYMENT AMOUNT			12.54 *				12.54
014389/00		LOMOVA, YELENA					
532 PO-180489	06/14/2018	TRIP 1751	1 01-0000-0-5800-112-0000-3600-007-000 NN P			9.27	9.27
532 PO-180489	06/14/2018	1599	1 01-0000-0-5800-112-0000-3600-007-000 NN P			15.00	15.00
TOTAL PAYMENT AMOUNT			24.27 *				24.27

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
			FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS					
017726/00	LOS ANGELES FREIGHTLINER							
2709 PO-182642	06/14/2018	XA410005292:01		1 01-0000-0-4300-112-0000-3600-007-000	NN P		94.96	94.96
2709 PO-182642	06/14/2018	XA410005380:01		1 01-0000-0-4300-112-0000-3600-007-000	NN P		67.05	67.05
2709 PO-182642	06/14/2018	XA410005380:01		1 01-0000-0-4300-112-0000-3600-007-000	NN P		94.30	94.30
TOTAL PAYMENT AMOUNT							256.31 *	256.31
021914/00	LOY MATTISON ENTERPRISES							
416 PO-180382	06/14/2018	040118053118		1 01-0000-0-5800-106-0000-8110-007-000	NY P		1,050.00	1,050.00
TOTAL PAYMENT AMOUNT							1,050.00 *	1,050.00
019087/00	MCCARTY, MELADEE							
2685 PO-182625	06/14/2018	MAY-2018		1 01-6500-0-5800-102-5750-1180-019-000	NY F		2,600.00	2,600.00
TOTAL PAYMENT AMOUNT							2,600.00 *	2,600.00
022590/00	MICHAEL JONES							
1135 PO-181092	06/14/2018	TRIP 1734		1 01-0000-0-5800-112-0000-3600-007-000	NN P		6.57	6.57
TOTAL PAYMENT AMOUNT							6.57 *	6.57
016087/00	MICHAEL'S TRANSPORTATION SERV.							
2368 PO-182295	06/14/2018	103961		1 01-0000-0-5800-112-0000-3600-007-000	NN F		3,878.75	3,878.75
2810 PO-182746	06/14/2018	103961		1 01-0000-0-5800-112-0000-3600-007-000	NN F		981.25	981.25
TOTAL PAYMENT AMOUNT							4,860.00 *	4,860.00
019059/00	MILLENNIUM TERMITE & PEST							
39 PO-180036	06/14/2018	TR-71099		1 01-0000-0-5500-106-0000-8110-007-000	NN P		91.00	91.00
39 PO-180036	06/14/2018	TR-72628		1 01-0000-0-5500-106-0000-8110-007-000	NN P		57.00	57.00
39 PO-180036	06/14/2018	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
018419/00	NCPS							
1822 PO-181783	06/14/2018	NCPS3594		1 01-6500-0-5800-102-5750-1180-019-000	NN P		1,916.07	1,916.07
TOTAL PAYMENT AMOUNT							1,916.07 *	1,916.07

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
			FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS					
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021511/00	OCCUPATIONAL THERAPY FOR							
2728 PO-182674	06/14/2018	18-05-11		1	01-6500-0-5800-102-5750-1180-019-000	NN P	450.00	450.00
			TOTAL PAYMENT AMOUNT				450.00 *	450.00
017576/00	OFFICE DEPOT							
2596 PO-182529	06/14/2018	131914665001		1	01-3410-0-4300-472-1110-1000-019-000	NN P	35.17	35.17
2596 PO-182529	06/14/2018	131914664001		1	01-3410-0-4300-472-1110-1000-019-000	NN F	1,529.34	1,529.23
			TOTAL PAYMENT AMOUNT				1,564.40 *	1,564.40
021050/00	PACHECO, SHAWNA							
2804 PO-182739	06/11/2018	MILEAGE		2	01-3410-0-5210-472-1110-1000-019-000	NN F	36.30	36.30
2804 PO-182739	06/14/2018	MILEAGE		1	01-6520-0-5200-472-5770-1110-019-000	NN F	130.99	130.99
			TOTAL PAYMENT AMOUNT				167.29 *	167.29
021249/00	PERRY, HEATHER							
911 PO-180885	06/14/2018	MAY MILEAGE		1	01-6500-0-5210-102-5001-2700-019-000	NN F	43.46	19.08
			TOTAL PAYMENT AMOUNT				19.08 *	19.08
011345/00	PLACER LEARNING CENTER							
2530 PO-182511	06/14/2018	MAY 2018		1	01-6500-0-5800-102-5750-1180-019-000	NN P	14,740.79	14,740.79
			TOTAL PAYMENT AMOUNT				14,740.79 *	14,740.79
014069/00	PLATT ELECTRIC SUPPLY INC							
12 PO-180012	06/14/2018	R500053		1	01-8150-0-4300-106-0000-8110-007-000	NN P	924.87	924.87
			TOTAL PAYMENT AMOUNT				924.87 *	924.87
015869/00	PRASKOVIYA GERGI							
2266 PO-182223	06/14/2018	MAY MILEAGE		1	01-6500-0-5800-102-5770-3600-019-000	NN P	597.32	597.32
			TOTAL PAYMENT AMOUNT				597.32 *	597.32

Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description		FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS			Liq Amt	Net Amount	

016973/00	PROJECT LEAD THE WAY								
1504 PO-181459	06/14/2018	125605		1 01-0000-0-4300-103-1110-1000-019-995 NN F			13,745.67	13,745.67	
2354 PO-182289	06/14/2018	128853		1 01-0000-0-4300-472-1260-1000-014-000 NN F			549.53	549.54	
2476 PO-182416	06/11/2018	129658		1 01-1100-0-4300-472-1110-1000-014-995 NN F			2,385.64	1,433.09	
2476 PO-182416	06/14/2018	close		2 01-0000-0-4300-472-1110-1000-014-000 NN C			1,649.60	0.00	
TOTAL PAYMENT AMOUNT							15,728.30 *	15,728.30	
021194/00	PRUDENTIAL OVERALL SUPPLY INC								
2167 PO-182107	06/14/2018	180309081		1 01-0000-0-5600-112-0000-3600-007-000 NN P			48.86	48.86	
2167 PO-182107	06/14/2018	180309652		1 01-0000-0-5600-112-0000-3600-007-000 NN P			48.86	48.86	
TOTAL PAYMENT AMOUNT							97.72 *	97.72	
019976/00	RAMIREZ, TRACY LAFAY								
760 PO-180731	06/14/2018	MAY MILEAGE		1 01-6500-0-5210-102-5060-2110-019-000 NN F			634.50	32.21	
TOTAL PAYMENT AMOUNT							32.21 *	32.21	
014245/00	RAY, CANDACE								
2772 PO-182745	06/14/2018	REIME SUPPLIES		1 01-0000-0-4300-371-1110-1000-012-000 N F			539.01	539.01	
TOTAL PAYMENT AMOUNT							539.01 *	539.01	
010552/00	SAC VAL JANITORIAL								
997 PO-180964	06/14/2018	10299942		1 01-0000-0-4300-111-0000-8200-007-000 NN P			492.74	492.74	
2734 PO-182669	06/14/2018	10299200		1 01-0000-0-9320-000-0000-0000-000-000 NN P			235.32	235.32	
2734 PO-182669	06/14/2018	10299777		1 01-0000-0-9320-000-0000-0000-000-000 NN M			-196.75	-196.75	
2734 PO-182669	06/14/2018	10299296		1 01-0000-0-9320-000-0000-0000-000-000 NN P			2,694.57	2,694.57	
2734 PO-182669	06/14/2018	10299752		1 01-0000-0-9320-000-0000-0000-000-000 NN P			481.21	481.21	
2734 PO-182669	06/14/2018	10299941		1 01-0000-0-9320-000-0000-0000-000-000 NN P			281.08	281.08	
2734 PO-182669	06/14/2018	10300203		1 01-0000-0-9320-000-0000-0000-000-000 NN P			3,159.00	3,159.00	
2813 PO-182748	06/14/2018	10299744		1 01-0000-0-4400-111-0000-8200-007-000 NN F			1,642.68	1,642.68	
2813 PO-182748	06/14/2018	10299744		2 01-0000-0-4400-240-0000-2700-011-000 NN F			1,516.32	1,516.32	
TOTAL PAYMENT AMOUNT							10,306.17 *	10,306.17	
010266/00	SACRAMENTO COUNTY UTILITIES								
21 PO-180021	06/14/2018	50000185866		1 01-0000-0-5520-106-0000-8110-007-000 N P			865.21	865.21	
TOTAL PAYMENT AMOUNT							865.21 *	865.21	

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	ABA num	Account num	Liq Amt	Net Amount
016337/00	SAECHAO, MUANG							
2808 PO-182744	06/14/2018	APRIL		1 01-6500-0-5800-102-5770-3600-019-000 NN P			242.64	242.64
2808 PO-182744	06/14/2018	MAY		1 01-6500-0-5800-102-5770-3600-019-000 NN P			254.19	254.19
2808 PO-182744	06/14/2018	JUNE		1 01-6500-0-5800-102-5770-3600-019-000 NN F			13.17	11.56
			TOTAL PAYMENT AMOUNT		508.39 *			508.39
010826/00	SHIFFLER EQUIPMENT SALES INC							
1273 PO-181226	06/14/2018	1813701800		1 01-8150-0-4300-106-0000-8110-007-000 NN P			178.23	178.23
			TOTAL PAYMENT AMOUNT		178.23 *			178.23
020811/00	SHRED-IT USA LLC							
1319 PO-181286	06/14/2018	8124859312		1 01-0000-0-5800-106-0000-7200-007-000 NN P			80.00	80.00
PV-180092	06/12/2018	8124860072		01-0000-0-5800-371-0000-2700-012-000 NN				39.57
			TOTAL PAYMENT AMOUNT		119.57 *			119.57
019683/00	SIERRA FOOTHILLS ACADEMY							
578 PO-180543	06/14/2018	MAY 2018- PARTIAL		1 01-6500-0-5800-102-5750-1180-019-000 NN F			2,725.26	2,725.26
1794 PO-181741	06/14/2018	MAY 2018- PARTIAL		1 01-6500-0-5800-102-5750-1180-019-000 NN P			3,637.93	3,637.93
			TOTAL PAYMENT AMOUNT		6,363.19 *			6,363.19
010010/00	SIERRA SCHOOL							
1250 PO-181196	06/12/2018	241745		1 01-6500-0-5800-102-5750-1180-019-000 NN P			3,051.90	3,051.90
1250 PO-181196	06/14/2018	249771		1 01-6500-0-5800-102-5750-1180-019-000 NN P			3,333.22	3,333.22
			TOTAL PAYMENT AMOUNT		6,385.12 *			6,385.12
020087/00	SOCCER PRO							
1940 PO-181890	06/14/2018	51286		1 01-0076-0-4300-472-1110-4200-014-811 NN F			204.73	204.73
			TOTAL PAYMENT AMOUNT		204.73 *			204.73
018967/00	SPRINT CUSTOMER SERVICE							
23 PO-180023	06/13/2018	811116315-199		1 01-0000-0-5930-106-0000-8110-007-000 NN P			218.95	218.95
132 PO-180115	06/14/2018	811116315-199		1 01-0000-0-5930-101-0000-7150-002-000 NN P			52.28	52.28
477 PO-180430	06/14/2018	811116315-199		1 01-0000-0-5930-472-0000-2700-014-000 NN P			0.26	0.26
543 PO-180509	06/14/2018	811116315-199		1 01-6500-0-5930-102-5060-2110-019-000 NN P			42.96	42.96

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
				FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				

018967 (CONTINUED)

608	PO-180573	06/14/2018	811116315-199	1	01-0000-0-5930-109-0000-3140-004-000	NN P	4.90	4.90
783	PO-180745	06/14/2018	811116315-199	1	01-6387-0-5930-472-1110-1000-019-000	NN P	50.88	50.88
2146	PO-182090	06/14/2018	811116315-199	1	01-0000-0-5930-115-0000-7700-007-000	NN P	126.23	126.23
TOTAL PAYMENT AMOUNT							496.46 *	496.46

020252/00 STAPLES BUSINESS ADVANTAGE

2589	PO-182526	06/14/2018	3379182910	1	01-6520-0-4300-472-5770-1110-019-000	NN P	32.31	32.31
2589	PO-182526	06/14/2018	3379182908	1	01-6520-0-4300-472-5770-1110-019-000	NN M	-32.31	-32.31
2589	PO-182526	06/14/2018	3378726679	1	01-6520-0-4300-472-5770-1110-019-000	NN P	87.04	87.04
2589	PO-182526	06/14/2018	3378726680	1	01-6520-0-4300-472-5770-1110-019-000	NN P	44.59	44.59
2589	PO-182526	06/14/2018	3378788938	1	01-6520-0-4300-472-5770-1110-019-000	NN P	204.97	204.97
2589	PO-182526	06/14/2018	3378859369	1	01-6520-0-4300-472-5770-1110-019-000	NN P	23.68	23.68
2589	PO-182526	06/14/2018	3378859370	1	01-6520-0-4300-472-5770-1110-019-000	NN M	-1.72	-1.72
2589	PO-182526	06/14/2018	3377816054	1	01-6520-0-4300-472-5770-1110-019-000	NN P	38.11	38.11
2589	PO-182526	06/14/2018	3377816052	1	01-6520-0-4300-472-5770-1110-019-000	NN P	1,117.77	1,117.77
2589	PO-182526	06/14/2018	3378688992	1	01-6520-0-4300-472-5770-1110-019-000	NN P	22.51	22.51
2589	PO-182526	06/14/2018	3378688993	1	01-6520-0-4300-472-5770-1110-019-000	NN P	22.51	22.51
2589	PO-182526	06/14/2018	3378688987	1	01-6520-0-4300-472-5770-1110-019-000	NN P	25.85	25.85
2589	PO-182526	06/14/2018	3378688988	1	01-6520-0-4300-472-5770-1110-019-000	NN P	10.76	10.76
2589	PO-182526	06/14/2018	3378688989	1	01-6520-0-4300-472-5770-1110-019-000	NN P	12.92	12.92
2589	PO-182526	06/14/2018	3378688990	1	01-6520-0-4300-472-5770-1110-019-000	NN P	12.92	12.92
2589	PO-182526	06/14/2018	3378688991	1	01-6520-0-4300-472-5770-1110-019-000	NN P	12.92	12.92
2589	PO-182526	06/14/2018	3378688995	1	01-6520-0-4300-472-5770-1110-019-000	NN P	8.61	8.61
2589	PO-182526	06/14/2018	3378688994	1	01-6520-0-4300-472-5770-1110-019-000	NN P	25.20	25.20
2589	PO-182526	06/14/2018	3378257140	1	01-6520-0-4300-472-5770-1110-019-000	NN P	24.56	24.56
2589	PO-182526	06/14/2018	3378105567	1	01-6520-0-4300-472-5770-1110-019-000	NN P	111.19	111.19
2589	PO-182526	06/14/2018	3377984343	1	01-6520-0-4300-472-5770-1110-019-000	NN P	21.54	21.54
2589	PO-182526	06/14/2018	3378105568	1	01-6520-0-4300-472-5770-1110-019-000	NN P	6.99	6.99
2589	PO-182526	06/14/2018	3377984342	1	01-6520-0-4300-472-5770-1110-019-000	NN F	191.08	191.08
TOTAL PAYMENT AMOUNT							1,900.21 *	1,900.21

020465/00 SUPPORTED LIFE INSTITUTE

2158	PO-182185	06/14/2018	MAY 2018	1	01-6500-0-5800-102-5750-1180-019-000	NN F	521.50	633.25
TOTAL PAYMENT AMOUNT							633.25 *	633.25

011554/00 TRACTOR SUPPLY CO

1038	PO-180995	06/14/2018	6035 3012 0347 6674	1	01-0000-0-4300-106-0000-8110-007-000	NN P	219.50	219.50
TOTAL PAYMENT AMOUNT							219.50 *	219.50

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 T9MPS		Liq Amt	Net Amount
021111/00	ULINE						
2793 PO-182733	06/14/2018	97841986		1 01-0000-0-4300-106-0000-8110-007-000 NN F		646.16	646.16
TOTAL PAYMENT AMOUNT						646.16 *	646.16
TOTAL FUND PAYMENT						309,860.20 **	309,860.20

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 T9MPS		
010707/00	C & H SHEET METAL						
2806 PO-182743	06/14/2018	364	1	13-5310-0-5600-108-0000-3700-007-000	NY F	500.00	500.00
TOTAL PAYMENT AMOUNT				500.00 *			500.00
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
113 PO-180097	06/14/2018	180309080	1	13-5310-0-5800-108-0000-3700-007-000	NN P	77.75	77.75
113 PO-180097	06/14/2018	180309651	1	13-5310-0-5800-108-0000-3700-007-000	NN P	77.75	77.75
TOTAL PAYMENT AMOUNT				155.50 *			155.50
016043/00	SHELTONS UNLIMITED MECHANICAL						
187 PO-180174	06/14/2018	18-MAY-PM	1	13-5310-0-5600-108-0000-3700-007-000	NN P	2,040.00	2,040.00
TOTAL PAYMENT AMOUNT				2,040.00 *			2,040.00
018967/00	SPRINT CUSTOMER SERVICE						
177 PO-180143	06/14/2018	811116315-199	1	13-5310-0-5930-108-0000-3700-007-000	NN P	4.71	4.71
TOTAL PAYMENT AMOUNT				4.71 *			4.71
TOTAL FUND PAYMENT				2,700.21 **			2,700.21

BATCH: 0063 06-14-18

<< Open >>

FUND : 14 DEFERRED MAINTENANCE FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description		FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS		Liq Amt	Net Amount	
018970/00	RUA & SON MECHANICAL INC							
2713 PO-182648	06/14/2018	302546		1 14-0024-0-5600-106-9585-8110-007-000 NN P		40,953.55	40,953.55	
			TOTAL PAYMENT AMOUNT		40,953.55 *		40,953.55	
			TOTAL FUND	PAYMENT	40,953.55 **		40,953.55	

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
				FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				
019750/00	CAPITAL PROGRAM MGMT INC							
1334	PO-181296	06/14/2018 #23		1 21-0000-0-5800-106-0000-8500-007-000 NN P			41,049.75	41,049.75
				TOTAL PAYMENT AMOUNT	41,049.75 *			41,049.75
021939/00	ENTEK CONSULTING GROUP INC							
2394	PO-182325	06/14/2018 18/0191		1 21-0000-0-6200-472-0000-8500-007-171 NN P			2,430.58	2,430.58
				TOTAL PAYMENT AMOUNT	2,430.58 *			2,430.58
010080/00	HANCOCK PARK & DeLONG INC							
1943	PO-181893	06/14/2018 3971		1 21-0000-0-6200-106-0000-8500-007-000 NN P			437.50	437.50
				TOTAL PAYMENT AMOUNT	437.50 *			437.50
019627/00	NACHT & LEWIS ARCHITECTS							
715	PO-180685	06/14/2018 Y175100-07		1 21-0000-0-6215-472-0000-8500-007-170 NN P			520.36	520.36
				TOTAL PAYMENT AMOUNT	520.36 *			520.36
021105/00	SIGNATURE GRAPHICS							
2322	PO-182254	06/14/2018 264621		2 21-0000-0-6200-472-0000-8500-007-171 NN P			221.41	221.41
				TOTAL PAYMENT AMOUNT	221.41 *			221.41
011115/00	THE ENGINEERING ENTERPRISE							
2334	PO-182259	06/14/2018 125074		1 21-0000-0-6200-472-0000-8500-007-171 NN P			1,600.00	1,600.00
				TOTAL PAYMENT AMOUNT	1,600.00 *			1,600.00
				TOTAL FUND PAYMENT	46,259.60 **			46,259.60
				TOTAL BATCH PAYMENT	399,773.56 ***	0.00		399,773.56
				TOTAL DISTRICT PAYMENT	399,773.56 ****	0.00		399,773.56
				TOTAL FOR ALL DISTRICTS:	399,773.56 ****	0.00		399,773.56

Number of checks to be printed: 74, not counting voids due to stub overflows.

Batch status: A All
From batch: 0062
To batch: 0062
Include Revolving Cash: Y
Include Address: N
Include Object Desc: N
Include Vendor TIN: Y
Include Audit Date and Time in Sort: N

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 T9MPS			Liq Amt	Net Amount
010669/00	ALHAMBRA & SIERRA SPRINGS							
25 PO-180025	06/07/2018	27053384782453		1 01-8150-0-4300-106-0000-8110-007-000 NN P			70.43	70.43
25 PO-180025	06/07/2018	27053384782453		2 01-8150-0-5600-106-0000-8110-007-000 NN P			30.00	30.00
425 PO-180393	06/07/2018	27050334781839		2 01-0000-0-5600-475-3200-2700-015-740 NN P			7.50	7.50
425 PO-180393	06/07/2018	27050334781839		1 01-0000-0-4300-475-3200-2700-015-740 NN F			7.67	28.50
502 PO-180459	06/07/2018	27045104780794		2 01-0000-0-5600-110-0000-7200-004-000 NN P			7.50	7.50
2165 PO-182105	06/07/2018	27047404781257		1 01-0000-0-4300-112-0000-3600-007-000 NN P			94.39	94.39
2165 PO-182105	06/05/2018	27047404781257		2 01-0000-0-5600-112-0000-3600-007-000 NN P			7.50	7.50
2652 PO-182581	06/07/2018	27045104780794		1 01-0000-0-5800-110-0000-7200-004-000 NN P			28.50	28.50
				TOTAL PAYMENT AMOUNT	274.32 *			274.32
010400/00	AT&T							
345 PO-180313	06/07/2018	81008413		1 01-0000-0-5930-106-0000-8110-007-000 NN P			9.36	9.36
				TOTAL PAYMENT AMOUNT	9.36 *			9.36
016149/00	BENNETT, JANET							
2788 PO-182731	06/07/2018	REIMB MEAL FOR MEETING		1 01-0000-0-4300-472-1110-1000-014-000 NN F			154.39	154.39
				TOTAL PAYMENT AMOUNT	154.39 *			154.39
014789/00	BISHO, VERNON							
2785 PO-182729	06/06/2018	REIMB HOTEL MCA EVENT		1 01-0000-0-5800-472-1110-1000-014-993 NN F			1,265.58	1,265.58
				TOTAL PAYMENT AMOUNT	1,265.58 *			1,265.58
016216/00	BORASI, CHRIS							
2768 PO-182707	06/07/2018	REIMB SNACKS		1 01-0000-0-4300-371-0000-2700-012-000 NN F			165.85	165.85
				TOTAL PAYMENT AMOUNT	165.85 *			165.85
019315/00	BRANDON PATRICK GOODWIN							
2786 PO-182730	06/07/2018	AIRLINE TICKETS FOR MCA		1 01-0000-0-5800-472-1110-1000-014-993 NY F			1,546.20	1,546.20
				TOTAL PAYMENT AMOUNT	1,546.20 *			1,546.20

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								</
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
<hr/>								
014557/00	COLLEGE OAK TOW & TRANSPORT							
29	PO-180028	06/07/2018	510802	1	01-0000-0-5800-112-0000-3600-007-000	NN P	225.00	225.00
					TOTAL PAYMENT AMOUNT		225.00 *	225.00
010336/00	ECOTECH PEST MANAGEMENT INC							
14	PO-180014	06/07/2018	15917	1	01-0000-0-5500-106-0000-8110-007-000	NN P	2,500.00	2,500.00
					TOTAL PAYMENT AMOUNT		2,500.00 *	2,500.00
015367/00	ELECTRICK MOTORSPORTS INC							
2763	PO-182704	06/07/2018	12026	1	01-0000-0-5800-472-1110-1000-014-000	NN F	878.90	878.90
					TOTAL PAYMENT AMOUNT		878.90 *	878.90
018444/00	ELITE TROPHIES & AWARDS							
2781	PO-182701	06/07/2018	2382	1	01-0000-0-5800-101-0000-7150-002-000	NN F	5.36	5.36
					TOTAL PAYMENT AMOUNT		5.36 *	5.36
019262/00	ENTERPRISE RENT A CAR							
2789	PO-182723	06/07/2018	255JQX & 255DS8	1	01-0000-0-5600-475-3200-1000-015-000	NN F	303.40	303.40
2789	PO-182723	06/07/2018	1Z110M	3	01-0000-0-5600-472-1110-1000-014-000	NN F	99.66	99.66
2789	PO-182723	06/05/2018	20MT4H	2	01-0076-0-5600-472-1110-4200-014-915	NN P	99.66	99.66
2789	PO-182723	06/07/2018	22MNTV	2	01-0076-0-5600-472-1110-4200-014-915	NN P	153.64	153.64
2789	PO-182723	06/07/2018	230DJM & 22ZS3H	2	01-0076-0-5600-472-1110-4200-014-915	NN P	253.30	253.30
2789	PO-182723	06/07/2018	23FB6C	2	01-0076-0-5600-472-1110-4200-014-915	NN F	99.66	99.66
					TOTAL PAYMENT AMOUNT		1,009.32 *	1,009.32
022347/00	GIVE SOMETHING BACK							
2446	PO-182387	06/07/2018	IN-0742122	1	01-6500-0-4300-102-5770-1110-019-000	NN F	63.02	63.02
2573	PO-182509	06/07/2018	IN-0741720	1	01-6300-0-4300-236-1110-1000-009-000	NN P	362.65	362.65
2573	PO-182509	06/05/2018	CM-032871	1	01-6300-0-4300-236-1110-1000-009-000	NN M	-6.58	-6.58
2573	PO-182509	06/05/2018	FINAL	1	01-6300-0-4300-236-1110-1000-009-000	NN F	44.23	0.00
					TOTAL PAYMENT AMOUNT		419.09 *	419.09

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 T9MPS			Liq Amt	Net Amount	
<hr/>								
015636/00	HASTIE'S SAND AND GRAVEL CO							
2757 PO-182696	06/07/2018	159060	1 01-0000-0-4300-106-0000-8110-007-000 NN P			996.69	996.69	
2757 PO-182696	06/07/2018	159463	1 01-0000-0-4300-106-0000-8110-007-000 NN P			1,064.04	1,064.04	
			TOTAL PAYMENT AMOUNT	2,060.73 *			2,060.73	
021775/00	HD SUPPLY FACILITIES MAINT.							
1215 PO-181174	06/07/2018	9163427729	1 01-8150-0-4300-106-0000-8110-007-000 NN P			135.54	135.54	
			TOTAL PAYMENT AMOUNT	135.54 *			135.54	
011341/00	HUNT & SONS INC							
2784 PO-182719	06/07/2018	841989	1 01-0000-0-4340-112-0000-3600-007-000 NN F			22,313.97	22,313.97	
			TOTAL PAYMENT AMOUNT	22,313.97 *			22,313.97	
021789/00	JABBERGYM INC							
1844 PO-181794	06/07/2018	9651	1 01-6500-0-5800-102-5750-1180-019-000 NN F			3,817.50	3,817.50	
2402 PO-182360	06/07/2018	9651	1 01-6500-0-5800-102-5750-1180-019-000 NN F			23,787.50	23,787.50	
2746 PO-182721	06/07/2018	9651	1 01-6500-0-5800-102-5750-1180-019-000 NN P			18,475.00	18,475.00	
			TOTAL PAYMENT AMOUNT	46,080.00 *			46,080.00	
010728/00	JOHNSTONE SUPPLY OF SACRAMENTO							
2674 PO-182612	06/07/2018	27-S2296347.001	1 01-8150-0-4300-106-0000-8110-007-000 NN P			13.95	13.95	
			TOTAL PAYMENT AMOUNT	13.95 *			13.95	
016378/00	LUPPINO, ROXANNE							
2752 PO-182703	06/07/2018	MILEAGE	1 01-7338-0-5210-472-1110-1000-014-000 NN F			141.99	141.99	
2787 PO-182720	06/04/2018	mileage	1 01-6387-0-5210-472-1110-1000-019-000 NN F			16.24	16.24	
			TOTAL PAYMENT AMOUNT	158.23 *			158.23	
022406/00	MAXIM HEALTHCARE SERVICES INC							
2653 PO-182580	06/07/2018	5778780262	1 01-0000-0-5800-109-0000-3140-004-000 NN F			1,193.10	1,193.10	
2791 PO-182725	06/07/2018	5778780262	1 01-0000-0-5800-109-0000-3140-004-000 NN P			2,664.40	2,664.40	
2791 PO-182725	06/07/2018	5792300262	1 01-0000-0-5800-109-0000-3140-004-000 NN P			2,607.50	2,607.50	
			TOTAL PAYMENT AMOUNT	6,465.00 *			6,465.00	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Net Amount
015663/00	MCNICHOLS, SHIRLEY							
2751 PO-182702	06/07/2018	REIMB SUPPLIES	1	01-7338-0-4300-472-1110-1000-014-000	NN F		77.54	77.54
		TOTAL PAYMENT AMOUNT				77.54 *		77.54
016087/00	MICHAEL'S TRANSPORTATION SERV.							
2368 PO-182295	06/05/2018	103845	1	01-0000-0-5800-112-0000-3600-007-000	NN P		5,670.00	5,670.00
		TOTAL PAYMENT AMOUNT				5,670.00 *		5,670.00
019828/00	MIRANDA, RYAN							
2749 PO-182693	06/07/2018	MILEAGE	1	01-0000-0-5800-601-1110-1000-017-093	NN P		54.50	54.50
		TOTAL PAYMENT AMOUNT				54.50 *		54.50
011407/00	MORENO-VELEZ, DAISY							
2764 PO-182705	06/07/2018	MILEAGE	1	01-7338-0-5210-472-1110-1000-014-000	NN F		45.45	45.45
		TOTAL PAYMENT AMOUNT				45.45 *		45.45
015536/00	MYSTERY SCIENCE INC							
2767 PO-182698	06/07/2018	27207	1	01-0000-0-5800-234-1110-1000-008-000	NN F		499.99	499.99
		TOTAL PAYMENT AMOUNT				499.99 *		499.99
015787/00	O'REILLY AUTO PARTS							
16 PO-180016	06/07/2018	1333147	1	01-0000-0-4300-112-0000-3600-007-000	NN F		1,061.69	1,236.68
		TOTAL PAYMENT AMOUNT				1,236.68 *		1,236.68
017576/00	OFFICE DEPOT							
2494 PO-182451	06/07/2018	128968149001	1	01-3010-0-4300-371-1110-1000-012-000	NN F		102.79	1,056.84
2582 PO-182523	06/07/2018	131916355001	1	01-6520-0-4300-472-5770-1110-019-000	NN P		35.75	35.75
2582 PO-182523	06/07/2018	131916356001	1	01-6520-0-4300-472-5770-1110-019-000	NN P		157.30	157.30
2582 PO-182523	06/07/2018	131916351001	1	01-6520-0-4300-472-5770-1110-019-000	NN P		835.15	835.15
2582 PO-182523	06/07/2018	131916352001	1	01-6520-0-4300-472-5770-1110-019-000	NN P		9.69	9.69
2582 PO-182523	06/07/2018	131916353001	1	01-6520-0-4300-472-5770-1110-019-000	NN P		36.62	36.62
2582 PO-182523	06/07/2018	131916354001	1	01-6520-0-4300-472-5770-1110-019-000	NN P		237.03	237.03
2582 PO-182523	06/07/2018	131916351002	1	01-6520-0-4300-472-5770-1110-019-000	NN F		971.43	971.43
		TOTAL PAYMENT AMOUNT				3,339.81 *		3,339.81

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 T9MPS	Liq Amt	Net Amount		
010890/00	PERMABOUND/HERTZBERG						
1926 PO-181895	06/07/2018	1768862-02	1 01-0000-0-4200-371-1110-1000-012-000 NN P	66.44	66.44		
1926 PO-181895	06/07/2018	1768862-00	1 01-0000-0-4200-371-1110-1000-012-000 NN P	782.61	782.61		
1926 PO-181895	06/07/2018	1768862-01	1 01-0000-0-4200-371-1110-1000-012-000 NN F	60.93	58.71		
2201 PO-182145	06/07/2018	1773293-00	1 01-0409-0-4200-371-0000-2420-012-000 NN P	641.49	641.49		
2201 PO-182145	06/07/2018	1773293-01	1 01-0409-0-4200-371-0000-2420-012-000 NN P	136.02	136.02		
2201 PO-182145	06/07/2018	1773293-02	1 01-0409-0-4200-371-0000-2420-012-000 NN P	22.30	22.30		
2201 PO-182145	06/07/2018	1773293-03	1 01-0409-0-4200-371-0000-2420-012-000 NN F	25.10	23.17		
2328 PO-182265	06/07/2018	1776076-01	1 01-0000-0-4200-103-0000-2420-019-000 NN P	294.66	294.66		
2328 PO-182265	06/07/2018	1776076-00	1 01-0000-0-4200-103-0000-2420-019-000 NN F	457.90	407.23		
			TOTAL PAYMENT AMOUNT	2,432.63 *	2,432.63		
014069/00	PLATT ELECTRIC SUPPLY INC						
2284 PO-182229	06/07/2018	R195979	1 01-8150-0-5800-106-0000-8110-007-000 NN F	2,000.00	1,860.15		
			TOTAL PAYMENT AMOUNT	1,860.15 *	1,860.15		
017987/00	POOR, BERNADETTE						
2664 PO-182716	06/07/2018	REIMB BREAKFAST	1 01-0000-0-4300-472-0000-2700-014-000 NN F	600.00	600.00		
			TOTAL PAYMENT AMOUNT	600.00 *	600.00		
022525/00	POST-IT LLC						
2349 PO-182273	06/07/2018	APRIL 2018	1 01-0000-0-5800-110-0000-7200-004-000 NN P	200.00	200.00		
			TOTAL PAYMENT AMOUNT	200.00 *	200.00		
021401/00	PRACTI-CAL INC						
2750 PO-182694	06/07/2018	340566	1 01-5640-0-5800-109-0000-3140-017-000 NN P	65.96	65.96		
2750 PO-182694	06/07/2018	340621	1 01-5640-0-5800-109-0000-3140-017-000 NN P	15.06	15.06		
2750 PO-182694	06/07/2018	340671	1 01-5640-0-5800-109-0000-3140-017-000 NN F	231.91	231.91		
2775 PO-182709	06/04/2018	340731	1 01-5640-0-5800-109-0000-3140-017-000 NN F	469.05	469.05		
			TOTAL PAYMENT AMOUNT	781.98 *	781.98		
020472/00	PRO-VISION INC						
2743 PO-182717	06/07/2018	313243,313373	1 01-0000-0-4300-112-0000-3600-007-995 NN F	1,035.34	1,035.34		
2743 PO-182717	06/07/2018	313243,313373	2 01-0000-0-4400-112-0000-3600-007-995 NN F	3,312.60	3,312.60		
			TOTAL PAYMENT AMOUNT	4,347.94 *	4,347.94		

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
010552/00	SAC VAL JANITORIAL							
2734 PO-182669	06/07/2018	10297244		1 01-0000-0-9320-000-0000-0000-000 NN P			28.98	28.98
2734 PO-182669	06/07/2018	10297906		1 01-0000-0-9320-000-0000-0000-000 NN P			217.68	217.68
2734 PO-182669	06/07/2018	10298099		1 01-0000-0-9320-000-0000-0000-000 NN P			485.09	485.09
2734 PO-182669	06/07/2018	10297903		1 01-0000-0-9320-000-0000-0000-000 NN P			4,652.83	4,652.83
2734 PO-182669	06/07/2018	10298735		1 01-0000-0-9320-000-0000-0000-000 NN P			81.77	81.77
2734 PO-182669	06/07/2018	10298737		1 01-0000-0-9320-000-0000-0000-000 NN P			766.75	766.75
2734 PO-182669	06/07/2018	10298784		1 01-0000-0-9320-000-0000-0000-000 NN P			40.02	40.02
				TOTAL PAYMENT AMOUNT		6,273.12 *		6,273.12
016481/00	SACRAMENTO AREA SCIENCE PROJ							
2765 PO-182706	06/07/2018	WINDIGO SWIFT-SASP		1 01-0000-0-5200-371-1110-1000-012-000 NN F			600.00	600.00
				TOTAL PAYMENT AMOUNT		600.00 *		600.00
010880/00	SCHOLASTIC INC.							
2693 PO-182629	06/07/2018	17151928		1 01-0000-0-4200-159-1110-1000-019-000 NN F			92.49	92.49
				TOTAL PAYMENT AMOUNT		92.49 *		92.49
014786/00	SCHOOL SPECIALTY							
2543 PO-182478	06/07/2018	208120295600		1 01-6300-0-4300-236-1110-1000-009-000 NN P			125.89	125.89
				TOTAL PAYMENT AMOUNT		125.89 *		125.89
010373/00	SCHOOLS INSURANCE AUTHORITY							
255 PO-180209	06/07/2018	2018-UST-BZSERVICE		1 01-0000-0-5800-112-0000-3600-007-000 NN P			75.00	75.00
				TOTAL PAYMENT AMOUNT		75.00 *		75.00
011500/00	SCHOOLS INSURANCE AUTHORITY							
PV-180090	06/06/2018	JUNE 2018		01-0000-0-9552-000-0000-0000-000 NN			50,178.49	50,178.49
				TOTAL PAYMENT AMOUNT		50,178.49 *		50,178.49
010263/00	SMUD							
22 PO-180022	06/07/2018	7000000347		1 01-0000-0-5510-106-0000-8110-007-000 NN P			45,899.57	45,899.57
				TOTAL PAYMENT AMOUNT		45,899.57 *		45,899.57

081 CENTER UNIFIED SCHOOL DISTRICT J10336
06-07-18

ACCOUNTS PAYABLE PRELIST
BATCH: 0062 6-7-18
FUND : 01 GENERAL FUND

APY500 L.00.12 06/07/18 08:20 PAGE 8
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
021462/00	STANLEY STEAMER OF SACRAMENTO							
2754 PO-182695	06/07/2018	508194	1 01-8150-0-5800-106-0000-8110-007-000 NN F	452.00	452.00			
TOTAL PAYMENT AMOUNT				452.00 *			452.00	
020252/00	STAPLES BUSINESS ADVANTAGE							
2198 PO-182132	06/07/2018	3372428490	1 01-0000-0-4300-234-1110-1000-008-000 NN F	110.50	97.92			
2371 PO-182297	06/07/2018	3374718384	1 01-0000-0-4300-472-1600-1000-014-000 NN F	697.01	658.35			
2618 PO-182561	06/07/2018	3377601002	1 01-6520-0-4300-472-5770-1110-019-000 NN P	26.93	26.93			
2618 PO-182561	06/07/2018	3377601001	1 01-6520-0-4300-472-5770-1110-019-000 NN P	142.50	142.50			
2618 PO-182561	06/07/2018	3377600999	1 01-6520-0-4300-472-5770-1110-019-000 NN P	252.34	252.34			
2618 PO-182561	06/07/2018	3377571036	1 01-6520-0-4300-472-5770-1110-019-000 NN F	516.33	462.47			
TOTAL PAYMENT AMOUNT				1,640.51 *			1,640.51	
014079/00	THYSSENKRUPP ELEVATOR CORP							
10 PO-180010	06/07/2018	3003906742	1 01-8150-0-5800-106-0000-8110-007-000 NN F	649.51	289.33			
2794 PO-182732	06/07/2018	3003909437	1 01-8150-0-5800-106-0000-8110-007-000 NN F	1,063.96	1,063.96			
TOTAL PAYMENT AMOUNT				1,353.29 *			1,353.29	
018015/00	TOMPKINS, SHELLEY							
2748 PO-182692	06/07/2018	mileage	1 01-0000-0-5800-601-1110-1000-017-093 NN F	7.68	7.68			
TOTAL PAYMENT AMOUNT				7.68 *			7.68	
010139/00	TROKELL COMMUNICATIONS INC							
2567 PO-182504	06/07/2018	115522	1 01-0370-0-4300-115-1110-1000-007-000 NN F	646.50	646.50			
TOTAL PAYMENT AMOUNT				646.50 *			646.50	
015190/00	TROKELL COMMUNICATIONS, INC.							
2613 PO-182553	06/07/2018	118091	1 01-3410-0-4300-472-1110-1000-019-000 NN F	1,697.06	1,693.58			
TOTAL PAYMENT AMOUNT				1,693.58 *			1,693.58	
016370/00	TWIN RIVERS UNIFIED SCH DIST							
481 PO-180432	06/07/2018	182289	1 01-0000-0-5800-105-0000-8300-005-000 NN F	14,833.37	11,833.33			
TOTAL PAYMENT AMOUNT				11,833.33 *			11,833.33	

081 CENTER UNIFIED SCHOOL DISTRICT J10336
06-07-18

ACCOUNTS PAYABLE PRELIST
BATCH: 0062 6-7-18
FUND : 01 GENERAL FUND

APY500 L.00.12 06/07/18 08:20 PAGE 9
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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description		FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS			Liq Amt	Net Amount	

TOTAL FUND				PAYMENT	263,574.91 **			263,574.91	

081 CENTER UNIFIED SCHOOL DISTRICT J10336
06-07-18

ACCOUNTS PAYABLE PRELIST
BATCH: 0062 6-7-18
FUND : 13 CAFETERIA FUND

APY500 L.00.12 06/07/18 08:20 PAGE 10
<< 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 T9MPS	Liq Amt	Net Amount		
022586/00	D&P Creamery						
2630 PO-182564	06/07/2018	50133	1 13-5310-0-4700-108-0000-3700-007-000 NN P	1,228.77	1,228.77		
2630 PO-182564	06/07/2018	50110	1 13-5310-0-4700-108-0000-3700-007-000 NN P	1,206.16	1,206.16		
2630 PO-182564	06/07/2018	50120	1 13-5310-0-4700-108-0000-3700-007-000 NN P	1,064.59	1,064.59		
2630 PO-182564	06/07/2018	50125	1 13-5310-0-4700-108-0000-3700-007-000 NN P	1,407.31	1,407.31		
2630 PO-182564	06/07/2018	50130 & 50105	1 13-5310-0-4700-108-0000-3700-007-000 NN F	76.85	2,059.39		
TOTAL PAYMENT AMOUNT				6,966.22 *	6,966.22		
016942/00	FISHER, CECE						
2776 PO-182710	06/07/2018	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F	63.50	63.50		
TOTAL PAYMENT AMOUNT				63.50 *	63.50		
021080/00	GOLD STAR FOODS INC						
81 PO-180053	06/07/2018	2430329	1 13-5310-0-4700-108-0000-3700-007-000 NN P	1,422.54	1,422.54		
TOTAL PAYMENT AMOUNT				1,422.54 *	1,422.54		
020578/00	LOPEZ, ROSE						
2777 PO-182711	06/07/2018	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F	78.00	78.00		
TOTAL PAYMENT AMOUNT				78.00 *	78.00		
019993/00	PROPACIFIC FRESH						
82 PO-180054	06/07/2018	61188	1 13-5310-0-4700-108-0000-3700-007-000 NN P	1,688.03	1,688.03		
82 PO-180054	06/07/2018	60270	1 13-5310-0-4700-108-0000-3700-007-000 NN P	3,485.39	3,485.39		
82 PO-180054	06/07/2018	62230	1 13-5310-0-4700-108-0000-3700-007-000 NN P	1,776.74	1,776.74		
82 PO-180054	06/07/2018	60507	1 13-5310-0-4700-108-0000-3700-007-000 NN P	1,469.76	1,469.76		
82 PO-180054	06/07/2018	61169	1 13-5310-0-4700-108-0000-3700-007-000 NN P	1,392.32	1,392.32		
82 PO-180054	06/07/2018	61883	1 13-5310-0-4700-108-0000-3700-007-000 NN P	625.83	625.83		
TOTAL PAYMENT AMOUNT				10,438.07 *	10,438.07		
010954/00	RAIANN INSOGNA						
2779 PO-182713	06/07/2018	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F	180.00	180.00		
TOTAL PAYMENT AMOUNT				180.00 *	180.00		

081 CENTER UNIFIED SCHOOL DISTRICT J10336
06-07-18

ACCOUNTS PAYABLE PRELIST
BATCH: 0062 6-7-18
FUND : 13 CAFETERIA FUND

APY500 L.00.12 06/07/18 08:20 PAGE 11
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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
020252/00	STAPLES BUSINESS ADVANTAGE							
1935 PO-181886	06/07/2018	3369958201	1 13-5310-0-4300-108-0000-3700-007-000 NN P	39.33	39.33			
1935 PO-181886	06/07/2018	3369621203	1 13-5310-0-4300-108-0000-3700-007-000 NN F	153.05	153.05			
TOTAL PAYMENT AMOUNT				192.38 *	192.38			
015939/00	SUNDUKOS, DIANA							
2782 PO-182715	06/07/2018	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F	16.25	16.25			
TOTAL PAYMENT AMOUNT				16.25 *	16.25			
010127/00	UNITED PARCEL SERVICE							
2780 PO-182714	06/07/2018	YW013218	1 13-5310-0-5900-108-0000-3700-007-000 NN F	16.66	16.66			
TOTAL PAYMENT AMOUNT				16.66 *	16.66			
015092/00	ZELINSKA, HANNA							
2778 PO-182712	06/07/2018	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F	14.75	14.75			
TOTAL PAYMENT AMOUNT				14.75 *	14.75			
TOTAL FUND PAYMENT				19,388.37 **	19,388.37			

081 CENTER UNIFIED SCHOOL DISTRICT J10336
06-07-18

ACCOUNTS PAYABLE PRELIST
BATCH: 0062 6-7-18
FUND : 21 BUILDING FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt
								Net Amount
019750/00	CAPITAL PROGRAM MGMT INC	364447158						
1334 PO-181296	06/07/2018 #21		1	21-0000-0-5800-106-0000-8500-007-000	NN	P		46,162.39
1334 PO-181296	06/07/2018 #22		1	21-0000-0-5800-106-0000-8500-007-000	NN	P		41,142.50
TOTAL PAYMENT AMOUNT								87,304.89 *
TOTAL FUND PAYMENT								87,304.89 **
TOTAL BATCH PAYMENT								370,268.17 ***
TOTAL DISTRICT PAYMENT								370,268.17 ****
TOTAL FOR ALL DISTRICTS:								370,268.17 ****

Number of checks to be printed: 64, not counting voids due to stub overflows.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: July, 2018

To: Board of Trustees

From: Lisa Coronado

Action Item

Information Item

Attached Pages 35

SUBJECT: Supplemental Agenda – Commercial Warrant Registers

July 12, 2018, \$505,408.81, July 18, 2018, \$255,416.90
July 26, 2018, \$595,933.89

The commercial warrant payments to vendor's total

\$ 1,356,759.60

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

CONSENT AGENDA

XV-48

Batch status: A All

From batch: 0001

To batch: 0001

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

081 CENTER UNIFIED SCHOOL DISTRICT J11181
7-12-18

ACCOUNTS PAYABLE PRELIST
BATCH: 0001 07-12-18
FUND : 01 GENERAL FUND

APY500 L.00.12 07/12/18 09:24 PAGE 1
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT	GOAL FUNC	RES DEP T9MPS	Liq Amt	Net Amount	
010002/00	ALDAR ACADEMY							
CL-180004	07/12/2018	JUNE 2018		01-6500-0-5800-102-5750-1180-019-000	NN F	6,410.17	5,549.48	
				TOTAL PAYMENT AMOUNT	5,549.48 *		5,549.48	
010669/00	ALHAMBRA & SIERRA SPRINGS							
CL-180005	07/12/2018	27053384782453		01-8150-0-4300-106-0000-8110-007-000	NN F	40.58	40.58	
CL-180006	07/12/2018	27053384782453		01-8150-0-5600-106-0000-8110-007-000	NN F	30.00	30.00	
CL-180009	07/12/2018	4781839-062818		01-0000-0-5600-475-3200-2700-015-740	NN F	7.50	7.50	
CL-180110	07/12/2018	27045104780794		01-0000-0-5800-110-0000-7200-004-000	NN F	22.61	22.61	
				TOTAL PAYMENT AMOUNT	100.69 *		100.69	
019533/00	ALL PRO BACKFLOW INC	371786593						
CL-180098	07/12/2018	18-902		01-8150-0-5800-106-0000-8110-007-000	NN F	825.00	825.00	
CL-180099	07/12/2018	18-902		01-8150-0-4300-106-0000-8110-007-000	NN F	165.00	165.00	
				TOTAL PAYMENT AMOUNT	990.00 *		990.00	
021097/00	ASSOCIATED VALUATION SERVICES	770513973						
82 PO-190076	07/12/2018	#5869		1 01-0000-0-5800-105-0000-7200-005-000	NN F	1,994.15	1,994.15	
				TOTAL PAYMENT AMOUNT	1,994.15 *		1,994.15	
010400/00	AT&T							
CL-180019	07/12/2018	810088413		01-0000-0-5930-106-0000-8110-007-000	NN F	10.00	9.36	
				TOTAL PAYMENT AMOUNT	9.36 *		9.36	
018533/00	ATKINSON ANDELSON LOYA RUDD	953378600						
CL-180022	07/10/2018	546247		01-0000-0-5880-105-0000-7200-005-000	NE P	4,042.51	4,042.51	
				TOTAL PAYMENT AMOUNT	4,042.51 *		4,042.51	
021604/00	ATLAS DISPOSAL INDUSTRIES							
CL-180023	07/12/2018	01170978		01-0000-0-5525-106-0000-8110-007-000	NN P	454.55	454.55	
CL-180023	07/12/2018	189672		01-0000-0-5525-106-0000-8110-007-000	NN P	274.15	274.15	
CL-180023	07/12/2018	170978		01-0000-0-5525-106-0000-8110-007-000	NN F	306.57	454.55	
9 PO-190006	07/12/2018	1031		1 01-0000-0-5525-106-0000-8110-007-000	NN P	230.13	230.13	
9 PO-190006	07/12/2018	149397		1 01-0000-0-5525-106-0000-8110-007-000	NN P	567.96	567.96	

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 T9MPS	Liq Amt	Net Amount
021604	(CONTINUED)				
9 PO-190006	07/12/2018	149398	1 01-0000-0-5525-106-0000-8110-007-000 NN P	1,714.54	1,714.54
9 PO-190006	07/12/2018	149399	1 01-0000-0-5525-106-0000-8110-007-000 NN P	733.43	733.43
9 PO-190006	07/12/2018	149400	1 01-0000-0-5525-106-0000-8110-007-000 NN P	307.08	307.08
9 PO-190006	07/12/2018	149401	1 01-0000-0-5525-106-0000-8110-007-000 NN P	266.28	266.28
9 PO-190006	07/12/2018	149402	1 01-0000-0-5525-106-0000-8110-007-000 NN P	524.84	524.84
9 PO-190006	07/12/2018	149403	1 01-0000-0-5525-106-0000-8110-007-000 NN P	473.59	473.59
9 PO-190006	07/12/2018	149404	1 01-0000-0-5525-106-0000-8110-007-000 NN P	86.92	86.92
		TOTAL PAYMENT AMOUNT	6,088.02 *		6,088.02
022282/00	BRIGHT START THERAPIES				
CL-180025	07/12/2018	CUAH622.18	01-6500-0-5800-102-5750-1180-019-000 NN P	450.00	450.00
CL-180025	07/12/2018	CUAH615.18	01-6500-0-5800-102-5750-1180-019-000 NN P	120.00	120.00
CL-180025	07/12/2018	CUEH622.18	01-6500-0-5800-102-5750-1180-019-000 NN P	450.00	450.00
CL-180025	07/12/2018	CUEH615.18	01-6500-0-5800-102-5750-1180-019-000 NN F	3,360.00	3,360.00
		TOTAL PAYMENT AMOUNT	1,380.00 *		1,380.00
020835/00	CALPERS				
125 PO-190092	07/12/2018	20283 ARREARS-EMPLOYER	1 01-0000-0-3202-234-0000-2420-000-000 NN F	500.00	500.00
126 PO-190093	07/12/2018	20283 ARREARS	1 01-0000-0-3202-234-0000-2420-000-000 NN F	6,932.90	6,932.90
		TOTAL PAYMENT AMOUNT	7,432.90 *		7,432.90
021678/00	CAPITOL ACADEMY				
CL-180029	07/12/2018	CA0580	01-6500-0-5800-102-5750-1180-019-000 NN P	45.00	45.00
CL-180029	07/12/2018	CA0563	01-6500-0-5800-102-5750-1180-019-000 NN F	16,047.02	2,486.76
		TOTAL PAYMENT AMOUNT	2,531.76 *		2,531.76
014487/00	CASBO				
3 PO-190065	07/12/2018	606073	1 01-0000-0-5300-105-0000-7200-005-000 NN F	2,000.00	2,000.00
		TOTAL PAYMENT AMOUNT	2,000.00 *		2,000.00
020233/00	CCAC				
7 PO-190005	07/10/2018	PRESTINA MILES REGISTRATION	1 01-0000-0-5200-110-0000-7200-004-000 NN F	349.00	349.00
		TOTAL PAYMENT AMOUNT	349.00 *		349.00

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt
								Net Amount
013928/00	CINTAS LOCATION 622							
	CL-180033	07/12/2018	622167245	01-0000-0-5800-111-0000-8200-007-000	NN P			8.88
	CL-180033	07/12/2018	622167246	01-0000-0-5800-111-0000-8200-007-000	NN P			5.83
	CL-180033	07/12/2018	622167247	01-0000-0-5800-111-0000-8200-007-000	NN P			55.40
	CL-180033	07/12/2018	622167248	01-0000-0-5800-111-0000-8200-007-000	NN P			23.55
	CL-180033	07/12/2018	622167249	01-0000-0-5800-111-0000-8200-007-000	NN P			8.68
	CL-180033	07/12/2018	622167250	01-0000-0-5800-111-0000-8200-007-000	NN P			8.68
	CL-180033	07/12/2018	622167251	01-0000-0-5800-111-0000-8200-007-000	NN P			25.88
	CL-180033	07/12/2018	622167252	01-0000-0-5800-111-0000-8200-007-000	NN F			193.10
				TOTAL PAYMENT AMOUNT		187.37 *		187.37
015191/00	CONIDARIS, CYNTHIA							
	78 PO-190075	07/12/2018	MILEAGE	1 01-6500-0-5210-102-5060-2110-019-000	NN F			45.90
				TOTAL PAYMENT AMOUNT		45.90 *		45.90
021626/00	DELTA WIRELESS INC							
	CL-180039	07/10/2018	154000451-3	01-0000-0-4400-112-0000-3600-007-995	NN F			5,270.67
	CL-180040	07/10/2018	154000451-3	01-0000-0-5600-112-0000-3600-007-995	NN F			5,263.87
	CL-180041	07/09/2018	154000553-1	01-0000-0-4300-106-0000-7200-007-995	NN F			19,999.88
	CL-180042	07/09/2018	154000553-1	01-0000-0-5800-106-0000-7200-007-995	NN F			993.00
	CL-180043	07/09/2018	154000469-1	01-0000-0-4300-106-0000-7200-007-995	NN F			13,460.13
	CL-180044	07/12/2018	154000469	01-0000-0-5800-106-0000-7200-007-995	NN F			646.50
				TOTAL PAYMENT AMOUNT		45,634.05 *		45,634.05
016681/00	DEPARTMENT OF INDUSTRIAL							
	33 PO-190026	07/12/2018	E 1566526 S	1 01-8150-0-5800-106-0000-8110-007-000	NN P			125.00
	33 PO-190026	07/12/2018	E1566524 SA	1 01-8150-0-5800-106-0000-8110-007-000	NN F			225.00
				TOTAL PAYMENT AMOUNT		350.00 *		350.00
010336/00	ECOTECH PEST MANAGEMENT INC							
	16 PO-190011	07/12/2018	16934	1 01-0000-0-5500-106-0000-8110-007-000	NN P			712.00
				TOTAL PAYMENT AMOUNT		712.00 *		712.00

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Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MPS	Liq Amt Net Amount
020517/00	EDUCATIONAL TESTING SERVICE							
CL-180047	07/12/2018	SP20060444		01-0000-0-4300-103-0000-3160-019-000	NN F			300.00 223.82
			TOTAL PAYMENT AMOUNT					223.82 *
018425/00	FASTSPRING	510546893						
72 PO-190064	07/12/2018	TEC180703-4902-73117	1	01-0000-0-5800-115-0000-7700-007-000	NN F			570.00 570.00
			TOTAL PAYMENT AMOUNT					570.00 *
017718/00	GUIDING HANDS INC.							
CL-180103	07/12/2018	5042		01-6500-0-5800-102-5750-1180-019-000	NN F			3,516.00 2,697.94
			TOTAL PAYMENT AMOUNT					2,697.94 *
015636/00	HASTIE'S SAND AND GRAVEL CO							
CL-180113	07/12/2018	160365		01-0000-0-4300-106-0000-8110-007-000	NN F			159.47 159.47
			TOTAL PAYMENT AMOUNT					159.47 *
014431/00	HEAR SAY SPEECH AND LANGUAGE							
CL-180108	07/12/2018	1552		01-6500-0-5800-102-5750-1180-019-000	NN F			190.00 190.00
			TOTAL PAYMENT AMOUNT					190.00 *
021789/00	JABBERGYM INC	113798453						
CL-180057	07/12/2018	9923		01-6500-0-5800-102-5750-1180-019-000	NN P			1,080.00 1,080.00
CL-180057	07/12/2018	9922		01-6500-0-5800-102-5750-1180-019-000	NN F			15,890.00 375.00
			TOTAL PAYMENT AMOUNT					1,455.00 *
017883/00	JOHNSON CONTROLS FIRE	582608861						
CL-180112	07/12/2018	20291740		01-8150-0-5800-106-0000-8110-007-000	NN P			692.03 692.03
CL-180112	07/12/2018	20282811		01-8150-0-5800-106-0000-8110-007-000	NN P			405.14 405.14
CL-180112	07/12/2018	20290970		01-8150-0-5800-106-0000-8110-007-000	NN F			405.63 405.63
			TOTAL PAYMENT AMOUNT					1,502.80 *

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Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MPS	Liq Amt Net Amount	
022230/00	MANAGED HEALTH NETWORK	953817988							
2	PO-190004	07/12/2018	PRM-025609	1	01-0000-0-3401-100-1110-1000-000-000	NN	P	983.06 983.06	
			TOTAL PAYMENT AMOUNT					983.06 *	
010563/00	MHL ENTERPRISES	542135713							
	PO-181475	07/10/2018	810	1	01-0000-0-6290-106-0000-8500-007-995	NY	P	552.50 552.50	
			TOTAL PAYMENT AMOUNT					552.50 *	
019059/00	MILLENNIUM TERMITE & PEST								
	CL-180063	07/12/2018	TR-71099	01	0000-0-5500-106-0000-8110-007-000	NN	P	91.00 91.00	
	CL-180063	07/12/2018	TR-72628	01	0000-0-5500-106-0000-8110-007-000	NN	P	59.00 59.00	
	CL-180063	07/12/2018	TR-72628	01	0000-0-5500-106-0000-8110-007-000	NN	F	57.00 57.00	
			TOTAL PAYMENT AMOUNT					207.00 *	
015085/00	NOR-CAL ASPHALT PAVING								
	50	PO-190042	07/12/2018	3457	1	01-8150-0-5600-106-0000-8110-007-000	NN	P	34,259.40 34,259.40
			TOTAL PAYMENT AMOUNT					34,259.40 *	
015343/00	NORTH HIGHLANDS RECREATION AND								
	76	PO-190074	07/12/2018	7-201819	1	01-0000-0-5600-106-0000-8200-007-000	NN	F	4,500.00 4,500.00
			TOTAL PAYMENT AMOUNT					4,500.00 *	
015787/00	O'REILLY AUTO PARTS								
	CL-180105	07/12/2018	1333147	01	0000-0-4300-112-0000-3600-007-000	NN	F	107.61 107.61	
			TOTAL PAYMENT AMOUNT					107.61 *	
021511/00	OCCUPATIONAL THERAPY FOR								
	CL-180065	07/12/2018	18-06-11	01	6500-0-5800-102-5750-1180-019-000	NN	F	550.00 270.00	
			TOTAL PAYMENT AMOUNT					270.00 *	

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MPS	
								Liq Amt Net Amount
013900/00	ORANGE COUNTY DEPT OF ED							
13	PO-190067	07/12/2018	JOR-NIOAHI	1	01-0000-0-5200-103-1110-1000-019-126	NN F		350.00 350.00
								TOTAL PAYMENT AMOUNT 350.00 * 350.00
020169/00	PITZNER, JOSEPH							
122	PO-190090	07/12/2018	MILEAGE	1	01-0000-0-5210-106-0000-8300-007-000	NN F		33.25 33.25
								TOTAL PAYMENT AMOUNT 33.25 * 33.25
011345/00	PLACER LEARNING CENTER							
CL-180067	07/12/2018	JUNE 2017		01-6500-0-5800-102-5750-1180-019-000	NN P			9,966.26 9,966.26
CL-180067	07/12/2018	MARCH BAL		01-6500-0-5800-102-5750-1180-019-000	NN P			1,541.52 1,541.52
CL-180067	07/12/2018	APRIL BAL		01-6500-0-5800-102-5750-1180-019-000	NN P			2,226.64 2,226.64
CL-180067	07/12/2018	MAY BAL		01-6500-0-5800-102-5750-1180-019-000	NN F			6,265.58 2,226.64
								TOTAL PAYMENT AMOUNT 15,961.06 * 15,961.06
014069/00	PLATT ELECTRIC SUPPLY INC	205021845						
46	PO-190039	07/12/2018	Z311950	1	01-0000-0-4300-111-0000-8200-007-939	NN F		560.30 542.95
								TOTAL PAYMENT AMOUNT 542.95 * 542.95
014974/00	PLUMMER, RENEE	553061383						
CL-180117	07/11/2018	INV- 0618		01-0000-0-5800-112-0000-3600-007-000	NN F			1,375.00 1,375.00
								TOTAL PAYMENT AMOUNT 1,375.00 * 1,375.00
021401/00	PRACTI-CAL INC	200704949						
CL-180109	07/12/2018	340905		01-5640-0-5800-109-0000-3140-017-000	NN P			978.92 978.92
CL-180109	07/12/2018	340851		01-5640-0-5800-109-0000-3140-017-000	NN P			1,596.65 1,596.65
CL-180109	07/12/2018	340797		01-5640-0-5800-109-0000-3140-017-000	NN P			202.38 202.38
CL-180109	07/12/2018	341000		01-5640-0-5800-109-0000-3140-017-000	NN F			3,402.05 3,402.05
								TOTAL PAYMENT AMOUNT 6,180.00 * 6,180.00
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
CL-180072	07/10/2018	180311095		01-0000-0-5600-112-0000-3600-007-000	NN F			100.00 48.86
115	PO-190085	07/12/2018	180311937	1	01-0740-0-5800-112-0000-3600-007-302	NN P		48.86 48.86
								TOTAL PAYMENT AMOUNT 97.72 * 97.72

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Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt
								Net Amount
010552/00	SAC VAL JANITORIAL							
CL-180075	07/12/2018	10301622	01-0000-0-4300-111-0000-8200-007-000	NN	F			800.00
CL-180076	07/12/2018	10301624	01-0000-0-9320-000-0000-0000-000-000	NN	P			67.34
CL-180076	07/12/2018	10302385	01-0000-0-9320-000-0000-0000-000-000	NN	P			223.25
CL-180076	07/11/2018	10302816	01-0000-0-9320-000-0000-0000-000-000	NN	F			4,709.41
73 PO-190068	07/12/2018	10303321	1 01-0000-0-9320-000-0000-0000-000-000	NN	P			775.34
73 PO-190068	07/12/2018	10303353	1 01-0000-0-9320-000-0000-0000-000-000	NN	P			143.74
TOTAL PAYMENT AMOUNT								1,707.76 *
020981/00	SAVE MART SUPERMARKETS							
CL-180080	07/12/2018	2581563	01-6500-0-4300-159-5750-1110-002-000	NN	F			121.79
TOTAL PAYMENT AMOUNT								19.04 *
010275/00	SCHOOL FACILITY SOLUTIONS LLC 473763527							
PO-181282	07/11/2018	2017-8 #3	1 01-8150-0-5800-106-0000-8110-007-000	NY	F			10,822.78
PO-181282	07/12/2018	2017-18 #3	2 01-8150-0-5800-106-0000-8110-007-000	NY	F			4,000.00
TOTAL PAYMENT AMOUNT								13,202.74 *
011500/00	SCHOOLS INSURANCE AUTHORITY							
PV-190001	07/11/2018	JULY 2018	01-0000-0-9552-000-0000-0000-000-000	NN				59,659.04
TOTAL PAYMENT AMOUNT								59,659.04 *
016043/00	SHELTONS UNLIMITED MECHANICAL 208118193							
CL-180114	07/12/2018	18-21568	01-8150-0-5800-106-0000-8110-007-000	NN	F			151.20
CL-180115	07/12/2018	18-21568	01-8150-0-4300-106-0000-8110-007-000	NN	F			52.80
TOTAL PAYMENT AMOUNT								204.00 *
020811/00	SHRED-IT USA LLC							
CL-180111	07/12/2018	8125066653	01-0000-0-5800-106-0000-7200-007-000	NN	F			110.00
TOTAL PAYMENT AMOUNT								110.00 *

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Reg Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
019683/00	SIERRA FOOTHILLS ACADEMY	464847614							
CL-180106	07/12/2018	JUN-18	01-6500-0-5800-102-5750-1180-019-000	NN	F			3,294.29	3,294.29
CL-180107	07/10/2018	SP-RSY-62018-2	01-6500-0-5800-102-5750-1180-019-000	NN	P			110.00	110.00
CL-180107	07/10/2018	OT-RSY-62018-2	01-6500-0-5800-102-5750-1180-019-000	NN	F			100.00	100.00
TOTAL PAYMENT AMOUNT			3,504.29 *						3,504.29
010010/00	SIERRA SCHOOL	680284767							
CL-180083	07/12/2018	251861	01-6500-0-5800-102-5750-1180-019-000	NN	P			146.28	146.28
CL-180083	07/12/2018	254601	01-6500-0-5800-102-5750-1180-019-000	NN	F			4,268.70	1,220.24
TOTAL PAYMENT AMOUNT			1,366.52 *						1,366.52
010263/00	SMUD								
CL-180116	07/11/2018	7000000347	01-0000-0-5510-106-0000-8110-007-000	NN	F			47,672.45	47,672.45
TOTAL PAYMENT AMOUNT			47,672.45 *						47,672.45
010137/00	STATE BOARD OF EQUALIZATION								
CL-180118	07/12/2018	57-415168	01-0000-0-5800-112-0000-3600-007-000	NN	F			45.00	45.18
TOTAL PAYMENT AMOUNT			45.18 *						45.18
011554/00	TRACTOR SUPPLY CO								
CL-180095	07/12/2018	6035301203476674	01-0000-0-4300-111-0000-8200-007-000	NN	F			700.00	68.46
TOTAL PAYMENT AMOUNT			68.46 *						68.46
016252/00	WALTON ENGINEERING INC								
111 PO-190083	07/12/2018	121925	1 01-0740-0-5800-112-0000-3600-007-302	NN	F			1,580.00	1,580.00
TOTAL PAYMENT AMOUNT			1,580.00 *						1,580.00
TOTAL FUND			PAYMENT						280,755.25 **
									280,755.25

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Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
015121/00	B.J. FLOORING INC	270588058						
41 PO-190035	07/12/2018	2009581	1 14-0024-0-5800-106-9223-8110-007-000 NN F	20,500.00	20,500.00			
TOTAL PAYMENT AMOUNT				20,500.00 *	20,500.00			
TOTAL FUND PAYMENT				20,500.00 **	20,500.00			

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Req Reference	Date	Description		FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS		Liq Amt	Net Amount	
019993/00	PROPACIFIC FRESH							
CL-180070	07/12/2018	60270,021017,PU6556849		13-5310-0-4700-108-0000-3700-007-000 NN F		2,000.00	1,600.23	
		TOTAL PAYMENT AMOUNT		1,600.23 *			1,600.23	
		TOTAL FUND	PAYMENT	1,600.23 **			1,600.23	

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FUND : 21 BUILDING FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
017735/00	BILL LITCHFIELD CONSTRUCTION	680375756						
PO-182672	07/09/2018	1802-1	1 21-0000-0-6200-472-0000-8500-007-171 NN P	134,267.99	134,267.99			
			TOTAL PAYMENT AMOUNT	134,267.99 *	134,267.99			
015195/00	BIONDI PAVING & ENGINEERING	680402221						
PO-182668	07/09/2018	11301	1 21-0000-0-6200-106-0000-8500-007-171 NN P	68,285.34	68,285.34			
			TOTAL PAYMENT AMOUNT	68,285.34 *	68,285.34			
			TOTAL FUND PAYMENT	202,553.33 **				202,553.33
			TOTAL BATCH PAYMENT	505,408.81 ***	0.00			505,408.81
			TOTAL DISTRICT PAYMENT	505,408.81 ****	0.00			505,408.81
			TOTAL FOR ALL DISTRICTS:	505,408.81 ****	0.00			505,408.81

Number of checks to be printed: 54, not counting voids due to stub overflows.

Batch status: A All

From batch: 0003

To batch: 0003

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

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 T9MPS	Liq Amt	Net Amount			
010669/00	ALHAMBRA & SIERRA SPRINGS							
CL-180007	07/16/2018	27045224780818	01-0000-0-4300-105-0000-7200-005-000 NN F	50.00	22.62			
CL-180008	07/16/2018	27045224780818	01-0000-0-5600-105-0000-7200-005-000 NN F	10.00	6.99			
CL-180010	07/16/2018	663302014871405	01-6500-0-5600-102-5001-2700-019-000 NN F	10.00	6.49			
CL-180011	07/18/2018	663302014871405	01-0000-0-5600-103-0000-7200-019-000 NN F	10.00	6.50			
CL-180012	07/18/2018	27045104780794	01-0000-0-5600-110-0000-7200-004-000 NN F	7.50	7.50			
CL-180013	07/18/2018	CLOSE	01-0000-0-4300-112-0000-3600-007-000 NN C	22.73	0.00			
CL-180015	07/16/2018	663302014871405	01-6500-0-4300-102-5001-2700-019-000 NN F	75.00	17.30			
CL-180016	07/16/2018	663302014871405	01-0000-0-4300-103-0000-7200-019-000 NN F	50.00	17.30			
CL-180121	07/18/2018	27047404781257	01-0000-0-4300-112-0000-3600-007-000 NN F	34.59	34.59			
CL-180122	07/16/2018	27047404781257	01-0000-0-5600-112-0000-3600-007-000 NN F	7.50	7.50			
CL-180124	07/18/2018	27045104780794	01-0000-0-4300-110-0000-7200-004-000 NN F	23.11	23.11			
TOTAL PAYMENT AMOUNT				149.90 *	149.90			
019533/00	ALL PRO BACKFLOW INC	371786593						
40 PO-190155	07/18/2018	18-924	2 01-8150-0-5600-106-0000-8110-007-000 NN F	225.00	225.00			
40 PO-190155	07/18/2018	18-924	1 01-8150-0-4300-106-0000-8110-007-000 NN F	222.77	222.77			
40 PO-190155	07/17/2018	18-924	3 01-8150-0-5800-106-0000-8110-007-000 NN F	120.00	120.00			
TOTAL PAYMENT AMOUNT				567.77 *	567.77			
010564/00	APPLE COMPUTER							
70 PO-190062	07/18/2018	6744340754	1 01-0000-0-4400-234-1110-1000-008-000 NN F	11,937.52	11,937.52			
70 PO-190062	07/18/2018	6744340754	2 01-0370-0-4400-115-1110-1000-007-000 NN F	26,887.32	26,662.57			
TOTAL PAYMENT AMOUNT				38,600.09 *	38,600.09			
011481/00	AT&T							
CL-180120	07/19/2018	9391028109	01-0000-0-5930-106-0000-8110-007-000 NN F	5,294.26	5,294.26			
TOTAL PAYMENT AMOUNT				5,294.26 *	5,294.26			
013988/00	BUTTES/CENTER STATE PIPE &							
48 PO-190040	07/18/2018	S010242592	1 01-8150-0-4300-106-0000-8110-007-000 NN P	42.49	42.49			
TOTAL PAYMENT AMOUNT				42.49 *	42.49			

081 CENTER UNIFIED SCHOOL DISTRICT J11348
07-18-18

ACCOUNTS PAYABLE PRELIST
BATCH: 0003 07-18-18
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num									
Req Reference	Date	Description	FD	RESO	P	OBJE	SIT	GOAL	FUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
010066/00		CALIFORNIA SCHOOL BOARD ASSN												
190 PO-190177	07/18/2018	INV-39036-JOWOT3	1	01-0000-0-5800-120-0000-7110-000-000	NN	F							5,480.00	5,480.00
TOTAL PAYMENT AMOUNT													5,480.00	5,480.00
019750/00		CAPITAL PROGRAM MGMT INC	364447158											
136 PO-190128	07/18/2018	#42	1	01-6230-0-5800-106-9543-7200-007-000	NN	P							3,388.00	3,388.00
TOTAL PAYMENT AMOUNT													3,388.00	3,388.00
015699/00		CLARK SECURITY PRODUCTS												
58 PO-190050	07/17/2018	22K270793	1	01-8150-0-4300-106-0000-8110-007-000	NN	P							167.43	167.43
TOTAL PAYMENT AMOUNT													167.43	167.43
021626/00		DELTA WIRELESS INC												
75 PO-190073	07/18/2018	1450022826-1	1	01-0740-0-5800-112-0000-3600-007-302	NN	F							585.00	585.00
TOTAL PAYMENT AMOUNT													585.00	585.00
018277/00		EASTER SEAL SOCIETY OF CA. INC												
CL-180045	07/18/2018	JUN18		01-6500-0-5800-102-5750-1180-019-000	NN	F							232.50	232.50
CL-180126	07/17/2018	JUN-18		01-6500-0-5800-102-5750-1180-019-000	NN	F							307.50	307.50
TOTAL PAYMENT AMOUNT													540.00	540.00
020612/00		EMICS INC	460546569											
124 PO-190120	07/18/2018	1390	1	01-0000-0-5800-115-0000-7200-007-000	NN	F							12,750.00	12,750.00
TOTAL PAYMENT AMOUNT													12,750.00	12,750.00
021939/00		ENTEK CONSULTING GROUP INC												
197 PO-190181	07/18/2018	DEASON, KOONS REGISTRATION	1	01-8150-0-5200-106-0000-8110-007-000	NN	F							750.00	750.00
TOTAL PAYMENT AMOUNT													750.00	750.00

081 CENTER UNIFIED SCHOOL DISTRICT J11348
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ACCOUNTS PAYABLE PRELIST
BATCH: 0003 07-18-18
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
010592/00	EWING IRRIGATION PRODUCTS							
64 PO-190056	07/18/2018	5709716	1 01-0000-0-4300-106-0000-8110-007-000 NN P	550.06	550.06			
TOTAL PAYMENT AMOUNT			550.06 *		550.06			
017005/00	FERGUSON ENTERPRISES INC #686							
51 PO-190043	07/18/2018	6117538	1 01-8150-0-4300-106-0000-8110-007-000 NN P	56.79	56.79			
TOTAL PAYMENT AMOUNT			56.79 *		56.79			
017002/00	HOME DEPOT CREDIT SERVICES							
CL-180055	07/16/2018	6035322503880209	01-8150-0-4300-106-0000-8110-007-000 NN F	3,000.00	1,515.69			
TOTAL PAYMENT AMOUNT			1,515.69 *		1,515.69			
017337/00	HUMMINGBIRD NETWORKS							
39 PO-190034	07/18/2018	241525	1 01-0000-0-4400-115-0000-7700-007-000 NN F	2,116.21	2,116.21			
39 PO-190034	07/18/2018	241525	2 01-0000-0-5800-115-0000-7700-007-000 NN F	853.38	853.38			
TOTAL PAYMENT AMOUNT			2,969.59 *		2,969.59			
017603/00	HUNT, CAROL							
184 PO-190173	07/18/2018	REIMB COFFEE	1 01-0000-0-4300-101-0000-7150-002-000 NN F	41.98	41.98			
TOTAL PAYMENT AMOUNT			41.98 *		41.98			
010113/00	INDUSTRIAL ELECTRONIC SYSTEMS	942852728						
CL-180125	07/18/2018	608209	01-8150-0-5800-106-0000-8110-007-000 NN P	7,800.00	7,800.00			
CL-180125	07/18/2018	607875	01-8150-0-5800-106-0000-8110-007-000 NN F	961.74	961.74			
TOTAL PAYMENT AMOUNT			8,761.74 *		8,761.74			
014645/00	JOHNSON, KATIE							
113 PO-190117	07/18/2018	MILEAGE	1 01-3410-0-5200-472-1110-1000-014-207 NN F	12.10	12.10			
TOTAL PAYMENT AMOUNT			12.10 *		12.10			

081 CENTER UNIFIED SCHOOL DISTRICT J11348
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ACCOUNTS PAYABLE PRELIST
BATCH: 0003 07-18-18
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
010609/00	KELLY MOORE PAINT COMPANY INC							
CL-180119	07/16/2018	213-00000485767	01-8150-0-4300-106-0000-8110-007-000 NN F	593.10	593.10			
			TOTAL PAYMENT AMOUNT	593.10 *	593.10			
014909/00	LANE, DOROTHY							
170 PO-190164	07/18/2018	TRIP 1741	1 01-0740-0-5800-112-0000-3600-007-302 NN P	15.00	15.00			
			TOTAL PAYMENT AMOUNT	15.00 *	15.00			
014389/00	LOMOVA, YELENA							
167 PO-190162	07/18/2018	TRIP 1772	1 01-0740-0-5800-112-0000-3600-007-302 NN P	9.97	9.97			
			TOTAL PAYMENT AMOUNT	9.97 *	9.97			
022590/00	MICHAEL JONES							
169 PO-190163	07/18/2018	TRIP 1688	1 01-0740-0-5800-112-0000-3600-007-302 NN P	4.52	4.52			
			TOTAL PAYMENT AMOUNT	4.52 *	4.52			
020461/00	MITCHELL, CYNDY							
171 PO-190165	07/18/2018	REIMB PHYSICAL	1 01-0740-0-5800-112-0000-3600-007-302 NN F	115.00	115.00			
			TOTAL PAYMENT AMOUNT	115.00 *	115.00			
021050/00	PACHECO, SHAWNA							
91 PO-190099	07/18/2018	PARKING EOY	1 01-6520-0-5200-472-5770-1110-014-207 NN F	20.00	20.00			
92 PO-190100	07/18/2018	MILEAGE EOY READING	1 01-6520-0-5200-472-5770-1110-014-207 NN F	43.82	43.82			
110 PO-190115	07/17/2018	MILEAGE DOR	1 01-3410-0-5200-472-1110-1000-014-207 NN F	33.57	33.57			
112 PO-190116	07/17/2018	PARKING DOWNTOWN	1 01-3410-0-5200-472-1110-1000-014-207 NN F	10.00	10.00			
			TOTAL PAYMENT AMOUNT	107.39 *	107.39			
014069/00	PLATT ELECTRIC SUPPLY INC	205021845						
56 PO-190048	07/18/2018	R828749	1 01-8150-0-4300-106-0000-8110-007-000 NN P	254.51	254.51			
			TOTAL PAYMENT AMOUNT	254.51 *	254.51			

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07-18-18

ACCOUNTS PAYABLE PRELIST
BATCH: 0003 07-18-18
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				Liq Amt	Net Amount
022588/00	RICH AUTO DETAIL & REPAIR							
36 PO-190154	07/18/2018	BUFF/WAX 27 BUSES	1 01-0740-0-5800-112-0000-3600-007-302 NN F				11,100.00	11,100.00
TOTAL PAYMENT AMOUNT							11,100.00 *	11,100.00
010552/00	SAC VAL JANITORIAL							
73 PO-190068	07/18/2018	10303352	1 01-0000-0-9320-000-0000-0000-000-000 NN P				133.40	133.40
73 PO-190068	07/18/2018	10304559	1 01-0000-0-9320-000-0000-0000-000-000 NN P				66.39	66.39
73 PO-190068	07/17/2018	180312506	1 01-0000-0-9320-000-0000-0000-000-000 NN P				48.86	48.86
73 PO-190068	07/18/2018	180307891	1 01-0000-0-9320-000-0000-0000-000-000 NN P				48.86	48.86
TOTAL PAYMENT AMOUNT							297.51 *	297.51
022018/00	SACRAMENTO AUTOGLASS & MIRROR 680310211							
145 PO-190157	07/18/2018	WSAC027482	1 01-0740-0-4300-112-0000-3600-007-302 NN F				488.91	488.91
145 PO-190157	07/18/2018	WSAC027482	2 01-0740-0-5600-112-0000-3600-007-302 NN F				192.89	192.89
TOTAL PAYMENT AMOUNT							681.80 *	681.80
017234/00	SCHIRO, BONNIE							
141 PO-190133	07/18/2018	DANCE TEAM TRAINER	1 01-0076-0-5800-472-1110-4200-014-000 N F				300.00	300.00
TOTAL PAYMENT AMOUNT							300.00 *	300.00
010373/00	SCHOOLS INSURANCE AUTHORITY							
CL-180081	07/16/2018	2018UST-B.Z.SERVICE	01-0000-0-5800-112-0000-3600-007-000 NN F				150.00	75.00
TOTAL PAYMENT AMOUNT							75.00 *	75.00
017106/00	SCHOOLS INSURANCE AUTHORITY							
PV-190002	07/16/2018	JULY 2018	01-0000-0-9552-000-0000-0000-000-000 NN					11,431.04
TOTAL PAYMENT AMOUNT							11,431.04 *	11,431.04
016043/00	SHELTONS UNLIMITED MECHANICAL 208118193							
172 PO-190166	07/17/2018	18-21660	1 01-8150-0-5800-106-0000-8110-007-000 NN F				153.00	153.00
172 PO-190166	07/17/2018	18-21660	2 01-8150-0-4300-106-0000-8110-007-000 NN F				52.80	52.80
TOTAL PAYMENT AMOUNT							205.80 *	205.80

081 CENTER UNIFIED SCHOOL DISTRICT J11348
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ACCOUNTS PAYABLE PRELIST
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FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num				
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
018967/00	SPRINT CUSTOMER SERVICE								
29 PO-190023	07/18/2018	811116315-200	1	01-0000-0-5930-106-0000-8110-007-000	NN	P		221.74	221.74
132 PO-190124	07/18/2018	811116315-200	1	01-0000-0-5930-115-0000-7700-007-000	NN	P		126.14	126.14
137 PO-190129	07/18/2018	811116315-200	1	01-6500-0-5930-102-5060-2110-019-000	NN	P		42.95	42.95
138 PO-190130	07/18/2018	811116315-200	1	01-6387-0-5930-472-1110-1000-014-000	NN	P		44.49	44.49
188 PO-190175	07/18/2018	811116315-200	1	01-0000-0-5930-101-0000-7150-002-000	NN	P		52.27	52.27
TOTAL PAYMENT AMOUNT								487.59 *	487.59
014558/00	SPURR								
CL-180104	07/18/2018	92217,ACCT-23918		01-0000-0-5515-106-0000-8110-007-000	NN	F		15,000.00	1,309.68
TOTAL PAYMENT AMOUNT								1,309.68 *	1,309.68
018370/00	STANLEY CONVERGENT SECURITY								
11 PO-190008	07/18/2018	15681608	1	01-8150-0-5800-106-0000-8110-007-000	NN	P		3,954.87	3,954.87
TOTAL PAYMENT AMOUNT								3,954.87 *	3,954.87
015849/00	TURNITIN LLC								
85 PO-190095	07/17/2018	PF-Q-207583-1	1	01-6300-0-5800-472-1110-1000-014-000	NN	F		7,335.48	7,335.48
TOTAL PAYMENT AMOUNT								7,335.48 *	7,335.48
016370/00	TWIN RIVERS UNIFIED SCH DIST								
88 PO-190096	07/18/2018	182350	1	01-0000-0-5800-472-1405-1000-014-000	NN	F		1,595.00	1,595.00
TOTAL PAYMENT AMOUNT								1,595.00 *	1,595.00
010902/00	U.S. BANK								
CL-180096	07/18/2018	4866914555510632		01-0000-0-5800-101-0000-7150-002-000	NN	F		208.00	208.00
TOTAL PAYMENT AMOUNT								208.00 *	208.00
022221/00	WESTERN HEALTH ADVANTAGE								
PV-190003	07/16/2018	AUGUST 2018		01-0000-0-9552-000-0000-0000-000-000	NN				5,031.04
TOTAL PAYMENT AMOUNT								5,031.04 *	5,031.04
TOTAL FUND			PAYMENT					127,335.19 **	127,335.19

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ACCOUNTS PAYABLE PRELIST
BATCH: 0003 07-18-18
FUND : 12 CHILD DEVELOPMEN FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num				
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount

018143/00	CHILD DEVELOPMENT CENTERS								
CL-180031	07/18/2018	5030-MAY18	12-5025-0-5800-100-8500-1000-005-000	NN	P			26,045.37	26,045.37
CL-180032	07/18/2018	5030-MAY18	12-6105-0-5800-100-8500-1000-005-000	NN	P			43,631.91	43,631.91
TOTAL PAYMENT AMOUNT								69,677.28 *	69,677.28
TOTAL FUND PAYMENT								69,677.28 **	69,677.28

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ACCOUNTS PAYABLE PRELIST
BATCH: 0003 07-18-18
FUND : 13 CAFETERIA FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
022586/00	D&P Creamery							
CL-180128	07/18/2018	50105	13-5310-0-4700-108-0000-3700-007-000 NN F	437.14	437.14			
TOTAL PAYMENT AMOUNT				437.14 *				
017342/00	EKON-O-PAC LLC	300804053						
CL-180127	07/18/2018	90254	13-5310-0-4300-108-0000-3700-007-000 NN F	742.00	742.00			
TOTAL PAYMENT AMOUNT				742.00 *				
016043/00	SHELTONS UNLIMITED MECHANICAL	208118193						
150 PO-190141	07/18/2018	18-07NUTRI	1 13-5310-0-5600-108-0000-3700-007-000 NN P	2,040.00	2,040.00			
TOTAL PAYMENT AMOUNT				2,040.00 *				
018967/00	SPRINT CUSTOMER SERVICE							
160 PO-190160	07/18/2018	811116315-200	1 13-5310-0-5930-108-0000-3700-007-000 NN P	6.39	6.39			
TOTAL PAYMENT AMOUNT				6.39 *				
TOTAL FUND PAYMENT				3,225.53 **				3,225.53

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 T9MPS										
<hr/>													
017681/00	GEARY PACIFIC SUPPLY												
163 PO-190150	07/18/2018	3780051	1 14-0024-0-4400-106-9265-8110-007-000 NN F									3,859.90	3,859.90
			TOTAL PAYMENT AMOUNT				3,859.90 *						3,859.90
			TOTAL FUND	PAYMENT			3,859.90 **						3,859.90

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ACCOUNTS PAYABLE PRELIST
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Vendor/Addr Reg Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT GOAL FUNC	ABA num RES DEP T9MPS	Account num	Liq Amt	Net Amount
019163/00	ANGUS-HAMER INCORPORATED		680370466					
	PO-182542 07/18/2018 14850			1 21-0000-0-6200-472-0000-8500-007-171 NN P			3,525.00	3,525.00
		TOTAL PAYMENT AMOUNT			3,525.00 *			3,525.00
019750/00	CAPITAL PROGRAM MGMT INC		364447158					
	47 PO-190156 07/18/2018 #24			1 21-0000-0-5800-106-0000-8500-007-000 NN P			40,644.00	40,644.00
		TOTAL PAYMENT AMOUNT			40,644.00 *			40,644.00
010080/00	HANCOCK PARK & DeLONG INC		204101370					
	PO-181893 07/18/2018 4006			1 21-0000-0-6200-106-0000-8500-007-000 NN P			262.50	262.50
		TOTAL PAYMENT AMOUNT			262.50 *			262.50
010563/00	MHL ENTERPRISES		542135713					
	PO-182758 07/16/2018 809			1 21-0000-0-6200-472-0000-8500-007-171 NY P			2,720.00	2,720.00
	PO-182760 07/18/2018 811			1 21-0000-0-6200-106-0000-8500-007-171 NY P			637.50	637.50
	PO-182760 07/18/2018 812			1 21-0000-0-6200-106-0000-8500-007-171 NY P			3,357.50	3,357.50
		TOTAL PAYMENT AMOUNT			6,715.00 *			6,715.00
014533/00	SCHOOL FACILITY CONSULTANTS		680100909					
	CL-180123 07/18/2018 0012076			21-0000-0-6200-106-0000-8500-007-171 NN P			172.50	172.50
		TOTAL PAYMENT AMOUNT			172.50 *			172.50
		TOTAL FUND PAYMENT			51,319.00 **			51,319.00
		TOTAL BATCH PAYMENT			255,416.90 ***	0.00		255,416.90
		TOTAL DISTRICT PAYMENT			255,416.90 ****	0.00		255,416.90
		TOTAL FOR ALL DISTRICTS:			255,416.90 ****	0.00		255,416.90

Number of checks to be printed: 51, not counting voids due to stub overflows.

Batch status: A All

From batch: 0005

To batch: 0005

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: Y

Include Audit Date and Time in Sort: N

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 T9MPS	Liq Amt	Net Amount		
020187/00	ACTenviro	522226818					
	CL-180002 07/26/2018 194192		01-8150-0-5800-106-0000-8110-007-000 NN F	1,500.00	1,080.00		
	CL-180003 07/26/2018 194192		01-8150-0-4300-106-0000-8110-007-000 NN F	2,000.00	1,163.25		
	TOTAL PAYMENT AMOUNT		2,243.25 *		2,243.25		
019533/00	ALL PRO BACKFLOW INC	371786593					
	200 PO-190186 07/26/2018 18-1011		1 01-8150-0-4300-106-0000-8110-007-000 NN F	713.01	713.01		
	200 PO-190186 07/26/2018 18-1011		2 01-8150-0-5600-106-0000-8110-007-000 NN F	450.00	450.00		
	200 PO-190186 07/26/2018 18-1011		3 01-8150-0-6500-106-0000-8110-007-000 NN F	7,245.54	7,245.54		
	TOTAL PAYMENT AMOUNT		8,408.55 *		8,408.55		
010564/00	APPLE COMPUTER						
	97 PO-190081 07/26/2018 6745008044		2 01-0000-0-4300-103-0000-7200-019-000 NN F	229.12	229.12		
	97 PO-190081 07/26/2018 6744893892		1 01-0000-0-4400-103-0000-7200-019-000 NN F	1,561.30	1,561.30		
	TOTAL PAYMENT AMOUNT		1,790.42 *		1,790.42		
021097/00	ASSOCIATED VALUATION SERVICES	770513973					
	CL-180018 07/26/2018 5925		01-0000-0-5800-105-0000-7200-005-995 NN F	15,604.00	7,396.00		
	TOTAL PAYMENT AMOUNT		7,396.00 *		7,396.00		
018533/00	ATKINSON ANDELSON LOYA RUDD	953378600					
	CL-180022 07/26/2018 547963		01-0000-0-5880-105-0000-7200-005-000 NE F	23,083.18	8,393.44		
	TOTAL PAYMENT AMOUNT		8,393.44 *		8,393.44		
019500/00	AVID CENTER	330522594					
	116 PO-190118 07/26/2018 00007583		1 01-0740-0-5800-103-1110-1000-019-205 NN F	12,868.00	12,868.00		
	TOTAL PAYMENT AMOUNT		12,868.00 *		12,868.00		
019504/00	B & H PHOTO-VIDEO						
	159 PO-190147 07/26/2018 144915202		1 01-0740-0-4300-112-0000-3600-007-302 YN F	355.56	329.99		
	TOTAL PAYMENT AMOUNT		329.99 *		329.99		
	TOTAL USE TAX AMOUNT		25.57				

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 T9MPS	Liq Amt
								Net Amount
015718/00		BASIC PACIFIC						
	PV-190005	07/23/2018 7/31/18						
			01-0000-0-9552-000-0000-0000-000	NN				2,182.22
		TOTAL PAYMENT AMOUNT				2,182.22 *		2,182.22
010150/00		BURKETTS OFFICE SUPPLIES						
	195 PO-190180	07/26/2018 1367079-0	1	01-0000-0-4300-101-0000-7150-002-000	NN	P		92.58
	195 PO-190180	07/26/2018 1367079	1	01-0000-0-4300-101-0000-7150-002-000	NN	F		15.25
		TOTAL PAYMENT AMOUNT				107.83 *		107.83
013988/00		BUTTES/CENTER STATE PIPE &						
	48 PO-190040	07/26/2018 S010255423.001	1	01-8150-0-4300-106-0000-8110-007-000	NN	P		2,065.04
		TOTAL PAYMENT AMOUNT				2,065.04 *		2,065.04
010340/00		CA DEPT OF JUSTICE						
	CL-180129	07/26/2018 305705	01-0000-0-5800-110-0000-7200-004-000	NN	F			448.00
		TOTAL PAYMENT AMOUNT				448.00 *		448.00
010066/00		CALIFORNIA SCHOOL BOARD ASSN						
	219 PO-190213	07/26/2018 INV-41082-Y5COR4	1	01-0000-0-5300-120-0000-7110-000-000	NN	F		9,012.00
		TOTAL PAYMENT AMOUNT				9,012.00 *		9,012.00
021678/00		CAPITOL ACADEMY						
	CL-180136	07/26/2018 CA0535,CA0550	01-6500-0-5800-102-5750-1180-019-000	NN	F			6,211.20
		TOTAL PAYMENT AMOUNT				6,211.20 *		6,211.20
020305/00		CDW GOVERNMENT INC.						
	37 PO-190032	07/26/2018 NKK0335	1	01-0370-0-4300-115-1110-1000-007-000	NN	F		99.75
	37 PO-190032	07/26/2018 NJM2501	2	01-0370-0-4400-115-1110-1000-007-000	NN	F		1,081.27
	35 PO-190094	07/26/2018 NLC6902	1	01-0740-0-4400-112-0000-3600-007-302	NN	F		904.44
	35 PO-190094	07/26/2018 NLC6902	2	01-0740-0-5800-112-0000-3600-007-302	NN	F		81.00
		TOTAL PAYMENT AMOUNT				2,165.01 *		2,165.01

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 T9MPS			Liq Amt	Net Amount	

013928/00	CINTAS LOCATION 622							
168 PO-190153	07/26/2018	622172392	1 01-0000-0-5800-111-0000-8200-007-000 NN P			8.88	8.88	
168 PO-190153	07/26/2018	622172393	1 01-0000-0-5800-111-0000-8200-007-000 NN P			5.83	5.83	
168 PO-190153	07/26/2018	622172394	1 01-0000-0-5800-111-0000-8200-007-000 NN P			55.40	55.40	
168 PO-190153	07/26/2018	622172395	1 01-0000-0-5800-111-0000-8200-007-000 NN P			23.55	23.55	
168 PO-190153	07/26/2018	622172396	1 01-0000-0-5800-111-0000-8200-007-000 NN P			8.68	8.68	
168 PO-190153	07/26/2018	622172397	1 01-0000-0-5800-111-0000-8200-007-000 NN P			8.68	8.68	
168 PO-190153	07/26/2018	622172398	1 01-0000-0-5800-111-0000-8200-007-000 NN P			25.88	25.88	
168 PO-190153	07/26/2018	622172399	1 01-0000-0-5800-111-0000-8200-007-000 NN P			50.47	50.47	
TOTAL PAYMENT AMOUNT				187.37 *			187.37	
015699/00	CLARK SECURITY PRODUCTS							
58 PO-190050	07/26/2018	22k272345	1 01-8150-0-4300-106-0000-8110-007-000 NN P			172.72	172.72	
58 PO-190050	07/26/2018	22k22346	1 01-8150-0-4300-106-0000-8110-007-000 NN P			361.19	361.19	
TOTAL PAYMENT AMOUNT				533.91 *			533.91	
021813/00	CONSOLIDATED COMMUNICATIONS							
31 PO-190025	07/26/2018	916-773-4131/0	1 01-0000-0-5930-106-0000-8110-007-000 NN P			1,023.81	1,023.81	
TOTAL PAYMENT AMOUNT				1,023.81 *			1,023.81	
016761/00	CPM EDUCATIONAL PROGRAM							
6 PO-190028	07/26/2018	1803743-IN	1 01-0037-0-4100-103-1110-1000-019-000 NN F			321.01	321.50	
TOTAL PAYMENT AMOUNT				321.50 *			321.50	
010592/00	EWING IRRIGATION PRODUCTS							
64 PO-190056	07/26/2018	5768083	1 01-0000-0-4300-106-0000-8110-007-000 NN P			720.28	720.28	
64 PO-190056	07/26/2018	5785829	1 01-0000-0-4300-106-0000-8110-007-000 NN P			57.57	57.57	
64 PO-190056	07/26/2018	5817665	1 01-0000-0-4300-106-0000-8110-007-000 NN P			278.81	278.81	
TOTAL PAYMENT AMOUNT				1,056.66 *			1,056.66	
017005/00	FERGUSON ENTERPRISES INC #686							
51 PO-190043	07/26/2018	6125074	1 01-8150-0-4300-106-0000-8110-007-000 NN P			682.30	682.30	
TOTAL PAYMENT AMOUNT				682.30 *			682.30	

081 CENTER UNIFIED SCHOOL DISTRICT J11598
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ACCOUNTS PAYABLE PRELIST
BATCH: 0005 07-26-18
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
022347/00	GIVE SOMETHING BACK	943257091						
123 PO-190091	07/26/2018	IN-0755705	1 01-0000-0-4300-105-0000-7200-005-000 NN P	405.79	405.79			
123 PO-190091	07/26/2018	IN-0756122	1 01-0000-0-4300-105-0000-7200-005-000 NN F	8.43	8.44			
TOTAL PAYMENT AMOUNT				414.23 *				414.23
016486/00	HDS WHITE CAP CONST.SUPPLY							
198 PO-190184	07/26/2018	50008529194	1 01-0000-0-4300-106-0000-8110-007-000 NN F	604.84	604.84			
TOTAL PAYMENT AMOUNT				604.84 *				604.84
010355/00	KAISER FOUNDATION HEALTH PLAN							
PV-190007	07/24/2018	AUGUST	01-0000-0-9552-000-0000-0000-000-000 NN					168,378.98
TOTAL PAYMENT AMOUNT				168,378.98 *				168,378.98
017899/00	LAWSON, BECKY							
230 PO-190226	07/26/2018	REIMB MEETING SUPPLIES	1 01-0000-0-4300-103-0000-2110-019-000 N F	97.16	97.16			
TOTAL PAYMENT AMOUNT				97.16 *				97.16
022230/00	MANAGED HEALTH NETWORK	953817988						
2 PO-190004	07/26/2018	PRM-026920	1 01-0000-0-3401-100-1110-1000-000-000 NN P	983.06	983.06			
TOTAL PAYMENT AMOUNT				983.06 *				983.06
020602/00	MCGRAW HILL SCHOOL EDUCATION							
5 PO-190066	07/26/2018	103699952001	1 01-0037-0-4100-103-1110-1000-019-000 NN F	1,604.23	1,611.67			
TOTAL PAYMENT AMOUNT				1,611.67 *				1,611.67
010563/00	MHL ENTERPRISES	542135713						
201 PO-190187	07/26/2018	813	1 01-0000-0-5800-106-0000-8200-007-000 NY F	1,000.00	1,000.00			
TOTAL PAYMENT AMOUNT				1,000.00 *				1,000.00

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num	Account num		Liq Amt	Net Amount
				FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS					
021173/00	NORTH STATE TIRE CO. INC		680048213						
211 PO-190205	07/26/2018	K91390		1 01-0740-0-4300-112-0000-3600-007-302 NN F			818.90	818.90	
211 PO-190205	07/26/2018	K91390		2 01-0740-0-5800-112-0000-3600-007-302 NN F			381.00	381.00	
				TOTAL PAYMENT AMOUNT	1,199.90 *				1,199.90
017576/00	OFFICE DEPOT								
86 PO-190079	07/26/2018	164941655001		1 01-0000-0-4300-103-0000-7200-019-000 NN P			99.69	99.69	
86 PO-190079	07/26/2018	164941658001		1 01-0000-0-4300-103-0000-7200-019-000 NN P			8.33	8.33	
86 PO-190079	07/26/2018	164941657001		1 01-0000-0-4300-103-0000-7200-019-000 NN P			0.87	0.87	
				TOTAL PAYMENT AMOUNT	108.89 *				108.89
019700/00	PITNEY BOWES GLOBAL FINANCIAL		201344287						
209 PO-190203	07/26/2018	#3102291924		1 01-0000-0-5800-105-0000-7200-005-000 NN F			1,130.31	1,130.31	
				TOTAL PAYMENT AMOUNT	1,130.31 *				1,130.31
014069/00	PLATT ELECTRIC SUPPLY INC		205021845						
56 PO-190048	07/26/2018	Z314680		1 01-8150-0-4300-106-0000-8110-007-000 NN P			112.07	112.07	
56 PO-190048	07/26/2018	R871005		1 01-8150-0-4300-106-0000-8110-007-000 NN P			312.49	312.49	
				TOTAL PAYMENT AMOUNT	424.56 *				424.56
021401/00	PRACTI-CAL INC		200704949						
175 PO-190194	07/26/2018	341114		1 01-5640-0-5800-102-1110-1000-019-000 NN P			29.79	29.79	
175 PO-190194	07/26/2018	341059		1 01-5640-0-5800-102-1110-1000-019-000 NN P			17.19	17.19	
				TOTAL PAYMENT AMOUNT	46.98 *				46.98
015527/00	PROJECT LEAD THE WAY - SCHOOL								
106 PO-190112	07/26/2018	136874		1 01-0000-0-5800-472-1110-1000-014-000 NN F			5,000.00	5,000.00	
				TOTAL PAYMENT AMOUNT	5,000.00 *				5,000.00
021194/00	PRUDENTIAL OVERALL SUPPLY INC								
115 PO-190085	07/26/2018	180313075		1 01-0740-0-5800-112-0000-3600-007-302 NN P			48.86	48.86	
115 PO-190085	07/26/2018	180312506		1 01-0740-0-5800-112-0000-3600-007-302 NN P			48.86	48.86	
115 PO-190085	07/26/2018	180307891		1 01-0740-0-5800-112-0000-3600-007-302 NN P			48.86	48.86	
				TOTAL PAYMENT AMOUNT	146.58 *				146.58

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 T9MPS	Liq Amt	Net Amount		

018529/00	RISO PRODUCTS OF SACRAMENTO						
14	PO-190003	07/26/2018	183443	1	01-0000-0-5600-240-1110-1000-011-000 NN F	250.00	250.00
TOTAL PAYMENT AMOUNT				250.00 *		250.00	250.00
010627/00	RIVERVIEW INTERNATIONAL TRUCKS						
262	PO-190249	07/26/2018	968012	1	01-0740-0-4300-112-0000-3600-007-302 NN P	24.88	24.88
262	PO-190249	07/26/2018	967988	1	01-0740-0-4300-112-0000-3600-007-302 NN P	263.96	263.96
TOTAL PAYMENT AMOUNT				288.84 *		288.84	288.84
010552/00	SAC VAL JANITORIAL						
73	PO-190068	07/26/2018	10305244	1	01-0000-0-9320-000-0000-0000-000-000 NN P	993.03	993.03
TOTAL PAYMENT AMOUNT				993.03 *		993.03	993.03
022118/00	SCHOOL DATEBOOKS INC						
	PO-182158	07/26/2018	S18-0142316	1	01-6300-0-4300-240-1110-1000-011-000 NN F	272.31	272.31
232	PO-190224	07/26/2018	S18-0142970	1	01-6300-0-4300-234-1110-1000-008-000 NN F	877.26	877.26
TOTAL PAYMENT AMOUNT				1,149.57 *		1,149.57	1,149.57
019383/00	SUTTER HEALTH PLUS						
	PV-190006	07/23/2018	AUGUST 2018	01-0000-0-9552-000-0000-0000-000-000 NN		39,278.61	39,278.61
TOTAL PAYMENT AMOUNT				39,278.61 *		39,278.61	39,278.61
020477/00	THE GLASS GURU OF ROSEVILLE						371558425
238	PO-190232	07/26/2018	139588	1	01-8150-0-4300-106-0000-8110-007-000 NN P	800.09	800.09
TOTAL PAYMENT AMOUNT				800.09 *		800.09	800.09
014079/00	THYSSENKRUPP ELEVATOR CORP						
10	PO-190007	07/26/2018	ACIA-1FYM216	1	01-8150-0-5800-106-0000-8110-007-000 NN P	739.00	739.00
TOTAL PAYMENT AMOUNT				739.00 *		739.00	739.00

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ACCOUNTS PAYABLE PRELIST
BATCH: 0005 07-26-18
FUND : 01 GENERAL FUND

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Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num				
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
010127/00	UNITED PARCEL SERVICE								
245 PO-190234	07/26/2018	YW013298	1	01-8150-0-5920-106-0000-8110-007-000	NN	P		133.67	133.67
TOTAL PAYMENT AMOUNT								133.67 *	133.67
022221/00	WESTERN HEALTH ADVANTAGE								
PV-190004	07/23/2018	AUGUST 2018		01-0000-0-9552-000-0000-0000-000-000	NN				
TOTAL PAYMENT AMOUNT								102,041.52 *	102,041.52
017313/00	XEROX								
183 PO-190171	07/26/2018	300526526	1	01-0000-0-5800-116-0000-7200-007-992	NN	P		36,021.52	36,021.52
185 PO-190172	07/26/2018	23230081031	1	01-0000-0-5800-116-0000-7200-007-992	NN	P		1,176.39	1,176.39
179 PO-190198	07/26/2018	300526526A	1	01-0000-0-4300-116-0000-8200-007-992	NN	P		4,986.12	4,986.12
TOTAL PAYMENT AMOUNT								42,184.03 *	42,184.03
TOTAL FUND PAYMENT				436,432.02 **				436,432.02	
TOTAL USE TAX AMOUNT				25.57					

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 T9MPS	Liq Amt	Net Amount			
015730/00	EMS LINQ INC	824127789						
234	PO-190225	07/26/2018 33319	1 13-5310-0-5800-108-0000-3700-007-000 NN F	995.00	995.00			
			TOTAL PAYMENT AMOUNT	995.00 *	995.00			
016670/00	FATCAT BAKERY	650497567						
CL-180137	07/26/2018 13744		13-5310-0-4700-108-0000-3700-007-000 NN F	2,150.00	2,150.00			
117	PO-190086	07/26/2018 141060	1 13-5310-0-4700-108-0000-3700-007-000 NN P	2,150.00	2,150.00			
			TOTAL PAYMENT AMOUNT	4,300.00 *	4,300.00			
021080/00	GOLD STAR FOODS INC	942828211						
79	PO-190069	07/26/2018 2445762	1 13-5310-0-4700-108-0000-3700-007-000 NN P	30.55	30.55			
79	PO-190069	07/26/2018 2445758	1 13-5310-0-4700-108-0000-3700-007-000 NN P	25.62	25.62			
79	PO-190069	07/26/2018 2445611	1 13-5310-0-4700-108-0000-3700-007-000 NN P	13,732.18	13,732.18			
			TOTAL PAYMENT AMOUNT	13,788.35 *	13,788.35			
022364/00	HEARTLAND SCHOOL SOLUTIONS	223755714						
152	PO-190143	07/26/2018 HSS0000030702	1 13-5310-0-5300-108-0000-3700-007-000 NN P	12.15	12.15			
			TOTAL PAYMENT AMOUNT	12.15 *	12.15			
016279/00	P&R PAPER SUPPLY							
119	PO-190088	07/26/2018 30201731-00	1 13-5310-0-4300-108-0000-3700-007-000 NN P	2,133.17	2,133.17			
			TOTAL PAYMENT AMOUNT	2,133.17 *	2,133.17			
015276/00	PREMIER FOOD SAFETY							
228	PO-190222	07/26/2018 AMBY BRACKETT 4010227	1 13-5310-0-5200-108-0000-3700-007-000 NN P	139.00	139.00			
228	PO-190222	07/26/2018 CARLA MATTHEWS 4007843	1 13-5310-0-5200-108-0000-3700-007-000 NN F	139.00	139.00			
			TOTAL PAYMENT AMOUNT	278.00 *	278.00			
011422/00	SYSCO OF SAN FRANCISCO							
81	PO-190071	07/26/2018 131854134	1 13-5310-0-4700-108-0000-3700-007-000 NN P	2,984.75	2,984.75			
81	PO-190071	07/26/2018 131854135	1 13-5310-0-4700-108-0000-3700-007-000 NN P	92.48	92.48			
81	PO-190071	07/26/2018 131854134	2 13-5310-0-4300-108-0000-3700-007-000 NN P	863.92	863.92			
			TOTAL PAYMENT AMOUNT	3,941.15 *	3,941.15			

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ACCOUNTS PAYABLE PRELIST
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FUND : 13 CAFETERIA FUND

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Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description		FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS			Liq Amt	Net Amount	
			TOTAL FUND	PAYMENT	25,447.82	**		25,447.82	

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ACCOUNTS PAYABLE PRELIST
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APY500 L.00.12 07/26/18 11:11 PAGE 10
<< 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 T9MPS	Liq Amt
								Net Amount
015121/00	B.J. FLOORING INC	270588058						
42 PO-190036	07/26/2018	2009579	1	14-0024-0-5800-106-9223-8110-007-000	NN F			4,938.00
43 PO-190037	07/26/2018	2009582	1	14-0024-0-5800-106-9223-8110-007-000	NN F			1,280.00
44 PO-190038	07/26/2018	2009580	1	14-0024-0-5800-106-9223-8110-007-000	NN F			1,853.00
74 PO-190072	07/26/2018	2009583	1	14-0024-0-4300-106-9223-8110-007-000	NN F			165.00
TOTAL PAYMENT AMOUNT								8,236.00 *
018970/00	RUA & SON MECHANICAL INC	510437705						
CL-180074	07/26/2018	302558		14-0024-0-5600-106-9585-8110-007-000	NN F			2,155.45
TOTAL PAYMENT AMOUNT								2,155.45 *
016043/00	SHELTONS UNLIMITED MECHANICAL	208118193						
CL-180133	07/26/2018	18-21402		14-0024-0-4300-106-9265-8110-007-000	NN F			263.99
CL-180134	07/26/2018	18-21402		14-0024-0-4400-106-9265-8110-007-000	NN F			3,759.40
CL-180135	07/24/2018	18-21402		14-0024-0-5600-106-9265-8110-007-000	NN F			3,295.00
TOTAL PAYMENT AMOUNT								7,318.39 *
TOTAL FUND			PAYMENT					17,709.84 **
								17,709.84

081 CENTER UNIFIED SCHOOL DISTRICT J11598
7-26-18

ACCOUNTS PAYABLE PRELIST
BATCH: 0005 07-26-18
FUND : 21 BUILDING FUND

APY500 L.00.12 07/26/18 11:11 PAGE 11
<< Open >>

Vendor/Addr Reg Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	ABA num	Account num	Liq Amt	Net Amount
015226/00	ATI ARCHITECTS & ENGINEERS		822638067					
	CL-180020	07/26/2018 1500406		21-0000-0-6215-236-0000-8500-007-171 NN F			11,613.84	11,613.84
	CL-180021	07/26/2018 1500407		21-0000-0-6215-238-0000-8500-007-171 NN F			9,694.96	9,694.96
	CL-180131	07/26/2018 1500407		21-0000-0-6215-238-0000-8500-007-171 NN F			28,667.28	28,667.28
	CL-180132	07/26/2018 1500406		21-0000-0-6215-236-0000-8500-007-171 NN F			22,094.73	22,094.73
				TOTAL PAYMENT AMOUNT		72,070.81 *		72,070.81
020121/00	BULLSEYE LEAK DETECTION INC		300568016					
	CL-180130	07/26/2018 22104A		21-0000-0-6200-106-0000-8500-007-171 NN F			400.00	400.00
				TOTAL PAYMENT AMOUNT		400.00 *		400.00
019627/00	NACHT & LEWIS ARCHITECTS							
	PO-180685	07/26/2018 Y175100-08		1 21-0000-0-6215-472-0000-8500-007-170 NN P			2,081.40	2,081.40
	PO-182757	07/24/2018 00001		1 21-0000-0-6215-472-0000-8500-007-171 NN P			39,596.50	39,596.50
	PO-182761	07/26/2018 0002		1 21-0000-0-6200-106-0000-8500-007-171 NN P			737.50	737.50
				TOTAL PAYMENT AMOUNT		42,415.40 *		42,415.40
017295/00	TERRACON CONSULTANTS INC		421249917					
	PO-182762	07/26/2018 TA76575-A		1 21-0000-0-6200-472-0000-8500-007-171 NN P			490.00	490.00
	PO-182762	07/26/2018 TA-76575-B		1 21-0000-0-6200-472-0000-8500-007-171 NN P			968.00	968.00
				TOTAL PAYMENT AMOUNT		1,458.00 *		1,458.00
				TOTAL FUND PAYMENT		116,344.21 **		116,344.21
				TOTAL BATCH PAYMENT		595,933.89 ***	0.00	595,933.89
				TOTAL USE TAX AMOUNT		25.57		
				TOTAL DISTRICT PAYMENT		595,933.89 ****	0.00	595,933.89
				TOTAL USE TAX AMOUNT		25.57		
				TOTAL FOR ALL DISTRICTS:		595,933.89 ****	0.00	595,933.89
				TOTAL USE TAX AMOUNT		25.57		

Number of checks to be printed: 58, not counting voids due to stub overflows.

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: August 15, 2018

Action Item ____

To: CJUSD Board of Trustees

Information Item X

From: Lisa Coronado *LC*
Director of Fiscal Services

Attached Pages 5

SUBJECT:

**Budget Update
For Fiscal Year 2018/19**

Lisa Coronado, Director of Fiscal Services, is presenting an update to the Board's adoption of the 2018/19 Budget as a result of the State's final budget adoption.

Center Joint Unified School District
2018-19 Budget 45-Day Revision
As of July 25, 2018
Presented August 15, 2018

At the time the Board adopted the District budget for 2018-19, the State had not yet adopted its budget. Since that time, the budget has been passed and signed by the Governor. As a result, this document will indicate the changes in funding and policies that can be implemented for the 2018-19 fiscal year.

45-Day Revision/Adopted 2018-19 Budget Key Guidance

On June 27, 2018, Governor Jerry Brown signed his eighth consecutive on-time budget. This budget, like the previous six budgets, significantly increased educational spending. The budget will fully fund the Local Control Funding Formula (LCFF) by providing an additional \$3.556 billion and includes continuous appropriation language to fund future year COLA adjustments.

The 2018-19 budget Act reflects a prudent approach by using \$13.8 billion to fill the Rainy Day Fund (Proposition 2) and by using mostly one-time spending to fund additional initiatives.

The Budget Act incorporates general fund revenues as proposed at May Revision (estimates prepared by Department of Finance), and property tax estimates of Legislative Analyst's Office. This combination of revenue results in an estimated \$155 million in additional non-Prop. 98 revenue for spending in 2018-19 than was proposed with the Governor's May Revision.

While the final 2018-19 Budget Act increases education funding over the May Revision, the District should continue to be cautious. Projected increases in 2018-19 general fund and Prop. 98 are based on higher revenues from personal income capital gains. The historical volatility of state revenues, the significant economic risks on the horizon, and the known cost pressures from statutorily scheduled employer pension contribution increases all point to the need to maintain reserves and fiscal flexibility.

Significant Changes since May Revision

LCFF Gap Funding: Increases LCFF funding by \$3.556 billion. This increase funds the 2.71% statutory cost of living adjustment (COLA), and adds a \$570 million augmentation.

One-Time Funding: \$1.092 billion in one-time discretionary funding (\$184 per ADA) for school districts, charter schools and COEs.

Career Technical Education (CTE) Incentive Grant Program: \$150 million in ongoing funding.

Low-Performing Students Block Grant: \$300 million in one-time funding to be distributed on a per-student basis to LEAs serving low-performing students who do not qualify for supplemental LCFF grants.

Planning Factors for 2018-19 and MYPs

Planning Factor	2018-19	2019-20	2020-21
Statutory COLA (DOF)	2.17%	2.57%	2.67%
LCFF Funding % including \$570M Augmentation	3.70%		
LCFF Gap Funding Percentage (DOF)	100.00%		
LCFF Gap Funding (in millions)	\$3,556		
STRS Employer Statutory Rates (statute until 2020-21)	16.28%	18.13%	19.10%
PERS Employer Projected Rates (April 17, 2018)	18.062%	20.8%	23.5%
Lottery – Unrestricted per ADA (did not change)	\$146.00	\$146.00	\$146.00
Lottery – Prop. 20 per ADA (did not change)	\$48.00	\$48.00	\$48.00
Mandated Cost per ADA for One-Time	\$184.00		
Mandated Block Grant for Districts – K-8 per ADA (increase by COLA 2.71%, etc.)	\$31.16	\$31.16	\$31.16
Mandated Block Grant for Districts – 9-12 per ADA (increase by COLA 2.71%, etc.)	\$59.83	\$59.83	\$59.83
Routine Restricted Maintenance Account All LEAs that received ANY School Facility Program funding are required to deposit 3% into their Routine Restricted Maintenance Account in the year in which the LCFF is fully implemented. If district received Prop. 51 funds in 2017-18, the minimum 3% RRMA contribution is required in 2018-19.	Greater of: Lesser of 3% or 2014-15 amount or 2%	Equal or greater than 3% of total GF expenditures	Equal or greater than 3% of total GF expenditures

One-Time Discretionary Funding

The 2018-1 Budget Act provides \$1.092 billion (\$184 per ADA estimated) in one-time Prop. 98 funding for school districts, charter schools and COEs. The funds are intended to offset any mandate reimbursement claims.

The Budget Act includes the Governor's proposal to require individual LEAs to repay any outstanding balances owed to the federal government related to overpayments of federal Medi-Cal Administrative Activities (MAA) and LEA billing claims, with these one-time discretionary funds. Moreover, because these individual LEA outstanding balances will not be certified until late fall. The 1st installment of these one-time discretionary apportionments will not occur until January, and the final May of 2019.

As in prior years, the Budget Act calls for these funds, once apportioned, to be used at local discretion, to support critical investments such as "content standards

implementation, technology, professional development, induction programs for beginning teachers and deferred maintenance.”

Low-Performing Students Block Grant: \$300 Million One-Time

The budget includes a one-time block grant to help address the achievement gap for all students. The funding will be distributed on a per-pupil basis to school districts, charter schools and COEs for pupils that are identified as low-performing on the latest available state English language arts or mathematics assessments and who are neither identified for special education services nor identified as low-income, English learner or foster youth. “Low-performing” is defined as not meeting specified achievement standards on state English language arts or mathematics assessments. All measures – low-performing, eligible for special education services, and identification as low-income, English learner or foster youth – should be for the same fiscal year.

To determine eligibility, districts will, therefore, subtract low-income, EL, foster youth and special education students from their low-performing population, and the remainder is the count that is eligible for this block grant.

These block grant funds may be expended through 2020-21 and shall be used for evidence-based services that directly support pupil academic achievement, including, but not limited to, professional development activities for certificated staff, instructional materials, or additional supports for pupils.

As a condition for receiving grant funds, the LEA shall develop a plan describing how the funds will increase or improve evidence-based services for the identified pupils to accelerate increases in academic achievement, and how the effectiveness of the services will be measured. The plan shall include information regarding how the services align with and are described in the LEA’s local control and accountability plan. Finally, the plan shall be discussed and adopted at a regularly scheduled board meeting of the LEA’s governing body. The proposed code does not identify an application deadline nor prescribe an application process. These details will be forthcoming from CDE as the process to administer the block grant is developed.

Grant recipients must also satisfy two reporting requirements: the first due on or before March 1, 2019 regarding the adopted plan and the second due on or before November 1, 2021 regarding the implementation of the plan including strategies used and whether the plan was successful in reducing the academic achievement gap for the target pupils.

Career Technical Education

The enacted state budget reflects a compromise among several career technical education (CTE) proposals discussed in the Legislature during the budget process. The Governor originally proposed \$214 million in ongoing funding to establish a K-12 component of the Strong Workforce Program – allocated by regional consortia through a competitive grant process – to create, support, or expand CTE programs at the K-12 level that align with the workforce development efforts occurring through the existing Strong Workforce Program administered by the California Community Colleges. The Budget Act contains \$164 million in ongoing funding (including \$14 million for technical assistance and administrative costs) for the Strong Workforce Program and \$150 million in ongoing funding for the CTE Incentive Grant, administered by the CDE.

Both funding sources require a funding match. The K-12 component of the Strong Workforce Program requires either a one-to-one match or a two-to-one match depending on the structure of each recipient's program. The CTE Incentive Grant requires a two-to-one match.

The budget trailer bill (AB 1808) maintained the following adjustments and clarifications to the K-12 Strong Workforce Program Proposal made in May:

- Funding will be allocated through the Community College Chancellor's Office to existing regional consortia based on the following factors in each region: the unemployment rate (33%), the region's total average daily attendance for students in grades 7 to 12 (33%), and the proportion of projected job openings (34%).
- Specifies that grant decisions for the K-12 component are made exclusively by the K-12 Selection Committee specified in the trailer bill language.
- Expanded and clarified technical assistance roles within the program.
- Provides resources to consortia for administering the regional grant process, including resources to support the K-12 Selection Committee duties.

Other Grants

The budget included one-time funding to meet additional education needs. Additional budget guidance will be provided at first interim.

Onetime funding for Statewide, Regional, and Local Support

\$50 million – Classified School Employees Professional Development Block Grant Program

Section 134 of AB 1808 provides \$50 million in one-time Prop. 98 funding for the Classified School Employee Professional Development Block Grant Program.

Under this program, LEAs will receive a one-time grant based on the number of classified school employees employed by the LEA in the immediately preceding fiscal year. First priority for the funds is for the implementation of school safety plans, but may be expended for any purpose described in EC Section 45391. The CDE will be required to apportion these funds to school districts, county offices of education, and charter schools as block grant funds.

\$15 million - Multi-Tiered System of Support (MTSS)

Expand the state's MTSS framework to foster a positive school climate in both academic and behavioral areas. In performing this work, the Orange County Department of Education, jointly with Butte County Office of Education, will contract with a California postsecondary educational institution to develop and identify evidence-based resources and activities designed to help local educational agencies across the state to create a positive school climate, as well as implement a pilot program to assist local educational agencies in creating a positive school climate.

**Center Joint Unified School District
2018-19 45 Day Budget Update**

<u>Budget Changes</u>	May Revise	Budget Adoption	Change
Total LCFF Funding	\$ 41,865,869	\$ 42,149,888	\$ 284,019
Total One-Time Discretionary	\$ 1,431,961.92	\$ 766,538	\$ (665,423)
\$/ADA	\$ 344	\$ 184	
2018-19 Funded ADA	4162.68	4,165.97	
Change in Estimated Revenue			\$ (381,404)
Increase (Decrease) in Fund Balance	\$ 1,490,918	\$ 1,109,514	

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item X

To: Board of Trustees

Information Item

Date: August 15, 2018

Attached Pages 5

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials: **SUBJECT: CSBA Nominations for Director-at-Large Asian/Pacific Islander and Hispanic**

Nominations will be accepted until Friday, September 28, 2018. Nominations must be made by a CSBA member board and the nominee must be a board member from a CSBA member district.

RECOMMENDATION:



July 31, 2018

TIME SENSITIVE, REQUIRES BOARD ACTION

DEADLINE Friday, September 28, 2018

Please deliver to all members of the governing board.

TO: All Board Presidents and Superintendents
CSBA Member Districts and County Offices of Education
FROM: Mike Walsh, President
SUBJECT: Call for Nominations for Directors-at-Large Asian/Pacific Islander and Hispanic

Nominations for CSBA Directors-at-Large Asian/Pacific Islander and Hispanic are currently being accepted until **Friday, September 28**. The nomination form and all information related to the election process are available online, please visit <https://www.csba.org/About/Leadership/ElectionToCsbaOffice/ElectionToBoardofDirectors.aspx>.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member board. The following documents are required:

- **Nomination form:** A completed, signed and dated nomination form due **Friday, September 28** (choose only one option: U.S. Postal Service postmark or email nominations@csba.org or fax (916) 371-3407). *Nominating CSBA member boards must secure permission from the board member prior to nominating him or her.*
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Mike Walsh is due to CSBA no later than **Friday, October 5** (choose only one option: U.S. Postal Service postmark or email nominations@csba.org or fax (916) 371-3407). The letter may be from of the following entities:
 - 1) A CSBA member board
"If signed by the Superintendent, the letter must state "on behalf of the board."
 - 2) An individual board member from a CSBA member district or COE
 - 3) Another board member association
- **Candidate Form:** A signed and dated candidate form completed by the nominee is due to CSBA no later than **Friday, October 5** (choose one option: U.S. Postal Service postmark or email nominations@csba.org or fax (916) 371-3407). An optional, one-page résumé may also be submitted and is due by **Friday, October 5**.

The completed candidate form and two letters of recommendation will be included in the Delegate Assembly meeting agenda packet exactly as submitted.

CSBA's Board of Directors, which includes 21 regional representatives, five directors-at-large, four officers, the California County Boards of Education president, and any California board member serving on the board of the National School Boards Association. The board is responsible for setting direction for CSBA by adopting the vision and mission and overseeing the corporate operations of the association.

The elections will take place at CSBA's Delegate Assembly meeting held at the San Francisco Marriott Marquis on Wednesday, November 28 and Thursday, November 29. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference on Saturday, December 1.

Please contact the Executive Office at 800-266-3382 should you have any questions. Thank you.

(See reverse for 2019 meeting dates)

California School Boards Association | 3251 Beacon Boulevard, West Sacramento, CA 95691 | (800) 266-3382



2019
EXECUTIVE COMMITTEE, BOARD OF DIRECTORS
& DELEGATE ASSEMBLY MEETING CALENDAR

<u>DATE</u>	<u>DAY(S)</u>	<u>MEETING</u>	<u>LOCATION</u>
FEB 8	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
FEB 9-10	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
APR 5	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
APR 6-7	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAY 16	THUR	EXECUTIVE COMMITTEE	SACRAMENTO
MAY 17	FRI	BOARD OF DIRECTORS	SACRAMENTO
MAY 18-19	SAT-SUN	DELEGATE ASSEMBLY	SACRAMENTO
SEPT 20	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
SEPT 21-22	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
DEC 2	MON	EXECUTIVE COMMITTEE	SAN DIEGO
DEC 3	TUES	BOARD OF DIRECTORS	SAN DIEGO
DEC 4-5	WED-TH	DELEGATE ASSEMBLY	SAN DIEGO
DEC 5-7	TH-SAT	ANNUAL CONFERENCE	SAN DIEGO

Approved by the Board of Directors on November 28, 2017



2018 Directors-at-Large, Asian/Pacific Islander and Hispanic Nomination Form

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark, fax, or email deadline for the nomination form is Friday, September 28, 2018.

Two letters of recommendation are required to be submitted by Friday, October 5, 2018.

Nominees must give permission prior to being nominated.

(Please submit a separate nomination form for each Director position and each nominee.)

The governing board of the _____ School District or County Office
Board of Education voted to nominate _____

(Nominee name)

as a candidate for the following Director-at-Large position: *(please indicate below)*

☐ Director-at-Large, Asian/Pacific Islander

☐ Director-at-Large, Hispanic

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

Signature of the Board Clerk or Board Secretary

Date

Please submit this nomination form by choosing one of the following options below:

- E-mail: nominations@csba.org
- Or fax: ATTN: Mike Walsh, President, at (916) 371-3407
- Or mail: Mike Walsh, President
 California School Boards Association
 3251 Beacon Blvd.
 West Sacramento, CA 95691

If you have any questions, please contact CSBA's Executive Office, (800) 266-3382.



2018 Directors-at-Large, Asian/Pacific Islander and Hispanic Candidate Form

Deadline: Friday, October 5, 2018 Please submit this Candidate form by choosing **one** of the following options below:

E-mail, nominations@csba.org, or Fax to ATTN: Mike Walsh, President at (916) 371-3407, or U.S. Postal mail, Mike Walsh, President | California School Boards Association | 3251 Beacon Blvd. | West Sacramento, CA 95691

This signed and dated candidate form must be completed in the spaces provided. An optional, single-sided, one-page résumé may also be submitted. Please do not state "See résumé" in the spaces below. Only this **two-page form** and a **one-page, single sided résumé**, if submitted, will be published in the Delegate Assembly meeting agenda packet.

I am nominated for: (please check one) ☐ Director-at-Large, Asian/Pacific Islander ☐ Director-at-Large, Hispanic

Name: _____

Region: _____

District or COE: _____

Years on board: _____ ADA: _____

Contact Number: _____

Preferred E-mail: _____

Profession: _____

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

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

Continued on next page

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

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

5. Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.

Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.

Signature

Date

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Superintendent's Office	Action Item <u>X</u>
To: Board of Trustees	Information Item _____
Date: August 15, 2018	# Attached Pages _____
From: Scott A. Loehr, Superintendent	
Principal/Administrator Initials: _____	

SUBJECT: First Reading: Board Policies/Regulations/Exhibits																																																																	
<table> <tr><td>Delete</td><td>BP</td><td>1020</td></tr> <tr><td>Replace</td><td>BP</td><td>1330</td></tr> <tr><td>Replace</td><td>AR</td><td>1330</td></tr> <tr><td>Replace</td><td>BP</td><td>1400</td></tr> <tr><td>Replace</td><td>BP</td><td>2210</td></tr> <tr><td>Replace</td><td>BP</td><td>3320</td></tr> <tr><td>Replace</td><td>AR</td><td>3320</td></tr> <tr><td>Replace</td><td>BP</td><td>4140/4240/4340</td></tr> <tr><td>Add</td><td>BP</td><td>4161.3</td></tr> <tr><td>Add</td><td>BP</td><td>4261.3</td></tr> <tr><td>Delete</td><td>AR</td><td>4261.3</td></tr> <tr><td>Add</td><td>BP</td><td>5112.5</td></tr> <tr><td>Replace</td><td>AR</td><td>5141.32</td></tr> <tr><td>Replace</td><td>BP</td><td>6174</td></tr> <tr><td>Replace</td><td>AR</td><td>6174</td></tr> <tr><td>Replace</td><td>BB</td><td>9310</td></tr> </table>	Delete	BP	1020	Replace	BP	1330	Replace	AR	1330	Replace	BP	1400	Replace	BP	2210	Replace	BP	3320	Replace	AR	3320	Replace	BP	4140/4240/4340	Add	BP	4161.3	Add	BP	4261.3	Delete	AR	4261.3	Add	BP	5112.5	Replace	AR	5141.32	Replace	BP	6174	Replace	AR	6174	Replace	BB	9310	<table> <tr><td>Youth Services</td></tr> <tr><td>Use of School Facilities</td></tr> <tr><td>Use of School Facilities</td></tr> <tr><td>Relations Between Other Governmental Agencies and the Schools</td></tr> <tr><td>Administrative Discretion Regarding Board Policy</td></tr> <tr><td>Claims and Actions Against the District</td></tr> <tr><td>Claims and Actions Against the District</td></tr> <tr><td>Bargaining Units</td></tr> <tr><td>Professional Leaves</td></tr> <tr><td>Professional Leaves</td></tr> <tr><td>Professional Leaves</td></tr> <tr><td>Open/Closed Campus</td></tr> <tr><td>Health Screening for School Entry</td></tr> <tr><td>Education for English Learners</td></tr> <tr><td>Education for English Learners</td></tr> <tr><td>Board Policies</td></tr> </table>	Youth Services	Use of School Facilities	Use of School Facilities	Relations Between Other Governmental Agencies and the Schools	Administrative Discretion Regarding Board Policy	Claims and Actions Against the District	Claims and Actions Against the District	Bargaining Units	Professional Leaves	Professional Leaves	Professional Leaves	Open/Closed Campus	Health Screening for School Entry	Education for English Learners	Education for English Learners	Board Policies
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Board Policies																																																																	
RECOMMENDATION: CJUSD Board of Trustees approve the first reading of presented policies/regulations/exhibits.																																																																	

Delete

Center Unified SD

Board Policy

Youth Services

BP 1020

Community Relations

The Governing Board realizes that the schools alone cannot meet children's complex individual needs. Parents/guardians, schools, local government, businesses, foundations and community-based organizations all must work together to assess needs, improve conditions for our community's youth, and ensure that the multiple services needed by children and families are coordinated so as to avoid gaps, duplication, or delay.

The Board shall initiate or participate in collaborative relationships with city and county leaders to develop local policies and provide effective multi-agency programs that respond to the needs of children and families.

(cf. 1400 - Relations between Other Governmental Agencies and the Schools)

The Superintendent and staff shall contact and cooperate with public and private agencies to ensure the availability and effective implementation of child care, after-school, nutrition, health and other services for children. District staff shall have opportunities to learn collaborative skills that will enhance their participation in these efforts.

The Board shall regularly evaluate the progress of collaborative efforts and shall monitor district budget, facilities and personnel priorities for opportunities to promote community collaboration and youth services.

The Board shall advocate for local, state and national policies, legislation and programs designed to provide or better coordinate services for children and families.

The district shall provide support services for children and families to the extent possible.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1160 - Political Processes)

(cf. 1240 - Volunteer Assistance)

(cf. 3553 - Free and Reduced-Price Meals)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 5136 - Gangs)

(cf. 5141.32 - Child Health and Disability Prevention Program)

(cf. 5141.4 - Child Abuse Reporting Procedures)

(cf. 5141.41 - Child Abuse Prevention)

(cf. 5141.6 - School-Based Health and Social Services)
(cf. 5146 - Married/Pregnant/Parenting Pupils)
(cf. 5148 - Child Care)
(cf. 6020 - Parent Involvement)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6171 - Title I Programs)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

58700-58702 Tutoring and homework assistance program

WELFARE AND INSTITUTIONS CODE

18961.5 Computerized data base; families at risk for child abuse; sharing of information; multidisciplinary teams

18986.2-18986.30 Interagency Children's Services Act, especially:

18986.11-18986.15 County interagency collaboration

18986.40-18986.46 Integrated children's services programs

Management Resources:

CSBA PUBLICATIONS

Collaboration for Kids, March 1995

YOUTH LAW CENTER PUBLICATIONS

Model Form for Consent to Exchange Confidential Information among the Members of an Interagency Collaborative, Youth Law Center, San Francisco, 1995

Policy CENTER UNIFIED SCHOOL DISTRICT
adopted: October 1, 1997 Antelope, California

CSBA Sample

Board Policy

Community Relations

BP 1330(a)

USE OF SCHOOL FACILITIES

Note: Education Code 38133 **mandates** that the Governing Board develop rules and regulations related to the management, direction, and control of school facilities. Pursuant to Education Code 38130-38138 (the Civic Center Act), school facilities are civic centers and, under certain circumstances, members of the school community must be allowed to use them for specified purposes. In granting access for use of school facilities to district residents and community groups, the Board must be careful to avoid discriminating against certain individuals, groups, or viewpoints and thereby violating constitutional requirements, including free speech rights. In Good News Club v. Milford Central School, the U.S. Supreme Court held that the school district violated the club's free speech rights when it denied the club use of school facilities for after-school meetings because of the religious nature of the meetings.

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6145.5 - Student Organizations and Equal Access)

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

Note: Pursuant to Education Code 38133, the Board is **mandated** to develop rules and regulations which must include the items specified below for the management, direction, and control of school facilities.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

USE OF SCHOOL FACILITIES (continued)

Note: The following paragraph is **optional** and may be modified to reflect district practice.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

Note: The following **optional** paragraph may be modified to reflect district practice. A district may enter into an agreement with another entity for the joint use of school facilities or grounds. For considerations to guide the development of such an agreement, see BP 1330.1 - Joint Use Agreements. ~~Any district interested in entering into any such agreement is also encouraged to review CSBA's policy brief Maximizing Opportunities for Physical Activity Through Joint Use of Facilities and CSBA's publication Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement for tips regarding successful collaboration, information about funding sources for joint use, suggested components of joint use agreements, model agreements, and additional resources.~~

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 - Joint Use Agreements)

Fees

Note: Education Code 38134 authorizes districts to charge an amount "not exceeding" direct costs for the use of school facilities or grounds by community groups and entities. 5 CCR 14037-14041 contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds. **See the section "Calculating Direct Costs" below. If the district chooses to charge fees, Pursuant to 5 CCR 14041, requires as added by Register 2014, No. 19, the Board is required to adopt a fee schedule that specifies the hourly fee to be charged by the district either for specific school facilities and grounds or for types or categories of school facilities or grounds (e.g., all gymnasiums or playgrounds), when the district chooses to charge fees for community use of school facilities and grounds.**

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

USE OF SCHOOL FACILITIES (continued)*(cf. 9320 - Meetings and Notices)*

Note: ~~In addition,~~ Education Code 38134 mandates each district that chooses to charge the community a fee for the use of school facilities to adopt a policy specifying the activities and organizations that shall be charged an amount not to exceed direct costs subjected to the fees. ~~5 CCR 14037-14041, as added by Register 2014, No. 19, contain specific rules adopted by the State Board of Education for determining "direct costs" to be charged for use of school facilities and grounds.~~ The options below provide suggestions on how districts that choose to charge up to direct costs fees may categorize activities and organizations for that purpose. Option 1 is for use by districts that choose to charge an amount "not exceeding" direct costs to all community groups. Option 2 is for use by districts that choose to grant free use to nonprofit organizations and to groups organized to promote youth and school activities but charge other groups an amount "not exceeding" direct costs. Option 3 is for use by districts that grant free use to school-related organizations only.

~~However,~~ Regardless of the option chosen, there is an exception for the use of school facilities and grounds for religious services, as noted below.

OPTION 1: (Amount not exceeding direct costs to all community groups)

The Board believes that the use of school facilities or grounds should not result in costs an expense to the district. The Superintendent or designee shall charge all groups granted the use of school facilities or grounds under the Civic Center Act an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

OPTION 2: ~~(No charge to nonprofit organizations and youth and school-oriented organizations groups)~~

Note: This option reflects the common practice among districts to allow free use of school facilities by nonprofit organizations, and clubs, and organizations associations that promote youth and school activities, including the YMCA and religious organizations or churches that arrange for and supervise sports league activities for youth, pursuant to Education Code 38134. Districts that wish to give allow free use to by some groups, but charge other groups, should proceed cautiously and ensure that such free use or discount is granted on a reasonable and nondiscriminatory basis. It is strongly recommended that districts consult legal counsel before deciding which groups will or will not be charged and, based upon legal counsel's advice, decide whether it would be appropriate to specifically name in the district's policy the community groups that will or will not be charged.

~~The Board authorizes the use of school facilities or grounds, without charge, by nonprofit organizations, and by clubs, or associations organized to promote youth and school activities. As specified in Education Code 38134(a), these groups include, but are including, but not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, and school community advisory councils, and recreational youth sports leagues that charge participants no more than an average of \$60 per month. Other groups that request the use of school facilities under the Civic Center Act, including nonprofit groups not organized to promote youth and school activities and for profit groups, shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)~~

USE OF SCHOOL FACILITIES (continued)

OPTION 3: ~~(No charge to school-related organizations)~~

~~The Board shall grant authorizes the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. All other groups requesting the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041.~~

Note: The remainder of this section is for use by all districts regardless of the option chosen above.

Pursuant to Education Code 38134, any group authorized to use school facilities for religious services must be charged "at least" direct costs.

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

Note: Education Code 38134 requires the district to charge fair rental value when facilities are used for fundraising activities which are not beneficial to youth, public school activities, or charitable purposes, under the conditions specified below. "Fair rental value" is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity.

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

~~Note: The following paragraph provides specific guidance for calculating "direct costs" that a district may charge community groups and organizations for the use of school facilities or grounds. Pursuant to 5 CCR 14038, as added by Register 2014, No. 19, the district must determine the "proportionate share" of allowable capital and operational direct costs as provided below.~~

~~In determining d~~Direct costs to be charged for community use of each, or each type of, school facility or grounds, ~~the Superintendent or designee shall calculate,~~ **shall be calculated** in accordance with 5 CCR 14038; **and may reflect** the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds

~~However, capital direct costs shall not be charged to organizations retained by the~~

USE OF SCHOOL FACILITIES (continued)

~~district or school to provide instruction or instructional activities to students during school hours or for classroom-based programs that operate after school hours, including, but not limited to, after school, tutoring, and child care programs. (5 CCR 14037)~~

~~(cf. 5148—Child Care and Development)~~

~~(cf. 5148.2—Before/After School Programs)~~

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services **of performed** by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Note: The following **optional** paragraph applies to districts that choose to discount direct cost fees based on the type or category of the applicant, such as to groups with tax-exempt status as authorized pursuant to 5 CCR 14041, **added by Register 2014, No. 19.**

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

~~Note: Education Code 38134 requires the district to charge fair rental value when facilities are used for fundraising activities which are not beneficial to youth, public school activities, or charitable purposes, under the conditions specified below. "Fair rental value" is defined as direct costs plus the amortized costs of the school facilities or grounds used for the duration of the activity.~~

~~Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)~~

Expending Funds Collected as Capital Direct Costs

Note: Pursuant to 5 CCR 14042, added by Register 2014, No. 19, funds collected as capital direct costs **must be expended as specified in the following optional paragraph.**

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

Note: Pursuant to Elections Code 12283, an elections official requesting the use of a school building as

USE OF SCHOOL FACILITIES (continued)

a polling place must include in his/her request a list of the schools needed. Such requests must be made within sufficient time before the start of the school year so that the Board can determine and notify parents/guardians whether (1) the school will remain in session on those days, (2) the school day will be designated for staff training and development, or (3) the school will be closed to students and nonclassified employees. See BP 6111 - School Calendar.

The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

(cf. 6111 - School Calendar)

When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.

(cf. 3515.2 - Disruptions)

Legal Reference: (see next page)

USE OF SCHOOL FACILITIES (continued)

Legal Reference:

EDUCATION CODE

10900-10914.5 *Community recreation programs*

32282 *School safety plan*

37220 *School holidays*

38130-38138 *Civic Center Act, use of school property for public purposes*

BUSINESS AND PROFESSIONS CODE

25608 *Alcoholic beverage on school premises*

ELECTIONS CODE

12283 *Polling places: schools*

GOVERNMENT CODE

54950-54963 *The Ralph M. Brown Act*

MILITARY AND VETERANS CODE

1800 *Definitions*

CODE OF REGULATIONS, TITLE 5

14037-14042 *Proportionate direct costs for use of school facilities and grounds*

UNITED STATES CODE, TITLE 20

7905 *Equal access to public school facilities*

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 *Ops. Cal. Atty. Gen.* 90 (1999)

79 *Ops. Cal. Atty. Gen.* 248 (1996)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

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Center Unified SD

Board Policy

Use Of School Facilities

BP 1330

Community Relations

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

(cf. 6145.5 - Student Organizations and Equal Access)

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

(cf. 1325 - Advertising and Promotion)

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

(cf. 1330.1 - Joint Use Agreements)

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

(cf. 9320 - Meetings and Notices)

The Board authorizes the use of school facilities or grounds without charge by nonprofit organizations, clubs, or associations organized to promote youth and school activities. As specified in Education Code 38134(a), these groups include, but are not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, and school-community advisory councils. Other groups that request the use of school facilities under the Civic Center Act, including nonprofit groups not organized to promote youth and school activities and for-profit groups, shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

In determining direct costs to be charged for community use of each, or each type of, school facility or grounds, the Superintendent or designee shall calculate, in accordance with 5 CCR 14038, the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds

However, capital direct costs shall not be charged to organizations retained by the district or school to provide instruction or instructional activities to students during school hours or for classroom-based programs that operate after school hours, including, but not limited to, after-school, tutoring, and child care programs. (5 CCR 14037)

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)

2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services of district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

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California Department of Education: <http://www.cde.ca.gov>

Policy CENTER UNIFIED SCHOOL DISTRICT
adopted: November 19, 2014 Antelope, California

CSBA Sample

Administrative Regulation

Community Relations

AR 1330(a)

USE OF SCHOOL FACILITIES

Note: The following administrative regulation is **mandated** for the management, direction, and control of school facilities, pursuant to Education Code 38133.

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Note: The California Supreme Court has determined that the requirements of Education Code 38135 and 38136 are unconstitutional (ACLU v. Board of Education of City of Los Angeles). Although these provisions have not been repealed, districts are advised not to require any oath affirming that the group does not intend to take actions leading to the overthrow of the government.

Other types of oaths have been held constitutionally acceptable. The California Supreme Court upheld the use of an oath that the individual or group does not intend to use school premises to commit unlawful acts (ACLU v. Board of Education), and the U.S. Supreme Court has upheld affirmative loyalty oaths for public employees, expressing a promise to support the federal and state constitutions (Connell v. Higgenbotham; Cole v. Richardson). The accompanying eExhibit provides a sample facilities use statement. The following paragraph is **optional**.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest

Note: An Attorney General Opinion (79 Ops.Cal.Atty.Gen. 248 (1996)) found unconstitutional the section of Education Code 38131 which provides that a board may grant the use of school facilities to a religious group to conduct services only when the religious group has no other suitable meeting place. Although Attorney General opinions do not carry the force of law, they are given deference by the courts in the case of legal challenge. Therefore, a district should consult legal counsel before requiring a religious organization to establish that it lacks another suitable meeting place for the conduct of its services in order to rent school

USE OF SCHOOL FACILITIES (continued)

facilities. In that same opinion, the Attorney General also determined that Education Code 38131 does not limit the renewability of the temporary use permit for school facilities by a religious organization. Thus, legal counsel should also be consulted before a district refuses to renew a temporary permit. Item #3 below is consistent with the Attorney General's interpretation of Education Code 38131.

3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination
7. A community youth center

(cf. 1020 - Youth Services)

Note: Pursuant to Education Code 32282, procedures to allow school facilities to be used by public agencies, such as the Red Cross, for mass care and welfare shelters during an emergency must be included in the comprehensive school safety plan. See AR 0450 - Comprehensive Safety Plan.

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A *veterans' organization* means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

USE OF SCHOOL FACILITIES (continued)

Note: Education Code 38131 allows the district to grant use of school facilities for other purposes as deemed appropriate. The district may add any other purposes approved by the Governing Board.

10. Other purposes deemed appropriate by the Governing Board

Restrictions

Note: In adopting rules for the management and control of school facilities, districts must be careful to ensure that they do not impose restrictions that may violate constitutionally protected rights. Generally, court decisions have held that districts may not discriminate on the basis of a group's viewpoint, and thus the use of facilities should be granted on a neutral basis. In Good News Club v. Milford Central School, the U.S. Supreme Court held that a district which prohibited a religious club from using school facilities after school hours for activities for which it allowed other community groups to use the school facilities discriminated against the club on the basis of the club's religious viewpoint in violation of the First Amendment to the United States Constitution.

Because federal and state constitutional free speech issues may be involved when a district denies the use of school facilities to certain groups, it is strongly recommended that a district consult with legal counsel before doing so.

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of ~~alcoholic beverages~~ **drugs** or any restricted substances, including tobacco

(cf. 3513.3 - Tobacco-Free Schools)

Note: Pursuant to Business and Professions Code 25608, it is a misdemeanor to possess, consume, sell, give, or deliver any alcoholic beverage to any person in a school building or on school grounds unless a specified exception applies. ~~AB 2073 (Ch. 235, Statutes of 2014) amended Business and Professions Code 25608 to add an exception for cases in which alcohol is served~~ **One such exception is serving alcohol during a special event, pursuant to a license or permit obtained under the Alcohol Beverage Control Act, at district-owned facilities at a time when students are not present. For this purpose, "facilities" include, but are not limited to, office complexes, conference centers, or retreat facilities. Although Business and Professions Code 25608 allows this exception,** ~~t~~**The district should consult legal counsel and/or risk management personnel when determining whether to allow alcohol on district property pursuant to this exception. When a district allows the use of its facilities or grounds for events that may involve the serving or consumption of alcoholic beverages, it is recommended that rules and/or limitations be established to minimize risks to the district and attendees at such events (e.g., requiring security guards and/or additional insurance, limiting the presence of alcoholic beverages to designated areas, limiting the types of beverages and/or how many drinks**

USE OF SCHOOL FACILITIES (continued)

can be served at a time, specifying the time period during which alcoholic beverages may be served). ~~The following optional paragraphs~~ **Item #4 is optional and may be deleted or revised** to reflect any limitations imposed on the facility user.

4. **Any use which involves the possession, consumption, or sale of alcoholic beverages, However, the Superintendent or designee may approve the use of district facilities except for special events approved by the Superintendent or designee pursuant to Business and Professions Code 25608 which are that may involve the acquisition, possession, use, or consumption of alcoholic beverages when the event is covered by a special events permit pursuant to Division 9 of the Business and Professions Code and which will occur at a time when students are generally not on the school grounds. (Business and Professions Code 25608)** Any such use of school facilities shall be subject to any limitations that may be necessary to reduce risks to the district and ensure the safety of participants, as determined by the Superintendent or designee. Applicable limitations shall be clearly stated in the facility use agreement to be signed by the user's representative.

Note: Districts may exclude certain facilities from community use for safety or security reasons. Such facilities might include (1) offices or computer rooms containing records and confidential information and (2) science rooms and other rooms containing hazardous chemicals or equipment that cannot be used safely without special knowledge or skills. The following paragraph is **optional** and may be revised to specify excluded facilities.

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

Note: Pursuant to Education Code 38134, a district is authorized to take the actions specified in the following **optional** paragraph when damage to school facilities or grounds occurs from use by a nonprofit group, organization, club, or association that promotes youth and school activities.

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Note: Education Code 38134 distinguishes the liability and insurance obligations of nonprofit groups, clubs, and associations that promote youth and school activities from those of the district. The district is liable for any injuries resulting from its negligence in the ownership and maintenance of its facilities and grounds and must bear the cost of insuring against these risks and defending itself from related claims.

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall

USE OF SCHOOL FACILITIES (continued)

bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

Note: Pursuant to Education Code 38134, groups that promote youth and school activities cannot be required to sign hold harmless and indemnification agreements agreeing to defend and indemnify the district against liability arising during the group's use of school facilities to the extent that the agreement requires the group to assume liability for the district's negligence. The statute is unclear as to whether the district can require non-youth-related groups to indemnify the district from any and all injuries resulting from the use of the facilities. Districts wishing to create such an agreement should consult legal counsel.

Because hold harmless agreements are only as strong as the groups' credit, districts should generally require proof of insurance in addition to such agreements. When a hold harmless and indemnification agreement appears necessary for any specific school facilities or a specific event, the district's risk manager, insurance carrier, or legal counsel should tailor it to the situation.

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

(4/13 4/15) 6/18

Center Unified SD

Administrative Regulation

Use Of School Facilities

AR 1330

Community Relations

Application for Use of Facilities

Any person applying for the use of any school facilities or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a facilities use statement indicating that they uphold the state and federal constitutions and do not intend to use school premises or facilities to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes:
(Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities, including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youth may participate regardless of religious belief or denomination

7. A community youth center

(cf. 1020 - Youth Services)

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A veterans' organization means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law

2. Any use which is inconsistent with the use of the school facilities for school purposes or which interferes with the regular conduct of school or school work

3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco

(cf. 3513.3 - Tobacco-Free Schools)

The district may exclude certain school facilities from nonschool use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damage caused by the activity. The district may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds. (Education Code 38134)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence when using school facilities. (Education Code 38134)

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facilities being used.

Application for Use of Facilities

Reservations for use of school facilities shall be made as follows:

1. No application for use of school facilities shall be approved until the applicant has signed in triplicate the Application for Use of School Facilities Use Agreement, a facsimile of which is made a part of this policy as Exhibit E 1300, and proof of insurance has been received.
2. All applications for facility use should be made at least three weeks in advance.
3. The person signing the application for a reservation shall assume the responsibility for the actions of the group and shall designate by name and phone number the person or persons in charge of each meeting or activity on school premises.
4. No group shall be allowed a monopoly of any facility. When multiple requests for the same facility occurs, and the facility has not already been committed, the requesting parties will be required to negotiate a compromise. If a compromise cannot be reached, the Superintendent or designee shall mandate a solution.
5. For sporting events, no commitment will be made prior to 60 days before the start of the season.
6. School facilities may not be reserved by any single non-school group for regular use more often than once each week except for youth groups such as Little League.
7. No use permit shall extend for more than one school year. The privilege is renewable and revocable at the discretion of the Board at any time.
8. Applicants shall designate on the application form if an admission charge is to be made.

9. A judgment shall be made by the business office at the time a use agreement is approved whether a charge will be made to the applicant for the use of the school facility and the amount of the charge.

10. If the applicant requests use of a school kitchen, an addendum outlining the Kitchen Use Rules and Regulations will be sent to applicant along with the approved Facility Use Request form. A copy of this addendum is attached as exhibit E 1330(c).

Transportation Equipment

The use of district-owned buses and other vehicles is restricted to the following:

1. Transportation of students, chaperones, employees, and other authorized personnel on official school business and sanctioned school activities. Recreational activities organized and incorporated with the school for students of the district.

2. Transportation of groups for recreational activities organized and conducted by organizations under the control of another public agency. These groups will be charged for the use of the bus at the computed cost of operation of said vehicle. The computed cost is that cost of operation of said vehicle. The computed cost is that cost per mile shown on the most recent annual report on Transportation Form J141, plus standby time for drivers.

3. School Districts

a. When a bus is loaned to a neighboring school district on an emergency basis, they will provide a driver and gasoline. A nominal charge will be made each year in accordance with the Schedule of Charges.

b. When a bus is loaned to another school district, under the California Mutual Aid, on an emergency basis the School District will provide a driver and gasoline. A nominal charge will be made each year in accordance with the Schedule of Charges.

c. A fee for the use of all equipment under the control of the transportation department will be set at the beginning of each year.

Right to Refuse Use

The district reserves the right to refuse permission for the use of school facilities and equipment at its own discretion.

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: October 21, 2015 Antelope, California

CSBA Sample

Board Policy

Community Relations

BP 1400(a)

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS

Note: The following **optional** policy may be revised to reflect district practice. Welfare and Institutions Code 18986-18986.30 encourage the development of a comprehensive and collaborative delivery system of services to children and youth at the local level. For further information about establishing collaborative structures among the leadership of local governments, see the Cities, Counties and Schools Partnership's web site.

The Governing Board ~~recognizes that other local government agencies share its concern and responsibility~~ **believes that district efforts to provide a high-quality education for students in the community can be enhanced by collaboration with other government and public agencies that are responsible** for the health, safety, and well-being of children and youth. The ~~Board and Superintendent or designee~~ **district** shall initiate and maintain good working relationships with representatives of ~~these local agencies to maximize student and family access to support services that will help students achieve to their highest potential. in order to help district schools and students make use of the resources which governmental agencies can provide.~~

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.52 - Suicide Prevention)
(cf. 5141.6 - School Health Services)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

[THE REMAINDER OF BP 1400 DELETED AND THE FOLLOWING NEW TEXT ADDED]

Note: In addition to any collaborative efforts that the district may initiate, there are a number of county structures in which district participation is appropriate. For example, if the County Board of Supervisors has established an Interagency Children's Services Coordinating Council pursuant to Welfare and Institutions Code 18986.10-18986.15, that council must include at least one superintendent of a unified school district within the county. In addition, Welfare and Institutions Code 18980-18983.8 provide for the development of a Child Abuse Prevention Coordinating Council within each county and encourage representatives of public and private schools to be included on these councils. Pursuant to Health and Safety Code 130100-130155, counties also have established First 5 County Commissions which work to help children enter school physically and emotionally healthy and ready to succeed.

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

The Board shall initiate or participate in collaborative relationships with city and county elected officials to design and coordinate multi-agency programs that respond to the needs of children and families and provide more efficient use of district and community resources. To further such collaborations, the Board may establish or participate in formal structures for governance teams to regularly meet and discuss issues of mutual concern.

*(cf. 0200 - Goals for the School District)
(cf. 9140 - Board Representatives)*

The Superintendent and appropriate staff shall cooperate with government and public agencies in the planning and implementation of joint projects or activities within the community. The Superintendent or designee may designate a coordinator to ensure effective implementation of the district's responsibilities in any such collaborative project.

In order to identify priorities for services, the Board shall encourage a periodic assessment of children's needs within the community, which may include, but not be limited to, needs based on poverty, child abuse and neglect, poor physical or mental health, substance abuse, violence, homelessness, placement in foster care, or lack of access to child care. The needs assessment should also examine the extent to which those needs are being met through existing services in the district and in the community, the costs of providing those services, and any gaps, delay, or duplication of services.

The Board shall approve the services to be offered by the district, the resources that will be allocated to support collaboration, any use of school facilities for services, and any development or joint use of facilities with other jurisdictions. All agreements with other agencies to coordinate services or share resources shall be in writing. The Board may establish joint powers agreements or memorandums of understanding, when feasible, to formalize the responsibilities and liabilities of all parties in a collaborative activity.

*(cf. 1330 - Use of School Facilities)
(cf. 1330.1 - Joint Use Agreements)
(cf. 3100 - Budget)*

The Superintendent or designee shall work with interagency partners to explore funding opportunities available through each agency, state and national grant programs, and/or private foundations for youth service coordination and delivery.

<p>Note: Education Code 49075 authorizes districts to permit access to student records to any person for whom a parent/guardian has provided written consent; see BP/AR 5125 - Student Records.</p>
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RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

In order to facilitate service delivery or determination of eligibility for services, the district may share information with other appropriate agencies as long as the parent/guardian consents and the information is shared in accordance with laws pertaining to confidentiality and privacy.

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5125 - Student Records)

The Board shall may receive regular reports of progress toward the identified goals of the collaborative effort. The reports may include, but not be limited to, feedback from staff and families regarding service delivery, numbers of children and families served, specific indicators of conditions of children, and indicators of system efficiency and cost effectiveness.

(cf. 0500 - Accountability)

The Board shall communicate with the community about the district's collaborative efforts and the conditions of children within the schools. The Board may advocate for local, state, and national policies, programs, and initiatives designed to improve the conditions of children and youth.

(cf. 1100 - Communication with the Public)

(cf. 1160 - Political Processes)

(cf. 9000 - Role of the Board)

(cf. 9322 - Agenda/Meeting Materials)

Legal Reference:

EDUCATION CODE

8800-8807 Healthy Start support services for children

10900-10914.5 Cooperative community recreation programs

49073 Privacy of student records

49075 Parent/guardian permission for release of student records

49557.2 Sharing of information for MediCal eligibility

HEALTH AND SAFETY CODE

120440 Immunization records; release to local health departments

130100-130155 Early childhood development; First 5 Commission

WELFARE AND INSTITUTIONS CODE

5850-5883 Mental Health Services Act

18961.5 Computerized database; families at risk for child abuse; sharing of information

18980-18983.8 Child Abuse Prevention Coordinating Council

18986-18986.30 Interagency Children's Services Act

18986.40-18986.46 Multidisciplinary services teams

18986.50-18986.53 Integrated day care program

18987.6-18987.62 Family-based services

Management Resources: (see next page)

RELATIONS BETWEEN OTHER GOVERNMENTAL AGENCIES AND THE SCHOOLS (continued)

Management Resources:

CSBA PUBLICATIONS

Expanding Access to High-Quality Preschool Programs: A Resource Guide for School Leaders, rev. April 2008

Educating Foster Youth: Best Practices and Board Considerations, Policy Brief, March 2008

Mental Health Services Act (Proposition 63): Collaborative Opportunity to Address Mental Health, Policy Advisory, October 2007

Maximizing School Board Governance: Community Leadership, 1996

CHILDREN NOW PUBLICATIONS

California Report Card: The State of the State's Children, 2008

CITIES, COUNTIES AND SCHOOLS PARTNERSHIP PUBLICATIONS

Healthy Children, Healthy Communities: An Action Guide for California Communities, 2006

Stretching Community Dollars: Cities, Counties and School Districts Building for the Future, 2006

YOUTH LAW CENTER PUBLICATIONS

Model Form for Consent to Exchange Confidential Information among the Members of an Interagency Collaborative, 1995

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Learning Support: <http://www.cde.ca.gov/ls>

California Department of Public Health: <http://www.cdph.ca.gov>

California Department of Social Services: <http://www.dss.cahwnet.gov>

California State Association of Counties: <http://www.csac.counties.org>

Children Now: <http://www.childrennow.org>

Cities, Counties and Schools Partnership: <http://www.ccspartnership.org>

First 5 California: <http://www.cfcf.ca.gov>

League of California Cities: <http://www.cacities.org>

Youth Law Center: <http://www.ylc.org>

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Center Unified SD

Board Policy

Relations Between Other Governmental Agencies And The Schools

BP 1400

Community Relations

The Governing Board recognizes that agencies at all levels of government share its concern and responsibility for the health, safety, and welfare of youth. The Board and Superintendent or designee shall initiate and maintain good working relationships with representatives of these agencies in order to help district schools and students make use of the resources which governmental agencies can provide.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1020 - Youth Services)
(cf. 1330 - Use of School Facilities)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.5 - Sex Offender Notification)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 5030 - Student Wellness)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.11 - Questioning and Apprehension)
(cf. 5145.12 - Search and Seizure)
(cf. 7131 - Relations with Local Agencies)

The district may enter into agreements with other agencies which involve the exchange of funds or reciprocal services. Such agreements shall be approved by the Board and executed in writing.

Elections/Voter Registration

If a city or county elections official specifically requests the use of a school building as a polling place, the Board shall allow its use for such purpose. The Board may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

(cf. 6111 - School Calendar)

When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to disabled persons. (Elections Code 12283)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The Superintendent or designee shall designate a contact person at each high school for the Secretary of State to contact in order to facilitate the distribution of voter registration forms to eligible students. The Superintendent or designee shall provide the address, phone number, and email address of each contact person to the Secretary of State. (Elections Code 2148)

To encourage students to participate in the elections process when they are eligible, the Superintendent or designee shall determine the most effective means of distributing the voter registration forms provided by the Secretary of State including, but not limited to, distributing the forms at the start of the school year, with orientation materials, at central locations, and/or with graduation materials.

(cf. 6142.3 - Civic Education)

Legal Reference:

EDUCATION CODE

10900-10914.5 Cooperative community recreation programs

12400 Authority to receive and expend federal funds

12405 Authority to participate in federal programs

17050 Joint use of library facilities

17051 Joint use of park and recreational facilities

32001 Fire alarms and drills

32288 Notice of safety plan

35160 Authority of governing boards

35160.1 Broad authority of school districts

48902 Notification of law enforcement agencies

48909 District attorney may give notice student drug use, sale or possession

49305 Cooperation of police and California Highway Patrol

49402 Contracts with city, county or local health departments

49403 Cooperation in control of communicable disease and immunization

51202 Instruction in personal and public health and safety

ELECTIONS CODE

2145-2148 Distribution of voter registration forms

12283 Polling places: schools

WELFARE AND INSTITUTIONS CODE

828 Disclosure of information minors by law enforcement agency

828.1 School district police department; disclosure of juvenile criminal records

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Secretary of State: <http://www.ss.ca.gov>

California Voter Foundation: <http://www.calvoter.org>

Cities, Counties, and Schools Partnership: <http://www.ccspartnership.org>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: February 20, 2008 Antelope, California

CSBA Sample

Board Policy

Administration

BP 2210(a)

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY

Note: The following optional policy may be revised to reflect district practice. ~~Education Code 42605, which granted districts flexibility to use funds received for "Tier 3" categorical programs for any "education purpose," has been repealed by AB 97 (Ch. 47, Statutes of 2013). Pursuant to AB 97, funding for many of the categorical programs affected has been redirected into the new local control funding formula (LCFF) and districts must instead develop a local control and accountability plan (LCAP) that identifies the goals and specific actions the district will take to improve the achievement of all students. For more information about LCFF and its impact on district policies, see CSBA's policy brief Impact of Local Control Funding Formula on Board Policies. For specific requirements related to the LCAP, see BP/AR 0460 Local Control and Accountability Plan.~~

The Governing Board desires to be proactive in communicating its philosophy, priorities, and expectations for the district; clarifying the roles and responsibilities of the Board, Superintendent, and other senior administrators; and setting direction for the district through written policies. However, the Board recognizes that, in the course of operating district schools or implementing district programs, situations may arise which may not be addressed in written policies. **In such situations, or when immediate action is necessary to avoid any risk to the safety or security of students, staff, or district property or to prevent disruption of school operations, the Superintendent or designee shall have the authority to act on behalf of the district in a manner that is consistent with law and Board policies.**

(cf. 0000 - Vision)
(cf. 0100 - Philosophy)
(cf. 0200 - Goals for the School District)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 2110 - Superintendent Responsibilities and Duties)
(cf. 2121 - Superintendent's Contract)
(cf. 3516.5 - Emergency Schedules)
(cf. 9000 - Role of the Board)
(cf. 9310 - Board Policies)

~~In any situation in which immediate action is needed to avoid any risk to the safety or security of district students, staff, or property or disruption to student learning, the Superintendent or designee shall have the authority to act on behalf of the district.~~

As necessary, the Superintendent or designee shall consult with other district staff, including the legal counsel and/or the chief business official, regarding the exercise of this authority.

~~(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516.5 - Emergency Schedules)~~

Any exercise of administrative authority shall be nondiscriminatory and demonstrate the district's commitment to equity in district programs and activities.

ADMINISTRATIVE DISCRETION REGARDING BOARD POLICY (continued)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

The Superintendent shall be accountable to the Board for all areas of operation under his/her authority. As appropriate, tThe Superintendent or designee shall notify the Board as soon as practicable after he/she exercises **this the authority granted under this policy.** The Board president and the Superintendent shall schedule a review of the action at the next regular Board meeting. If the action indicates the need for additions or revisions to Board policies, the Superintendent or designee shall make the necessary recommendations to the Board.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

Legal Reference:

EDUCATION CODE

35010 Control of district, prescription and enforcement of rules

35035 Powers and duties of superintendent

35160 Authority of governing boards

35161 Powers and duties; authority to delegate

35163 Official actions, minutes and journal

Management Resources:

CSBA PUBLICATIONS

Impact of Local Control Funding Formula on Board Policies, Policy Brief, November 2013

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

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Center Unified SD

Board Policy

Administrative Discretion Regarding Board Policy

BP 2210

Administration

The Governing Board desires to be proactive in communicating its philosophy, priorities, and expectations for the district; clarifying the roles and responsibilities of the Board, Superintendent, and other senior administrators; and setting direction for the district through written policies. However, the Board recognizes that, in the course of operating district schools or implementing district programs, situations may arise which may not be addressed in written policies.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 2110 - Superintendent Responsibilities and Duties)

(cf. 9000 - Role of the Board)

(cf. 9310 - Board Policies)

In any situation in which immediate action is needed to avoid any risk to the safety or security of district students, staff, or property or disruption to student learning, the Superintendent or designee shall have the authority to act on behalf of the district.

As necessary, the Superintendent or designee shall consult with other district staff, including the legal counsel and/or the chief business official, regarding the exercise of this authority.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516.5 - Emergency Schedules)

The Superintendent or designee shall notify the Board as soon as practicable after he/she exercises this authority. The Board president and the Superintendent shall schedule a review of the action at the next regular Board meeting. If the action indicates the need for additions or revisions to Board policies, the Superintendent or designee shall make the necessary recommendations to the Board.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

Legal Reference:

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CSBA PUBLICATIONS

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WEB SITES

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California Department of Education: <http://www.cde.ca.gov>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: April 23, 2014 Antelope, California

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3320(a)

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Note: The following **optional** policy and accompanying administrative regulation reflect the claims procedure in the Government Claims Act, ~~also known as the Tort Claims Act~~, pursuant to Government Code 810-996.6. The Act details requirements for the filing of claims against public entities such as school districts.

Government Code 905 specifies certain types of claims which are exempted from the procedures in the Government Claims Act. Pursuant to Government Code 935, a district is authorized to establish its own claims processing procedures for those exempted claims. ~~Government Code 935 authorizes a district to establish its own procedure for the processing of claims which are either excluded from the claims procedures in the Government Claims Act or not listed as exceptions to the Act as specified in Government Code 905.~~ A local claims requirement must be similar to and be no more restrictive than those established by the Government Claims Act. For example, the district's procedures may not allow a longer time for the Board to take action on a claim than the timeline provided for claims under the Government Claims Act. The following policy and accompanying administrative regulation may be revised to reflect district practice.

Because a district's insurance carrier or ~~Joint Powers Authority (JPA)~~ may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, it is **strongly recommended** that, prior to adoption by the Governing Board, this board policy and accompanying administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

The Governing Board desires to ~~ensure that the~~ **conduct** district's operations ~~are conducted~~ in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with ~~law, the Government Claims Act or other applicable state or district procedures, Board policy, and administrative regulation~~ as well as the district's ~~Joint Powers Authority (JPA) agreement or other~~ insurance coverage.

(cf. 3530 - Risk Management/Insurance)

(cf. 5143 - Insurance)

Note: ~~Government Code 935 authorizes a district to establish its own procedure for the processing of claims which are either excluded from the claims procedures in the Government Claims Act or not listed as exceptions to the Act as specified in Government Code 905. A local claims requirement must be similar to and be no more restrictive than those established by the Government Claims Act. For example, the district's procedures may not allow a longer time for the Board to take action on a claim than the timeline provided for claims under the Government Claims Act.~~

~~The following optional paragraph is for use by districts that wish to adopt local requirements and should be modified for consistency with the district's insurance or JPA agreement, as well as advice from the district's legal counsel or risk manager.~~

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Note: The following optional paragraph is for use by districts that choose to establish their own claims procedures for certain types of claims pursuant to Government Code 935.

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or **specifically** excepted by Government Code 905 shall be presented **and acted upon in accordance with district-established procedures** consistent with the manner and time limitations ~~in the Government Claims Act specified in the accompanying administrative regulation~~, unless a procedure for processing such claims is otherwise provided by state or federal law or regulation. **(Government Code 935)**

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

Note: The following paragraph is optional. Government Code 935.4 authorizes, but does not require, the Board to delegate to any employee the authority to allow, compromise, or settle a claim of \$50,000 or less. ~~The following paragraph is optional and b~~**Boards that do not wish to delegate such authority should delete the following paragraph.** Boards that wish to delegate this authority may modify the following paragraph to specify a different employee to whom the authority is delegated and/or an amount less than \$50,000.

~~However, m~~**Management of the defense or settlement of the claim may be subject to contractual requirements contained in the district's insurance policy, memorandum of coverage, or contractual indemnity agreements. Thus, even when the Board has authorized the Superintendent or another employee to settle such claims, the authority is subject to any such requirements or conditions of coverage. The following paragraph is optional and boards that do not wish to delegate such authority should delete the following paragraph.** Boards that wish to delegate this authority may modify the following paragraph to specify a different employee to whom the authority is delegated and/or an amount less than \$50,000.

In accordance with Government Code 935.4, the Board delegates to the Superintendent the authority to allow, compromise, or settle claims of \$50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance **coverage**.

~~This policy applies retroactively to any existing causes of action and/or claims for money and/or damages.~~

Roster of Public Agencies

Note: Government Code 53051 requires public agencies, such as school districts, to register the information specified below, including the names of all Board members, with the Secretary of State and County Clerk. If the information on file is not accurate or if no information is on file, the court may allow a person to proceed with a claim against the district even if the time limit for filing such a claim has expired. Thus, it is imperative that all required information be current and accurate.

~~The Superintendent or designee shall file the information required for the Roster of Public~~

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

~~Agencies with the Secretary of State and the County Clerk. This information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board presiding officer, the Board clerk or secretary, and other members of the Board.~~

Within 10 days of any change in the name of the district, the mailing address of the Board, or the names and addresses of the Board president, the Board clerk or secretary, or other Board members, the Superintendent or designee shall file the updated information with the Secretary of State and the County Clerk. (Government Code 53051)

~~Any changes to such information shall be filed within 10 days after the change has occurred. (Government Code 53051)~~

Legal Reference:

EDUCATION CODE

35200 Liability for debts and contracts

35202 Claims against districts; applicability of Government Code

CODE OF CIVIL PROCEDURE

340.1 Damages suffered as result of childhood sexual abuse

GOVERNMENT CODE

800 Cost in civil actions

810-996.6 Claims and actions against public entities

6500-6536 Joint exercise of powers

53051 Information filed with secretary of state and county clerk

PENAL CODE

72 Fraudulent claims

COURT DECISIONS

Big Oak Flat-Groveland Unified School District v. Superior Court of Tuolumne County, (2018) 21

Cal.App.5th 403

City of Stockton v. Superior Court, (2007) 42 Cal. 4th 730

Connelly v. County of Fresno, (2006) 146 Cal.App.4th 29

CSEA v. South Orange Community College District, (2004) 123 Cal.App.4th 574

CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580

Management Resources:

WEB SITES

California Secretary of State's Office: <http://www.sos.ca.gov>

(3/09 3/10) 7/18

Policy Reference UPDATE Service

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Center Unified SD

Board Policy

Claims And Actions Against The District

BP 3320

Business and Noninstructional Operations

The Governing Board desires to ensure that the district's operations are conducted in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with law, Board policy, and administrative regulation as well as the district's Joint Powers Authority (JPA) agreement or insurance coverage.

(cf. 3530 - Risk Management/Insurance)

(cf. 5143 - Insurance)

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or excepted by Government Code 905 shall be presented consistent with the manner and time limitations in the Government Claims Act, unless a procedure for processing such claims is otherwise provided by state or federal law.

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

In accordance with Government Code 935.4, the Board delegates to the Superintendent the authority to allow, compromise, or settle claims of \$50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance.

This policy applies retroactively to any existing causes of action and/or claims for money and/or damages.

Roster of Public Agencies

The Superintendent or designee shall file the information required for the Roster of Public Agencies with the Secretary of State and the County Clerk. This information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board presiding officer, the Board clerk or secretary, and other members of the Board. (Government Code 53051)

Any changes to such information shall be filed within 10 days after the change has occurred.

(Government Code 53051)

Legal Reference:

EDUCATION CODE

35200 Liability for debts and contracts

35202 Claims against districts; applicability of Government Code

CODE OF CIVIL PROCEDURE

340.1 Damages suffered as result of childhood sexual abuse

GOVERNMENT CODE

800 Cost in civil actions

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CSEA v. Azusa Unified School District, (1984) 152 Cal.App.3d 580

Management Resources:

WEB SITES

California Secretary of State's Office: <http://www.sos.ca.gov>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: June 16, 2010 Antelope, California

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3320(a)

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Note: The following ~~optional administrative regulation reflects Government Claims Act~~ (Government Code 810-996.6) ~~(the Government Claims Act)~~, which sets forth prelitigation requirements and deadlines for claims against public entities, including school districts, as well as statute of limitations and other requirements for lawsuits. In City of Stockton v. Superior Court, the California Supreme Court held that the claim requirements in Government Code 905 **900-915.4** also apply to claims for breach of contract. ~~The court also decided that the phrase "Government Claims Act" is more appropriate than the common phrase "Tort Claims Act."~~

Because a district's insurance carrier or Joint Powers Authority (JPA) may require the district to comply with certain claims management conditions as part of the district's contractual coverage obligation, it is strongly recommended that this administrative regulation be reviewed for consistency with any applicable conditions of coverage. A district's failure to follow those contractual conditions may result in a loss of coverage benefits. The district's risk manager and legal counsel should also be consulted, as appropriate.

Time Limitations

Note: Items #1-2-3 below list timelines for claims presented pursuant to the Government Claims Act. If a claimant misses a deadline for a claim required to be submitted in accordance with item #1 or #3 below, he/she may present an application to present a late claim pursuant to Government Code 911.4; see section below entitled "Late Claims."

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code 905, 911.2)

~~Note: Government Code 905 lists exceptions to the six-month time limitation for the filing of claims and many of the exceptions have specified claim procedures in other statutes. For example, Government Code 905 specifies that claims for the recovery of damages for injuries suffered as a result of childhood sexual abuse are subject to the statute of limitations specified in Code of Civil Procedure 340.1. The statute of limitations in Code of Civil Procedure 340.1 allows claims to be presented before the victim is 26 years old or within three years after the victim discovers that his/her psychological injury is a result of the sexual abuse. This provision applies to claims arising from conduct occurring on or after January 1, 2009.~~

2. Claims for money or damages as authorized in Government Code 905 and not included in item #1 above, ~~including claims for damages to real property~~, shall be filed not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)

Note: Pursuant to Government Code 935, a district may establish its own procedure for the presentation of those claims which are excluded from the Government Claims Act as specified in

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Government Code 905. Optional item #3 below is for use by any district whose board has chosen to exercise the authority to establish district procedures for such claims; see the accompanying Board policy. Item #3 provides six months as the time limitation for filing such claims, which is consistent with the requirement in Government Code 935 that the district's procedure not require a shorter time for presentation of a claim than the time specified in Government Code 911.2. However, the Governing Board has the discretion to adopt a more flexible time limitation and may increase the amount of time allowed for filing such claims. If the Board adopts a more flexible time limitation, the following paragraph should be revised accordingly. In Big Oak Flat-Groveland Unified School District v. Superior Court of Tuolumne County, the appellate court ruled that a claim of childhood sexual abuse, which is excepted from the Government Claims Act pursuant to Government Code 905, should have been presented to the district under the district procedures established pursuant to Government Code 935 prior to the filing of the lawsuit on that claim.

3. In accordance with the Board's authority pursuant to Government Code 935, claims for money or damages which are specifically exempted from the Government Claims Act by Government Code 905 and are not governed by any other claims presentation statute or regulation shall be filed not later than six months after the accrual of the cause of action. (Government Code 905, 911.2, 935)

Receipt of Claims

~~Note: Government Code 53051 requires districts to file information about Governing Board members for the "Roster of Public Agencies" with the Secretary of State and County Clerk. If the information on file is not accurate or if no information is on file, a court may allow a person to proceed with a claim against the district even if the time limit for filing such a claim has expired. See the accompanying Board policy.~~

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the district office or deposited in a post office, **mailbox**, sub-post office, substation, or mail chute, or other ~~like~~ **similar** facility maintained by the U.S. Government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Note: In most circumstances, a district's insurance provider or JPA is responsible for claims management, including investigating, defending, and managing a district's response to a claim presented under the Government Claims Act. The following paragraph requires the Superintendent or designee to immediately forward any claims received to the district's JPA or insurance provider in order to help ensure compliance with any conditions of coverage.

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's **JPA joint powers authority** or insurance carrier in accordance with the applicable conditions of coverage.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Review of Contents of the Claim

Note: ~~Government Code 910.4 no longer requires districts to provide a claim form, however in~~ Most JPAs and insurance carriers provide a **claim** form ~~for these purposes~~. The person submitting the claim need not use the claim form provided by the district, but, **pursuant to Government Code 910 and 910.2**, the claim must contain a signature and all of the information listed **below**. ~~in Government Code 910.~~

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the ~~public~~ **district** employee(s) causing the injury, damage, or loss if known
6. The amount claimed if it totals less than \$10,000 ~~as of the date of the presentation of the claim~~, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a "limited civil case."
7. The signature of the claimant or the person acting on his/her behalf

Notice of Claim Insufficiency

Note: Pursuant to Government Code 911, if the district, or the JPA or insurance carrier acting on the district's behalf, fails to give notice that the claim is insufficient, as specified below, then the district may not later raise that issue as a defense to the claim.

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

Note: Districts should be cautious before rejecting a claim because of insufficiency of information and consult legal counsel and/or the district's JPA or insurance provider, as appropriate. Courts have held that a claim is sufficient as long as enough information is disclosed to allow the district to adequately conduct an investigation of the claim's merits.

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided ~~under~~ **in** the section ~~entitled~~ "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

Note: The reference to item #3 in the following paragraph should be deleted if the district has not established district procedures pursuant to Government Code 935 for claims that are specifically exempted in Government Code 905 or adopted a time limitation that is not less than one year (see the accompanying Board policy and item #3 in the section "Time Limitations" above).

For claims under item #1 **and** #3 in the section ~~entitled~~ "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code **905**, 911.4)

Note: If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its agent should notify the claimant that "no action" was taken because the claim was presented late. If the Board were to state that the claim was "rejected," this would indicate that the Board had accepted the filing of the late claim and taken action to reject it.

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8. (Government Code 911.8)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Note: If the Board formally acts to reject a claim and provides notice of such rejection, the claimant has only six months from the rejection to initiate a lawsuit. If the Board takes no action, the claim is considered to be rejected, but the claimant then has two years to initiate a suit against the district. The notice of rejection must comply with the notification requirements of Government Code 913 unless the claim has no address on it.

Although the Board takes final action on claims as specified below, such action is based on the evaluation of the claim by the district's insurance provider or JPA.

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

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Center Unified SD

Administrative Regulation

Claims And Actions Against The District

AR 3320

Business and Noninstructional Operations

Time Limitations

The following time limitations apply to claims against the district:

1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the Governing Board not later than six months after the accrual of the cause of action. (Government Code 905, 911.2)
2. Claims for money or damages as authorized in Government Code 905 and not included in item #1 above, including claims for damages to real property, shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)

Receipt of Claims

A claim, any amendment thereto, or an application to present a late claim shall be deemed presented and received when delivered to the district office or deposited in a post office, subpost office, substation, or mail chute or other like facility maintained by the U.S. Government, in a sealed envelope properly addressed to the district office with postage paid or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's JPA or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent

3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the public employee(s) causing the injury, damage, or loss if known
6. The amount claimed if it totals less than \$10,000 as of the date of the presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a "limited civil case."
7. The signature of the claimant or the person acting on his/her behalf

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, personally deliver or mail to the claimant, at the address stated in the claim or application, a notice that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided under the section entitled "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

For claims under item #1 in the section entitled "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 911.4)

If the claim is presented late and is not accompanied by an application to present a late

claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8. (Government Code 911.8)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.
2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.
3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.
5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: June 16, 2010 Antelope, California

CSBA Sample

Board Policy

All Personnel

BP 4140(a)

4240

BARGAINING UNITS

4340

Note: Pursuant to Government Code 3544, an employee organization may become the employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of the employees in an appropriate unit wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which members of the unit are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the unit, (2) another employee organization files a challenge to the appropriateness of the unit or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

Pursuant to Government Code 3540.1, the definition of "exclusive representative" includes representation of "all public school employees" other than management and confidential employees, as defined. ~~Thus, employees such as noon-time aides who are neither certificated nor classified employees may be represented.~~

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 9000 - Role of the Board)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Note: Government Code 3550, as added by SB 285 (Ch. 567, Statutes of 2017), prohibits a district from ~~detering or discouraging employees from becoming or remaining members of an employee organization.~~

~~The district shall not deter or discourage employees from becoming or remaining members of an employee organization, impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)~~

BARGAINING UNITS (continued)

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.
2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4301 - Administrative Staff Organization)

(cf. 4312.1 - Contracts)

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Note: Pursuant to Government Code 3543.4, management and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization. The Public Employment Relations Board ultimately determines, based upon the duties of the position, which positions qualify as "management" or "confidential" and thus are excluded from bargaining.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. When represented by an employee organization, that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)

1. *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.

BARGAINING UNITS (continued)

2. *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Membership

Note: ~~Government Code 3550, as added by SB 285 (Ch. 567, Statutes of 2017), prohibits a district from deterring or discouraging employees from becoming or remaining members of an employee organization.~~ Government Code 3550, as amended by SB 866 (Ch. 53, Statutes of 2018), prohibits a district from deterring or discouraging employees or job applicants from authorizing representation by or making dues deductions to an employee organization.

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, **authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not** impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Note: The following paragraph is optional. Government Code 3553, as added by SB 866 (Ch. 53, Statutes of 2018), establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of the membership in an employee organization, the employee should be referred to the employee organization.

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain

BARGAINING UNITS (continued)

from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to Employee Orientations and Contact Information

~~Note: Pursuant to Government Code 3556, as added by AB 119 (Ch. 21, Statutes of 2017), districts are required to provide recognized employee organizations access to new employee orientations, as defined, and to give at least 10 days' notice in advance of any such orientation. However, shorter notice may be provided if an unforeseeable urgency critical to the district's operations prevents giving the required 10 days' notice.~~

~~Government Code 3556 and 3557, as added by AB 119, require that the structure, time, and manner of access to new employee orientations be determined by mutual agreement of the district and employee organization. If the parties fail to reach an agreement regarding the new employee orientation, the negotiations become subject to compulsory interest arbitration. Although districts are required to negotiate how access is provided to employees, they are not required to negotiate the manner in which onboarding is conducted.~~

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

BARGAINING UNITS (continued)

Note: SB 866 (Ch. 53, Statutes of 2018) amended Government Code 3556 to add the following requirement.

The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Note: Pursuant to Government Code 3558, ~~as added by AB 119 (Ch. 21, Statutes of 2017)~~, districts are required to provide recognized employee organizations with specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code 6254.3, which authorizes disclosure of an employee's home address, home telephone number(s), and personal cell phone number to an employee organization unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code 6254.3, ~~as amended by AB 119~~, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.

In *County of Los Angeles v. Service Employees International Union, Local 721*, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information ~~on~~ **in regard to** all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor shall he/she disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or any employee who provides written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone

BARGAINING UNITS (continued)

numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

(cf. 1340 - Access to District Records)

Payment of Dues or Service Fee- Membership Dues or Service Fee or Other Payments to an Employee Organization

Note: Pursuant to Government Code 3546, all employees in a classification represented by an employee organization are required to pay a fee to the employee organization to cover the costs of negotiations, contract administration, and other activities that are germane to its function as the exclusive bargaining representative (i.e., "agency fee" arrangements, which require employees to either join the union or pay a "fair share service fee"). However, the constitutionality of agency fee statutes such as Government Code 3546 is a legal issue currently before the U.S. Supreme Court in Janus v. American Federation of State, County, and Municipal Employees. Bargaining unit employees who choose to join the employee organization pay membership dues, which are deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in Janus v. American Federation of State, County, and Municipal Employees, bargaining unit employees who choose not to join an employee organization may no longer be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, as amended by SB 866 (Ch. 53, Statutes of 2018), an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to him/her by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, as required by Janus v. AFSCME.

As provided in the following section, Education Code 45060 and 45068, as amended by SB 866 (Ch. 53, Statutes of 2018), set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

Specifically, Education Code 45060 and 45168, as amended, provide that the employee organization will handle and process employee written authorizations if it certifies that it has and will maintain individual employee authorizations. When such certification is provided to the district, the employee organization is not required to submit a copy of the written authorization in order for the payroll deductions to be effective, unless there is a dispute about the existence or terms of the written authorization. The employee organization is required to indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization.

When an employee organization declines to provide such certification pursuant to Education Code 45060 and 45168, then the district should request a copy of the employee written authorization before making the payroll deductions. Education Code 45060 and 45168 require that the district honor the terms of the employee's written authorization for payroll deductions, which thus requires the district to first see a copy of such authorization in order to honor its terms.

BARGAINING UNITS (continued)

Pursuant to Education Code 45060 and 45168, as amended, employee requests to cancel or change authorization for payroll deductions must be directed to the employee organization rather than the district.

~~Upon the written request of a recognized employee organization, the Superintendent or designee shall deduct the amount of organization dues or the fair share service fee, determined in accordance with Government Code 3546, from the wages and salary of each employee represented by that employee organization and shall pay that amount to the employee organization. When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168; Government Code 3546)~~

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

BARGAINING UNITS (continued)

~~Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. However, such an employee may be required to pay an amount equal to the service fee to a designated charitable fund. (Government Code 3546.3)~~

~~Each employee organization shall, within 60 days after the end of its fiscal year, provide the Board and the employees who are members of the organization with a detailed financial report consisting of a balance sheet and an operating statement. If the employee organization fails to provide the financial report, the Board may issue an order compelling the organization to provide the financial report or any employee within the organization may petition the Board for such an order. (Government Code 3546.5)~~

~~(cf. 3460—Financial Reports and Accountability)~~

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definition of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

3550-3552 Prohibition on public employers deterring or discouraging union membership

3555-3559 Public employee communication, information and orientation

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6254.3 Disclosure of employee contact information to employee organization

6503.5 Joint powers agencies

53260-53264 Employment contracts

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

BARGAINING UNITS (continued)

Legal Reference: (continued)

COURT DECISIONS

Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448

Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083

County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

(11/11 10/17) 7/18

All Personnel

BP 41 40(a)

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BARGAINING UNITS

4340

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 9000 - Role of the Board)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

The district shall not deter or discourage employees from becoming or remaining members of an employee organization. Neither the district nor the employee organization shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.
2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4301 - Administrative Staff Organization)

(cf. 4312.1 - Contracts)

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust

BARGAINING UNITS (continued)

grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions, but that organization shall not meet and negotiate with the district. For this purpose: (Government Code 3540.1, 3543.4)

1. *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
2. *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Access to Employee Orientations and Contact Information

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed,

BARGAINING UNITS (continued)

the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information on all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor shall he/she disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or any employee who provides written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

(cf. 1340 - Access to District Records)

Payment of Dues or Service Fee

Upon the written request of a recognized employee organization, the Superintendent or designee shall deduct the amount of organization dues or the fair share service fee, determined in accordance with Government Code 3546, from the wages and salary of each employee represented by that employee organization and shall pay that amount to the employee organization. (Education Code 45060, 45168; Government Code 3546)

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. However, such an employee may be required to pay an amount equal to the service fee to a designated charitable fund. (Government Code 3546.3)

BARGAINING UNITS (continued)

BP 41 40(c)
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Each employee organization shall, within 60 days after the end of its fiscal year, provide the Board and the employees who are members of the organization with a detailed financial report consisting of a balance sheet and an operating statement. If the employee organization fails to provide the financial report, the Board may issue an order compelling the organization to provide the financial report or any employee within the organization may petition the Board for such an order. (Government Code 3546.5)

(cf. 3460 - Financial Reports and Accountability)

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definition of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act, especially:

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3543.4 Management position; representation

3545 Appropriateness of unit; basis

3550-3552 Prohibition on public employers deterring or discouraging union membership

3555-3559 Public employee communication, information and orientation

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6254.3 Disclosure of employee contact information to employee organization

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53260-53264 Employment contracts

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34055 Reinstatement of organizational security arrangement

COURT DECISIONS

Janus v. American Federation of State, County and Municipal Employees, Council 31, (7th Cir. 2017) 851 F.3d 746, cert granted Sept. 28, 2017, No. 16-1466

Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083

County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905

Aboud v. Detroit Board of Education, (1977) 431 U.S. 209

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy

adopted: February 21, 2018

CENTER UNIFIED SCHOOL DISTRICT

Antelope, CA

Add

CSBA Sample Board Policy

Certificated Personnel

BP 4161.3(a)

PROFESSIONAL LEAVES

Note: The following ~~optional regulation is~~ **policy** may be subject to collective bargaining agreements.

The Governing Board recognizes that a broad range of experiences can strengthen an employee's ability to meet the educational needs of the district's students.

The ~~Governing Board~~ may grant a **professional** leave of absence ~~of for~~ up to one year to certificated employees for the purpose of permitting study or travel which will benefit the schools and students of the district. No more than one such leave of absence **may** ~~shall~~ be granted **to an employee** in a ~~each~~ seven-year period. (Education Code 44966, **44967**)

(cf. 4131 - Staff Development)

(cf. 4161/4261/4361 - Leaves)

Note: Education Code 44967 requires that an employee serve in the district for at least seven consecutive years preceding the granting of the leave to be eligible for professional leave. Education Code 44967 authorizes the Board to prescribe additional standards of service which ~~shall entitle for~~ granting the employee to the leave of absence. If the Board has established additional criteria, these should be listed here. ~~The following paragraph may be modified to reflect district practice.~~

To be eligible for a **professional** leave of absence for these purposes, ~~the an~~ employee must have served in the district for at least seven consecutive years preceding the **granting of the** leave. ~~No more than one such leave of absence shall be granted in each seven-year period. No other types of leaves shall be considered a break in service for purposes of meeting this requirement and the period of such absence shall not be included as service in computing the seven consecutive years of service required for a professional leave. For this purpose, any prior professional leave taken by an employee shall be deemed a break in the employee's service. No other type of leave authorized by the Board, and no service by the employee for one year or less under a national recognized fellowship or foundation approved by the State Board of Education for research, teaching, or lecturing, shall be deemed a break in the employee's service.~~ (Education Code 44967)

Note: Education Code 44967 authorizes the Board to prescribe additional standards of service which shall entitle the employee to the leave of absence. If the Board has established additional criteria, these should be listed here

Rather than granting a professional leave for a continuous one-year period, ~~t~~The Board may require that ~~such leaves of absence~~ the leave be taken in separate six-month periods or separate quarters, **provided that as long as** the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for a subsequent leave of absence. (Education Code 44966)

PROFESSIONAL LEAVES (continued)

As a condition ~~to~~ **of** being granted ~~such a~~ **professional** leave, the employee shall agree in writing to render service in the district following his/her return for a period equal to twice the period of the leave. (Education Code 44969)

~~Every employee granted a leave of absence for these purposes may be required to perform such services during the leave as the Board and employee agree upon in writing. The Board and employee may agree in writing to have the employee perform services for the district during the professional leave.~~ (Education Code 44968)

~~Compensation during the leave shall be paid in the manner authorized by Education Code 44969 and 44970.~~

Unless the employee agrees in writing with the Board not to receive compensation during the leave, the employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall **not** be ~~not~~ less than the difference between the employee's salary and the salary of a substitute employee **in the position which the employee held prior to the granting of the leave**. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 44968, 44968.5)

Compensation during the leave shall be paid in the manner authorized by Education Code 44969 and 44970.

~~As a condition to being granted leave, the employee shall agree in writing to render service in the district following his/her return for a period equal to twice the period of the leave. (Education Code 44969)~~

At the end of the **professional** leave, the employee shall be reinstated in the position he/she held when the leave was granted, **unless otherwise agreed upon by the employee**. (Education Code 44973)

Legal Reference:

EDUCATION CODE

44966-449736 *Leaves of absence for study or travel*

(10/98) 7/18

Add

CSBA Sample Board Policy

Classified Personnel

BP 4261.3(a)

PROFESSIONAL LEAVES

Note: ~~In districts operating under the merit system, leaves of absence for classified staff pursuant to Education Code 45380-45387 are subject to rules established by the personnel commission. The following optional regulation is subject to collective bargaining agreements. The following optional policy is for use by districts that offer classified employees a leave of absence for purposes of study or retraining, as authorized by Education Code 45380-45387. The policy may be subject to collective bargaining agreements and, in merit system districts, to personnel commission rules.~~

The Governing Board recognizes that a broad range of experiences can strengthen an employee's ability to meet the district's needs.

The ~~Governing~~ Board may grant a **professional** leave of absence ~~for~~ of up to one year to classified employees for the purpose of permitting study or retraining the employee to meet changing conditions within the district. No more than one such leave of absence ~~may shall~~ be granted to an employee in a ~~each~~ seven-year period for purposes of study or three-year period for purposes of retraining. (Education Code 45381, **45382**)

(cf. 4161/4261/4361 - Leaves)

(cf. 4231 - Staff Development)

Note: **Education Code 45382 requires that an employee serve in the district a specified period of time to be eligible for professional leave.** Education Code 45382 authorizes the Governing Board and/or the personnel commission in merit system districts to prescribe additional standards of service which shall entitle the employee to the leave of absence. ~~If additional criteria have been established, the following paragraph may be modified to reflect district practice these should be listed here.~~

To be eligible for a leave for study purposes, the employee must have served in the district for at least seven consecutive years preceding **the granting of the leave.**, ~~unless~~ **If** the leave is for purposes of retraining, ~~in which case~~ the employee must have served in the district for at least three consecutive years **preceding the granting of the leave.** ~~See~~ **Any professional leave of absence granted by the Board shall not be deemed a break in service. However, except** if it will not be included as service in computing service for the granting of any subsequent professional leave. (Education Code 45382)

~~No more than one such leave of absence shall be granted in each seven or three year period.~~
(Education Code 45382)

Note: ~~Education Code 45382 authorizes the Board and/or the personnel commission in merit system districts to prescribe additional standards of service which shall entitle the employee to the leave of absence. If additional criteria have been established, these should be listed here.~~

PROFESSIONAL LEAVES (continued)

Rather than granting a professional leave for a continuous one-year period, ~~The Board may require that such leaves of absence~~ **the leave** be taken in separate six-month periods or in any other appropriate periods, **provided that as long as** the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for qualifying for a subsequent leave of absence. (Education Code 45381)

~~Every employee granted a leave of absence for these purposes may be required to perform such services during the leave as the Board and employee may agree upon in writing.~~ **The Board and employee may agree in writing to have the employee perform services for the district during the professional leave.** (Education Code 45383)

The employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall ~~be not be~~ less than the difference between the employee's salary and the salary of a substitute employee **in the position which the employee held prior to the granting of the leave.** In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 45383)

Compensation during the leave shall be paid in the manner authorized by Education Code 45384.

The Board may grant reimbursement of the costs, including tuition fees, to any ~~permanent~~ classified employee who satisfactorily completes approved training to improve his/her job knowledge, ability, or skill, **as long as the employee is not eligible for reimbursement by another governmental agency, organization, or association.** Programs eligible for reimbursement include, but are not limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings, and other training programs **that are** designed to upgrade the classified service and encourage the retraining of employees who may otherwise be subject to layoff as the result of technological changes. (Education Code 45387)

*Legal Reference:***EDUCATION CODE****45220-45320 Merit system****45380-45387 Leaves of absence for study or retraining, classified personnel**

(10/98) 7/18

Delete

Center Unified SD

Administrative Regulation

Professional Leaves

AR 4261.3
Personnel

The Governing Board may grant a leave of absence of up to one year to classified employees for the purpose of permitting study or retraining the employee to meet changing conditions within the district (Education Code 45381)

(cf. 4161/4261 - Leaves)
(cf. 4231 - Staff Development)

To be eligible for a leave for study purposes, the employee must have served in the district for at least seven consecutive years preceding the leave, unless the leave is for purposes of retraining, in which case the employee must have served in the district for at least three consecutive years. Sick leave shall not be deemed a break in service, except if it will not be included as service in computing service for the granting of any subsequent professional leave. (Education Code 45382)

No more than one such leave of absence shall be granted in each seven or three-year period. (Education Code 45382)

The Board may require that such leaves of absence be taken in separate six-month periods or in any other appropriate periods as long as the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for qualifying for a subsequent leave of absence. (Education Code 45381)

Every employee granted a leave of absence for these purposes may be required to perform such services during the leave as the Board and employee may agree upon in writing. (Education Code 45383)

The employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall be not less than the difference between the employee's salary and the salary of a substitute employee. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 45383)

Compensation during the leave shall be paid in the manner authorized by Education Code 45384.

The Board may grant reimbursement of the costs, including tuition fees, to any

permanent classified employee who satisfactorily completes approved training to improve his/her job knowledge, ability or skill. Programs eligible for reimbursement include, but are not limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings and other training programs designed to upgrade the classified service and encourage the retraining of employees who may otherwise be subject to layoff as the result of technological changes. (Education Code 45387)

Legal Reference:

EDUCATION CODE

45380-45387 Leaves of absence for study or retraining, classified personnel

Regulation CENTER UNIFIED SCHOOL DISTRICT

approved: May 5, 1999 Antelope, California

Add

CSBA Sample Board Policy

Students

BP 5112.5(a)

OPEN/CLOSED CAMPUS

Note: Education Code 44808.5 grants the Governing Board the authority to allow high school students to leave the school campus during lunch. Neither the district, nor its employees or officers are not liable for the conduct or safety and conduct of students who leave under this policy school grounds pursuant to Education Code 44808.5. Districts that maintain high schools may select Option 1 (open campus) or Option 2 (closed campus) below. Districts that do not maintain high schools may delete this policy or select Option 2. The open-campus option does not apply to K-8 school districts.

OPTION 1: Open Campus

In order to give students an opportunity to demonstrate responsibility, **independent judgment**, and positive citizenship, the Governing Board establishes an open campus at all district high schools in which students shall have the privilege of leaving campus during lunch.

Note: The following optional paragraph is for use by districts that choose to impose conditions on the privilege to leave campus during lunch (e.g., based on academic achievement, attendance, and/or grade level) and may be revised to reflect specific district criteria, the process for determining eligibility, and/or the person responsible for enforcement.

The principal or designee shall ensure that students granted this privilege meet any eligibility requirements established by the district.

The district shall send written notification to parents/guardians about the open campus policy at the beginning of the school year along with the parental notification required by Education Code 48980. Such notification shall include the language prescribed by Education Code 44808.5.

(cf. 5145.6—Parental Notifications)

The privilege of open campus may be revoked from individual students for disciplinary reasons.

(cf. 5144—Discipline)

Students shall not leave the school grounds at any other time during the school day without written express permission of their parents/guardians and school authorities. Students who leave school or who fail to return following lunch without authorization shall be **considered to have an unexcused absence and be classified truant** and subject to disciplinary action.

(cf. 5112.1—Exemptions from Attendance)

(cf. 5113—Absences and Excuses)

(cf. 5113.1—Chronic Absence and Truancy)

(cf. 5113.11—Attendance Supervision)

~~OPEN/CLOSED CAMPUS~~ (continued)

(cf. 5113.12 - District School Attendance Review Board)

~~The privilege of open campus may be revoked from The principal or designee may revoke the open campus privilege for individual students for disciplinary reasons.~~

(cf. 5144 - Discipline)

OPTION 2: Closed Campus

Note: The following language is for districts wishing to establish a closed campus.

In order to keep students in a supervised, safe, and orderly environment, the Governing Board establishes a closed campus at all district schools.

Students shall not leave the school grounds at any time during the school day without ~~written~~ **express** permission of ~~their parents/guardians and~~ school authorities. Students who leave school without authorization shall be **considered to have an unexcused absence and be classified truant and** subject to disciplinary action.

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5113.11 - Attendance Supervision)

(cf. 5113.12 - District School Attendance Review Board)

Student handbooks shall fully explain all rules and disciplinary procedures involved in the maintenance of the closed campus.

(cf. 5144 - Discipline)

OPTION 3: Senior Open Campus

Note: The following ~~optional~~ paragraph is for districts that choose to establish a closed campus, but issues lunch passes to seniors who meet certain eligibility criteria.

~~The Governing Board establishes a closed campus at all district schools, however seniors who meet eligibility requirements may use lunch passes to leave campus during the lunch hour. The Board views this program as a way to improve and reward student academic achievement and attendance. Eligibility requirements are based upon academic performance and attendance standards. The open campus privilege may be revoked for seniors who do not meet the eligibility standards.~~

~~Students shall not leave the school grounds at any other time during the school day without~~

OPEN/CLOSED CAMPUS (continued)

~~written permission of their parents/guardians and school authorities. Students who leave school or who fail to return following lunch without authorization shall be classified truant and subject to disciplinary action.~~

Legal Reference:

EDUCATION CODE

35160 Authority of the Bboard

35160.1 Broad authority of school district

44808.5 Permission for ~~pupils~~ students to leave school grounds; notice

48980 Annual notification to parents/guardians

(12/87 6/97) 7/18

CSBA Sample

Administrative Regulation

Students

AR 5141.32(a)

HEALTH SCREENING FOR SCHOOL ENTRY

Note: The following **optional** regulation is for use by districts that offer grades K-1.

Comprehensive Health Screening for Grades K-1

Note: Health and Safety Code 124085 requires students to have a comprehensive health screening within 18 months prior to entry into first grade or within 90 days thereafter, as provided below. At their discretion, districts may revise the following paragraph to require proof of the health screening before the student is admitted to school (kindergarten or grade 1), as recommended by the Child Health and Disability Prevention (CHDP) office of the California Department of Health Care Services (DHCS) in its CHDP School Handbook: School Entry Health Examination Requirements.

Pursuant to Health and Safety Code 124085, evidence of the comprehensive health screening must be provided on a form developed by the DHCS. Districts may obtain the DHCS "Report of Health Examination for School Entry" certification form through the CHDP program office at the local health department or on the CHDP web site.

The parent/guardian of a student in kindergarten or first grade shall submit to the Superintendent or designee a certification form developed by the California Department of Health Care Services (DHCS) and signed by the student's health examiner certifying that the student has completed a comprehensive health screening within 18 months prior to entry into first grade or within 90 days thereafter. (Health and Safety Code 124040, 124085)

(cf. 5111 - Admission)

(cf. 5141.3 - Health Examinations)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

Note: Pursuant to Health and Safety Code 124100, the notification described in the following paragraph must be provided in cooperation with the county's CHDP program established pursuant to Health and Safety Code 124025-124110. The CHDP program provides state-reimbursed health examinations at no cost to eligible students, including those who (1) are certified as eligible to receive Medi-Cal, (2) are not certified as eligible for Medi-Cal but have a family income at or below the level established annually by the DHCS, or (3) are attending a Head Start or State Preschool program. Annual eligibility criteria for the CHDP program are available on the DHCS web site ~~and in its CHDP School Handbook: School Entry Health Examination Requirements~~.

The Superintendent or designee shall notify parents/guardians of all kindergarten students of the requirement to obtain a health screening and of the availability of the Child Health and Disability Prevention (CHDP) program established pursuant to Health and Safety Code 124025-124110 to assist eligible low-income families in obtaining the health screening. (Health and Safety Code 124100)

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

(cf. 5145.6 - Parental Notifications)

Note: The following **optional** paragraph reflects legislative intent in Health and Safety Code 124105 encouraging students to complete the health screening in conjunction with immunizations prior to enrolling in kindergarten. The CHDP School Handbook: School Entry Health Examination Requirements recommends that schools include the parent/guardian notice in the kindergarten registration packet because it has been found to be most effective to collect the certification forms at kindergarten entry.

The notice and certification form shall be included with the notification of immunization requirements provided to parents/guardians prior to their child's enrollment in kindergarten and shall encourage completion of the health screening simultaneously with immunizations. The notice shall also be provided to the parent/guardian of any student who is enrolling in first grade without having attended kindergarten in the district.

(cf. 5141.31 - Immunizations)

In lieu of the certification, the parent/guardian may submit a waiver on a form developed by DHCS indicating that he/she does not want or is unable to obtain a health screening. If the waiver indicates that the parent/guardian was unable to obtain the services, the reasons should be included in the waiver. (Health and Safety Code 124085)

Note: The following **optional** paragraph may be revised to reflect district practice. The CHDP School Handbook: School Entry Health Examination Requirements recommends that the waiver form be provided to parents/guardians upon request rather than distributed with the notification of the health screening requirement.

The waiver form shall be provided to a parent/guardian upon request.

The completed certification form or the waiver shall be maintained in the student's health file or cumulative record. (5 CCR 432)

(cf. 5125 - Student Records)

During the first 90 days of the school year, the Superintendent or designee may contact any parent/guardian of a first-grade student who has not provided either the certification form or the waiver to ensure that the parent/guardian understands the health screening requirement and, if appropriate, his/her possible eligibility for the CHDP program.

The Superintendent or designee shall exclude from school, for not more than five school days, any first-grade student who does not present evidence of a health screening or a waiver on or before the 90th day after entering first grade. The exclusion shall begin on the 91st day after the student's entrance into the first grade, or if school is not in session, then on the next succeeding school day. (Health and Safety Code 124105)

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

Note: Pursuant to Health and Safety Code 124105, the exemptions described in the following paragraph may not exceed five percent of the district's first-grade enrollment.

The Superintendent or designee may exempt a student from exclusion when his/her parents/guardians have been contacted at least twice between the first day and the 90th day after the student's enrollment in first grade and the parents/guardians refuse to provide either a certification form or a waiver. (Health and Safety Code 124105)

(cf. 5112.2 - Exclusions from Attendance)

Oral Health Assessment for Grades K-1

Note: ~~The following optional section reflects Education Code 49452.8, as added by AB 1433 (Ch. 413, Statutes of 2006), which requires certification that a student enrolling in school for the first time, either in kindergarten or first grade, receives an oral health assessment. As required by Education Code 49452.8, the California Department of Education (CDE) has developed a standardized form, available on its web site, to be used by all districts to obtain the certification of the assessment.~~

No later than May 31 of the ~~relevant~~ school year, the parent/guardian of a **any** kindergarten student; or of **any** first-grade student who was not previously enrolled in ~~kindergarten in a public school~~; shall certify that the student has received an oral health assessment. The oral health assessment shall have been performed by a licensed dentist or other authorized dental health professional no earlier than 12 months prior to the date of the student's initial enrollment. ~~The parent/guardian shall submit to the Superintendent or designee a California Department of Education, standardized form which has been completed and signed by the dental health professional.~~ (Education Code 49452.8)

Note: The **California Department of Education (CDE)** has developed a sample parental notification letter, available on its web site, which satisfies the following requirements of Education Code 49452.8.

The Superintendent or designee shall notify parents/guardians **of students in grades K-1** of the oral health assessment requirement. The notification shall, at a minimum, consist of a letter that includes all of the following: (Education Code 49452.8)

1. An explanation of the administrative requirements of the law
2. Information on the importance of primary teeth
3. Information on the importance of oral health to overall health and to learning
4. A toll-free telephone number to request an application for ~~Healthy Families~~, Medi-Cal, or other government-subsidized health insurance programs

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

5. Contact information for county public health departments
6. A statement of privacy applicable under state and federal laws and regulations

Note: The following optional paragraph may be revised to reflect district practice. As required by Education Code 49452.8, the ~~California Department of Education (CDE)~~ has developed a standardized "Oral Health Assessment Form," available on its web site, to be used by all districts to obtain the certification of the assessment.

The notification, ~~along with a copy of the~~ and certification form ~~developed by the California Department of Education~~, shall be provided to parents/guardians when they register their child for school.

~~Following completion of the assessment, t~~The parent/guardian shall submit to the Superintendent or designee ~~a California Department of Education, standardized form a completed certification form~~ which has been ~~completed and signed by the dental health professional.~~

Note: Pursuant to Education Code 49452.8, if parents/guardians are unable to obtain the oral health assessment for any of the reasons specified below, they must instead complete the section of the CDE's ~~certification standardized~~ form indicating why an assessment could not be completed.

~~The student~~ A parent/guardian may be excused from complying with the oral health assessment requirements if ~~his/her parent/guardian~~ he/she indicates on the ~~certification standardized~~ form that ~~it-the assessment~~ could not be completed for any of the following reasons: (Education Code 49452.8)

1. Completion of an assessment poses an undue financial burden on the parent/guardian.
2. The parent/guardian lacks access to a licensed dentist or other dental health professional.
3. The parent/guardian does not consent to an assessment.

Note: The following paragraph is optional. Education Code 49452.8, as amended by SB 379 (Ch. 772, Statutes of 2017), requires the CDE's certification form to include specified information in regard to parental rights related to school site oral health assessments.

If the district hosts a free oral health assessment event at which licensed dentists or other licensed dental health professionals perform school site assessments of students enrolled in the school, any student who has not had an oral health assessment shall be given an assessment unless his/her parent/guardian has indicated on the certification

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

form that he/she does not consent to the student receiving an assessment. However, a student shall not receive dental treatment of any kind without his/her parent/guardian's informed consent for the treatment. (Education Code 49452.8)

Note: The following paragraph is **optional**.

Students who are not assessed, or for whom the parents/guardians fail to return the ~~standardized certification~~ form, shall not be excluded from school attendance.

Note: SB 379 (Ch. 772, Statutes of 2017) amended Education Code 49452.8 to change the date for reporting oral health assessment data, as provided in the following paragraph.

By **July 1** ~~December 31~~ of each year, the Superintendent or designee shall report data on oral health assessments to **the state dental director and/or** the county office of education in accordance with Education Code 49452.8.

The report shall also be provided to the Governing Board. The identity of any student shall not be included in the report.

Legal Reference: (see next page)

HEALTH SCREENING FOR SCHOOL ENTRY (continued)

Legal Reference:

EDUCATION CODE

48985 Notice to parents in language other than English

49060-49079 ~~Pupil~~ **Student** records

49452.8 Oral health assessment

HEALTH AND SAFETY CODE

104395 Child Health and Disability Prevention Program expansion

124025-124110 Child Health and Disability Prevention Program, especially:

124085 Certificate documenting health screening and evaluation services; waiver by parent/guardian

124100 Distribution of program information to parents/guardians of kindergarten children

124105 Exclusions and exemption; legislative intent of notification contents

CODE OF REGULATIONS, TITLE 5

432 Student records

CODE OF REGULATIONS, TITLE 17

6800-6874 Child Health and Disability Prevention Program

Management Resources:

CSBA PUBLICATIONS

~~Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Governance and Policy Services, Policy Brief, February 2007~~

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES PUBLICATIONS

Child Health & Disability Prevention (CHDP) Program: Oral Health Educational Resources for Children and Teens (6-20 years), rev. July 2013

CHDP School Handbook: School Entry Health Examination Requirements, rev. January 2006

WEB SITES

CSBA: <http://www.csba.org>

California Dental Association: <http://www.cda.org>

California Department of Education, Health Services: <http://www.cde.ca.gov/ls/he/hn>

California Department of Health Care Services, Child Health and Disability Prevention Program: <http://www.dhcs.ca.gov/services/chdp>

California Healthy Kids Resource Center: <https://www.ccrcca.org/resources/family-resource-directory/item/california-healthy-kids-resource-center> ~~<http://www.californiahealthykids.org>~~

(3/05 3/07) 7/18

Center Unified SD

Administrative Regulation

Health Screening For School Entry

AR 5141.32

Students

Comprehensive Health Screening for Grades K-1

The parent/guardian of a student in kindergarten or first grade shall submit to the Superintendent or designee a certification form developed by the California Department of Health Care Services (DHCS) and signed by the student's health examiner certifying that the student has completed a comprehensive health screening within 18 months prior to entry into first grade or within 90 days thereafter. (Health and Safety Code 124040, 124085)

(cf. 5111 - Admission)

(cf. 5141.3 - Health Examinations)

The Superintendent or designee shall notify parents/guardians of all kindergarten students of the requirement to obtain a health screening and of the availability of the Child Health and Disability Prevention (CHDP) program established pursuant to Health and Safety Code 124025-124110 to assist eligible low-income families in obtaining the health screening. (Health and Safety Code 124100)

(cf. 5145.6 - Parental Notifications)

The notice and certification form shall be included with the notification of immunization requirements provided to parents/guardians prior to their child's enrollment in kindergarten and shall encourage completion of the health screening simultaneously with immunizations. The notice shall also be provided to the parent/guardian of any student who is enrolling in first grade without having attended kindergarten in the district.

(cf. 5141.31 - Immunizations)

In lieu of the certification, the parent/guardian may submit a waiver on a form developed by DHCS indicating that he/she does not want or is unable to obtain a health screening. If the waiver indicates that the parent/guardian was unable to obtain the services, the reasons should be included in the waiver. (Health and Safety Code 124085)

The waiver form shall be provided to a parent/guardian upon request.

The completed certification form or the waiver shall be maintained in the student's health file or cumulative record. (5 CCR 432)

(cf. 5125 - Student Records)

During the first 90 days of the school year, the Superintendent or designee may contact any parent/guardian of a first-grade student who has not provided either the certification form or the waiver to ensure that the parent/guardian understands the health screening requirement and, if appropriate, his/her possible eligibility for the CHDP program.

The Superintendent or designee shall exclude from school, for not more than five school days, any first-grade student who does not present evidence of a health screening or a waiver on or before the 90th day after entering first grade. The exclusion shall begin on the 91st day after the student's entrance into the first grade, or if school is not in session, then on the next succeeding school day. (Health and Safety Code 124105)

The Superintendent or designee may exempt a student from exclusion when his/her parents/guardians have been contacted at least twice between the first day and the 90th day after the student's enrollment in first grade and the parents/guardians refuse to provide either a certification form or a waiver. (Health and Safety Code 124105)

(cf. 5112.2 - Exclusions from Attendance)

Oral Health Assessment for Grades K-1

No later than May 31 of the relevant school year, the parent/guardian of a kindergarten student, or first-grade student who was not previously enrolled in kindergarten in a public school, shall certify that the student has received an oral health assessment. The oral health assessment shall have been performed by a licensed dentist or other authorized dental health professional no earlier than 12 months prior to the date of the student's initial enrollment. The parent/guardian shall submit to the Superintendent or designee a California Department of Education standardized form which has been completed and signed by the dental health professional. (Education Code 49452.8)

The Superintendent or designee shall notify parents/guardians of the oral health assessment requirement. The notification shall, at a minimum, consist of a letter that includes all of the following: (Education Code 49452.8)

1. An explanation of the administrative requirements of the law
2. Information on the importance of primary teeth
3. Information on the importance of oral health to overall health and to learning
4. A toll-free telephone number to request an application for Healthy Families, Medi-Cal, or other government-subsidized health insurance programs
5. Contact information for county public health departments

6. A statement of privacy applicable under state and federal laws and regulations

The notification and certification form shall be provided to parents/guardians when they register their child for school.

The student may be excused from complying with the oral health assessment if his/her parent/guardian indicates on the standardized form that it could not be completed for any of the following reasons: (Education Code 49452.8)

1. Completion of an assessment poses an undue financial burden on the parent/guardian.
2. The parent/guardian lacks access to a licensed dentist or other dental health professional.
3. The parent/guardian does not consent to an assessment.

Students who are not assessed, or for whom the parents/guardians fail to return the standardized form, shall not be excluded from school attendance.

By December 31 of each year, the Superintendent or designee shall report data on oral health assessments to the county office of education in accordance with Education Code 49452.8.

The report shall also be provided to the Governing Board. The identity of any student shall not be included in the report.

Legal Reference:

EDUCATION CODE

48985 Notice to parents in language other than English

49060-49079 Pupil records

49452.8 Oral health assessment

HEALTH AND SAFETY CODE

104395 Child Health and Disability Prevention Program expansion

124025-124110 Child Health and Disability Prevention Program, especially:

124085 Certificate documenting health screening and evaluation services; waiver by parent/guardian

124100 Distribution of program information to parents/guardians of kindergarten children

124105 Exclusions and exemption; legislative intent of notification contents

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432 Student records

CODE OF REGULATIONS, TITLE 17

6800-6874 Child Health and Disability Prevention Program

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CSBA PUBLICATIONS

Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Governance and Policy Services, Policy Brief, February 2007

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES PUBLICATIONS

CHDP School Handbook: School Entry Health Examination Requirements, rev. January 2006

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Health Services: <http://www.cde.ca.gov/ls/he/hn>

California Dental Association: <http://www.cda.org>

California Department of Health Care Services, Child Health and Disability Prevention Program: <http://www.dhcs.ca.gov/services/chdp>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

Regulation **CENTER UNIFIED SCHOOL DISTRICT**

approved: June 20, 2007 Antelope, California

CSBA Sample

Board Policy

Instruction

BP 6174(a)

EDUCATION FOR ENGLISH LEARNERS

Note: The following policy may be revised to reflect district practice. State and federal law establish requirements for the identification, placement, and education of English learners.

~~Proposition 58 (November 2016) amended Education Code 305.310 to authorize parents/guardians to select a language acquisition program that best suits their child and repealed Education Code 311 thereby eliminating the requirement that parents/guardians request a waiver from the district if they want to enroll their child in a program other than a structured English immersion program. See the section on "Language Acquisition Programs" below.~~

Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced-price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.

In addition, 20 USC 6801-7014 (Title III) provide grant funds that may be used to supplement, but not supplant, funding from other sources for the purpose of ensuring that English learners attain English proficiency and meet the same challenging academic standards that are applicable to all students. During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will expect to see evidence that the district has complied with state and federal requirements. See the CDE web site for FPM compliance monitoring instruments.

For further information regarding English learners, programs, and services, see CDE's publication The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, available on its web site.

The Governing Board intends to provide English learners with challenging curriculum and instruction that ~~develop~~ **maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and while** facilitating student achievement in the district's regular course of study.

~~Note: Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.~~

~~In addition, Education Code 52060 requires the district's local control and accountability plan (LCAP) to include annual goals and specific actions, aligned to state and local priorities, for all students and for each "numerically significant" student subgroup as defined in Education Code 52052, including English learners; see BP/AR 0460 - Local Control and Accountability Plan. The CDE's Roadmap provides an alignment between principles outlined for English learners and the eight state priority areas required in the district's LCAP.~~

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

EDUCATION FOR ENGLISH LEARNERS (continued)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

Note: The following paragraph may be revised to reflect district strategies for parent/guardian and community involvement. Education Code 305, ~~as amended by Proposition 58 (November 2016)~~, requires the district to solicit input on language acquisition programs as part of the parent and community engagement process during the development of the LCAP; see section on "Language Acquisition Programs" below. In addition, if district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, Education Code 52063 requires the establishment of an English learner parent advisory committee to review and comment on the district's LCAP; see the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners.

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

Note: Pursuant to Education Code 60811, in November 2012 the State Board of Education (SBE) adopted state academic content standards for English language development (ELD), aligned with the California Common Core State Standards for English language arts, for students whose primary language is a language other than English. In July 2014, the SBE adopted the English Language Arts/English Language Development Framework aligned to those standards. A supplementary resource, Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, specifies the correspondence between the state ELD standards and the California Common Core State Standards for mathematics and the Next Generation Science Standards.

CDE's Roadmap encourages differentiated instruction and curriculum which are integrated across all subject areas and emphasize inquiry-based learning and critical thinking skills.

English learners shall be provided **differentiated** English language development instruction **which is** targeted to their English proficiency level, **integrated across all subject areas**, and aligned with the state content standards ~~and curriculum framework~~. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, **emphasize inquiry-based learning and critical thinking skills**, and ~~provide assist~~ students ~~with-in accessing to~~ the full educational program.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6171 - Title I Programs)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: Commission on Teacher Credentialing (CTC) leaflet CL-622, *Serving English Learners*, describes requirements pertaining to the qualifications of teachers of English learners. A teacher who is assigned to provide English language development, specially designed academic instruction in English, and/or primary language instruction to English learners must hold an appropriate authorization from the CTC; see AR 4112.22 - Staff Teaching English Learners.

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

Note: The following paragraph **reflects a requirement for use by districts that receive federal Title III funds to improve the education of English learners, and is recommended for use by all districts.** 20 USC 6825 lists the required uses of such funds, including the provision of professional development of sufficient intensity and duration to have a positive and lasting impact on teachers' performance in the classroom. Pursuant to 20 USC 6825, such professional development must not include one-day or short-term workshops and conferences. ~~Districts that do not receive Title III funds may delete or adapt the following paragraph to reflect district practice.~~

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: The following paragraph is optional. The CDE's Roadmap indicates the importance of a supportive and collaborative environment in order for teachers to effectively address the complex needs of English learners.

~~Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.~~

To support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.

EDUCATION FOR ENGLISH LEARNERS (continued)

Identification and Assessment

Note: **The CDE's Roadmap emphasizes the importance of early identification of English learners, as early childhood is a crucial period of time for language development.** Education Code 313 requires any district that has one or more students who are English learners to assess the English language proficiency of those students using a state assessment designated by the SBE. The state ~~is transitioning from the California English Language Development Test (CELDT) to the~~ English Language Proficiency Assessments for California (ELPAC), ~~which are aligned with the 2012 state standards for ELD. The ELPAC will include a~~ **They include an initial test for identifying students who may be English learners and an annual summative assessment, operational in spring 2018,** for determining English learners' level of English proficiency and ~~their progress in acquiring the skills of listening, speaking, reading, and writing in English. The ELPAC's initial screening test for identifying students who may be English learners will be operational July 1, 2018.~~ The CDE also provides a home language survey to be used to identify students who should be tested for English proficiency. See the accompanying administrative regulation for further information about test administration and identification and reclassification criteria.

The Superintendent or designee shall maintain procedures for the ~~accurate~~ **early** identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

Note: In addition to testing the level of English proficiency of English learners, districts are required pursuant to Education Code 60640 to administer the California Assessment of Student Performance and Progress to English learners; see BP/AR 6162.51 - State Academic Achievement Tests. As needed, English learners may be provided with the testing resources (i.e., universal tools, designated supports, and accommodations) specified in 5 CCR ~~853.5 and 853.7~~ **854.1-854.3, as renumbered by Register 2018, No. 4,** during test administration.

Education Code 60640 also authorizes districts to administer a primary language assessment to English learners in grades 2-11 for the purpose of assessing students' competency in reading, writing, and listening in their primary language. The Standards-Based Test in Spanish may be used for this purpose until a test is available that is aligned with the most recent state ELD standards. The new California Spanish Assessment is expected to be operational in the 2018-19 school year.

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR ~~853.5 and 853.7~~ **854.1-854.3**. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR ~~853.5, 853.7~~ **854.1-854.3**)

(cf. 6162.51 - State Academic Achievement Tests)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: The following paragraph is optional. The CDE's Roadmap highlights the importance of formative assessments in order to continually adapt methodologies and instruction to meet the needs of English learners.

~~Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.~~

(cf. 6162.5 - Student Assessment)

Language Acquisition Programs

~~Note: Effective July 1, 2017, Proposition 58 (November 2016) amended Education Code 305-310 and repealed Education Code 311 to authorize parents/guardians to select a language acquisition program that best suits their child. At a minimum, the district must offer a structured English immersion program. It also may offer a dual-language immersion program, transitional and developmental program for English learners, or other language acquisition program as defined in Education Code 306; see the accompanying administrative regulation. Pursuant to 20 USC 6312 and 34 CFR 100.3, parents/guardians have a right to decline or opt their child out of a language acquisition program. The following section may be revised to reflect programs offered by the district. Also see the accompanying administrative regulation.~~

~~Pursuant to Education Code 310, as amended, when the parents/guardians of 30 or more students at a school or 20 or more students in any grade level at the school request a particular language acquisition program, the district shall offer that program at the school site to the extent possible.~~

~~In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)~~

~~Language acquisition programs are educational programs~~ **The district shall offer research-based language acquisition programs** that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. ~~The language acquisition programs provided to students shall be informed by research and shall lead to grade-level proficiency and academic achievement in both English and another language. (Education Code 306; 5 CCR 11300)~~

~~The district shall offer English learners~~ **At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development to ensure that English learners have access to the core academic content standards, including the English language development standards, and become proficient in English.** In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306; **5 CCR 11309**)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: The following **optional** paragraph may be revised to reflect district practice. The Education Code does not define the term "nearly all" for purposes of ensuring that nearly all instruction in the structured English immersion program is provided in English pursuant to Education Code 306. The following paragraph defines "nearly all" as to provide that all classroom instruction be conducted in English except for clarification, explanation, and support as needed. The district could instead establish a minimum percentage of classroom instructional time to be conducted in English or specify the types of courses to be conducted in English and the courses (e.g., science, algebra) to be taught in the student's primary language.

~~For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.~~

Note: Items #1-2 below are **optional** and may be revised to reflect district practice.

~~In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)~~

- ~~1. The district may offer a dual language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.~~

~~(cf. 6142.2 - World/Foreign Language Instruction)~~

- ~~2. The district may offer a transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.~~

Note: The following paragraph is for use by districts that maintain any of grades K-3. Education Code 310, as amended by Proposition 58 (November 2016), requires that language acquisition programs in grades K-3 comply with class size requirements specified in Education Code 42238.02. For further information, see BP 6151 - Class Size.

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

EDUCATION FOR ENGLISH LEARNERS (continued)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, **the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program.** (Education Code 310; **5 CCR 11310**)

(cf. 5145.6 - Parental Notifications)

Note: Pursuant to 5 CCR 11311, as added by Register 2018, No. 20, districts are required to establish a process with specified components for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. See the section "Language Acquisition Programs" in the accompanying administrative regulation.

Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; **5 CCR 11311**)

~~Note: The following paragraph is for use by districts that maintain any of grades K-3. Education Code 310, as amended by Proposition 58 (November 2016), requires that language acquisition programs in grades K-3 comply with class size requirements specified in Education Code 42238.02. For further information, see BP 6151 - Class Size.~~

~~The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)~~

~~*(cf. 6151 - Class Size)*~~

~~Note: Education Code 310, as amended by Proposition 58 (November 2016), requires any district that implements a language acquisition program to distribute the following notification when a student enrolls in school or as part of the annual notification issued pursuant to Education Code 48980.~~

~~At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program (Education Code 310)~~

~~*(cf. 5145.6 - Parental Notifications)*~~

EDUCATION FOR ENGLISH LEARNERS (continued)

Reclassification

~~Note: As amended by Proposition 58 (November 2016), Education Code 305 no longer specifies that enrollment in a structured English immersion program is "not normally intended to exceed one year," nor does it address a timeline for students to be transferred from any other language acquisition program into an English language mainstream classroom. However, an English learner may transfer to an English language mainstream classroom when he/she has developed the English language skills necessary to succeed in an English-only classroom and, based on criteria established pursuant to Education Code 313 and 52164.6, is reclassified as fluent English proficient. See the accompanying administrative regulation. Furthermore, pursuant to 20 USC 6312, 34 CFR 100.3, and 5 CCR 11301, parents/guardians have a right to decline or opt their child out of a language acquisition program.~~

When an English learner is determined ~~pursuant to~~ **based on** state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

Program Evaluation

Note: The following section may be revised to reflect indicators agreed upon by the Governing Board and Superintendent or designee for measuring the effectiveness of the district's educational program for English learners.

Education Code 52061 requires that the annual update of the LCAP include a review of progress toward the goals included in the LCAP, an assessment of the effectiveness of the specific actions described in the LCAP toward achieving the goals, and a description of changes the district will make as a result of this review and assessment.

Pursuant to Education Code 313.2, the CDE is required to annually determine the number of students in each district and school who are, or are at risk of becoming, long-term English learners and to report that information to districts and schools. Definitions of "long-term English learner" and "English learner at risk of becoming a long-term English learner" are contained in Education Code 313.1.

~~The federal Every Student Succeeds Act (ESSA) (P.L. 114 95) repealed 20 USC 6842, thereby eliminating the requirement that districts receiving federal Title III funding (20 USC 6841-6849) reach "annual measurable achievement objectives," including annual increases in the number or percentage of English learners making progress in English proficiency. Instead, 20 USC 6311, as amended by the ESSA, requires the inclusion of a performance indicator on English language proficiency within the state accountability system under Title I.~~

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient

EDUCATION FOR ENGLISH LEARNERS (continued)

3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. **For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309**
56. Progress toward any other goals for English learners identified in the district's LCAP
67. A comparison of current data with data from at least the previous year **in regard to items #1-6 above**
8. **A comparison of data between the different language acquisition programs offered by the district**

The Superintendent or designee ~~also~~ shall **also** provide the Board with regular reports from any district or schoolwide English learner advisory committees.

Legal Reference:

EDUCATION CODE

300-340 English language education, especially:
305-310 Language acquisition programs
313-313.5 Assessment of English proficiency
430-446 English Learner and Immigrant Pupil Federal Conformity Act
33050 State Board of Education waiver authority
42238.02-42238.03 Local control funding formula
44253.1-44253.11 Qualifications for teaching English learners
48980 Parental notifications
48985 Notices to parents in language other than English
52052 Numerically significant student subgroups
52060-52077 Local control and accountability plan
~~52130-52135 Impacted Languages Act of 1984~~
52160-52178 Bilingual Bicultural Act
56305 CDE manual on English learners with disabilities
60603 Definition, recently arrived English learner
~~60605.87 Supplemental instructional materials, English language development~~
60640 California Assessment of Student Performance and Progress
60810-60812 Assessment of language development
~~62005.5~~ **62002.5** Continuation of advisory committee after program sunsets

EDUCATION FOR ENGLISH LEARNERS (continued)*Legal Reference: (continued)*CODE OF REGULATIONS, TITLE 5~~853.5-853.7 Test administration; universal tools, designated supports, and accommodations~~~~853.8 CAASPP and unlisted resources for students with disabilities~~~~854.1-854.3 CAASPP and universal tools, designated supports, and accommodations~~~~854.9 CASSPP and unlisted resources for students with disabilities~~

11300-11316 English learner education

11510-11517.5 California English Language Development Test

11517.6-11519.5 English Language Proficiency Assessments for CaliforniaUNITED STATES CODE, TITLE 20

1412 Individuals with Disabilities Education Act; state eligibility

1701-1705 Equal Educational Opportunities Act

6311 Title I state plan

6312 Title I local education agency plans

6801-7014 Title III, language instruction for English learners and immigrant students

7801 Definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Discrimination prohibited

200.16 Assessment of English learners

COURT DECISIONSValeria G. O. v. Wilson-Davis, (2002) 307 F.3d 1036California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196Teresa P. et al v. Berkeley Unified School District et al., (1989) 724 F.Supp. 698ATTORNEY GENERAL OPINIONS83 Ops.Cal.Atty.Gen. 40 (2000)*Management Resources:*CSBA PUBLICATIONS**English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success**, Governance Brief, February 2018**English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58**, Governance Brief, March 2017**English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners**, Governance Brief, rev. September 2016**English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners**, Governance Brief, July 2016**English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs**, Governance Brief, September 2014CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners**, 2018**Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18**, rev. August 2017**Reclassification Guidance for 2017-18, CDE Correspondence**, April 28, 2017**Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning**, December 2015**Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve**, rev. March 2015*Management Resources continued: (see next page)*

EDUCATION FOR ENGLISH LEARNERS (continued)*Management Resources: (continued)*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS (continued)~~Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014~~~~English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014~~~~Common Core State Standards for Mathematics, rev. 2013~~~~Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013~~~~English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012~~~~Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments~~**THE EDUCATION TRUST- WEST PUBLICATIONS**~~Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018~~~~Unlocking Learning: Science as a Lever for English Learner Equity, January 2017~~**U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**~~Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017~~~~Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017~~~~English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016~~~~English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016~~~~Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015~~~~Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007~~**WEB SITES**CSBA: <http://www.csba.org>California Association for Bilingual Education: <http://www.gocabe.org>California Department of Education: <http://www.cde.ca.gov/sp/el>National Clearinghouse for English Language Acquisition: <http://www.ncela.us>**The Education Trust-West: <https://west.edtrust.org>**U.S. Department of Education: <http://www.ed.gov>

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Center Unified SD

Board Policy

Education For English Learners

BP 6174

Instruction

The Governing Board intends to provide English learners with challenging curriculum and instruction that develop proficiency in English while facilitating student achievement in the district's regular course of study.

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners.

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with the state content standards and curriculum framework. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, and assist students in accessing the full educational program.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6171 - Title I Programs)

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

The district shall provide effective professional development to teachers (including

teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

To support students' English language development, the Superintendent or designee may provide an adult literacy training program that leads to English fluency for parents/guardians and community members.

Identification and Assessment

The Superintendent or designee shall maintain procedures for the accurate identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 853.5 and 853.7. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853.5, 853.7)

(cf. 6152.51 - State Academic Achievement Tests)

Language Acquisition Programs

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

Language acquisition programs are educational programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction

to students on the state-adopted academic content standards, including the English language development standards. The language acquisition programs provided to students shall be informed by research and shall lead to grade-level proficiency and academic achievement in both English and another language. (Education Code 306)

The district shall offer English learners a structured English immersion program to ensure that English learners have access to the core academic content standards, including the English language development standards, and become proficient in English. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. The district may offer a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.

(cf. 6142.2 - World/Foreign Language Instruction)

2. The district may offer a transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.

Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310)

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to

students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

(cf. 5145.6 - Parental Notifications)

When an English learner is determined pursuant to state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

Program Evaluation

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. Progress toward any other goals for English learners identified in the district's LCAP
6. A comparison of current data with data from at least the previous year

The Superintendent or designee also shall provide the Board with regular reports from any district or schoolwide English learner advisory committees.

Legal Reference:

EDUCATION CODE

300-340 English language education, especially:

305-310 Language acquisition programs

313-313.5 Assessment of English proficiency

430-446 English Learner and Immigrant Pupil Federal Conformity Act

33050 State Board of Education waiver authority

42238.02-42238.03 Local control funding formula

44253.1-44253.11 Qualifications for teaching English learners

48980 Parental notifications
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 52130-52135 Impacted Languages Act of 1984
 52160-52178 Bilingual Bicultural Act
 56305 CDE manual on English learners with disabilities
 60603 Definition, recently arrived English learner
 60605.87 Supplemental instructional materials, English language development
 60640 California Assessment of Student Performance and Progress
 60810-60812 Assessment of language development
 62005.5 Continuation of advisory committee after program sunsets
 CODE OF REGULATIONS, TITLE 5
 853.5-853.7 Test administration; universal tools, designated supports, and accommodations
 11300-11316 English learner education
 11510-11517 California English Language Development Test
 UNITED STATES CODE, TITLE 20
 1412 Individuals with Disabilities Education Act; state eligibility
 1701-1705 Equal Educational Opportunities Act
 6311 Title I state plan
 6312 Title I local education agency plans
 6801-7014 Title III, language instruction for English learners and immigrant students
 7801 Definitions
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 100.3 Discrimination prohibited
 200.16 Assessment of English learners
 COURT DECISIONS
 Valeria G. v. Wilson, (2002) 307 F.3d 1036
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Management Resources:

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 English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016
 English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and

Learning, December 2015

Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014

English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014

Common Core State Standards for Mathematics, rev. 2013

Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013

English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017

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English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007

WEB SITES

CSBA: <http://www.csba.org>

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education: <http://www.cde.ca.gov/sp/el>

National Clearinghouse for English Language Acquisition: <http://www.ncela.us>

U.S. Department of Education: <http://www.ed.gov>

Policy CENTER UNIFIED SCHOOL DISTRICT
adopted: September 20, 2017 Antelope, California

CSBA Sample

Administrative Regulation

Instruction

AR 6174(a)

EDUCATION FOR ENGLISH LEARNERS

Definitions

~~Note: The following section reflects definitions in Education Code 306, as amended by Proposition 58 (November 2016).~~

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

***Designated English language development* means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)**

***Integrated English language development* means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)**

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

Note: Education Code 52164.1 and 5 CCR 11307 require the district to administer a home language survey to all enrolled students. A sample home language survey form in English and Spanish is available on the California Department of Education's (CDE) web site.

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

EDUCATION FOR ENGLISH LEARNERS (continued)

Note: When the home language survey indicates that a student's proficiency in English should be tested, Education Code 313 requires the district to administer a state assessment of English language proficiency. ~~When fully operational in 2018,~~ The English Language Proficiency Assessments for California (ELPAC) ~~will be~~ **are** used for initial identification of language proficiency and subsequently for annual assessment of language proficiency.

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be **initially** assessed for English proficiency using the ~~state's designated English language proficiency test for initial identification~~ **English Language Proficiency Assessments for California (ELPAC)**. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment of the ~~state's designated English language proficiency test~~ **ELPAC** shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

Note: 5 CCR ~~11516-11516.6~~ **11518.30-11518.35**, as renumbered by Register 2017, No. 23, specify allowable variations and accommodations in the administration of the state English language proficiency assessment. ~~These variations and accommodations are generally the same as those allowed for other state assessments; see AR 6162.51 - State Academic Achievement Tests.~~

The ~~state assessment~~ **ELPAC** shall be administered in accordance with test publisher instructions and 5 CCR **11518.5-11518.20** ~~11511-11516.6~~. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR ~~11516-11516.6~~ **11518.30-11518.35**.

Note: The Individuals with Disabilities in Education Act (20 USC 1412) requires that students with disabilities be included in all state assessments, including the ~~annual assessment of English language proficiency~~ **ELPAC** as appropriate. English learners with disabilities must be allowed to take the test with accommodations as specified in their individualized education program or Section 504 plan. Pursuant to 5 CCR **11518.30** ~~11516.7~~, students with the most significant cognitive disabilities who cannot participate in the assessment, even with appropriate accommodations, must be given an alternate assessment of English proficiency. 34 CFR 200.16, ~~as amended by 81 Fed. Reg. 86076~~, provides that, if an English learner with a disability is unable to take the assessment with accommodations, the state accountability system must include the student's score on any part(s) of the test for which it is possible to assess the student (i.e., speaking, reading, listening, writing).

Education Code 56305, ~~as amended by AB 99 (Ch. 15, Statutes of 2017), as added by AB 2785 (Ch. 579, Statutes of 2016)~~, requires CDE to develop, by ~~July 1, 2018~~, **January 1, 2019**, a manual providing guidance on identifying, assessing, supporting, and reclassifying English learners with disabilities.

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used

EDUCATION FOR ENGLISH LEARNERS (continued)

during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR ~~11518.25-11518.35~~ ~~11516-11516.7~~; 20 USC 1412)

(cf. 6159 - Individualized Education Program)

(cf. ~~6152.51~~ **6162.51** - State Academic Achievement Tests)

(cf. 6164.6 - Identification and Education Under Section 504)

Note: The remainder of this section specifies notifications that must be sent to parents/guardians regarding assessment results and available programs for English learners. The CDE has developed sample notification letters, available on its web site in multiple translations, to notify parents/guardians of the initial identification of a student as an English learner or as initially fluent English proficient and to notify them of the results of an annual assessment.

Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to their parents/guardians must be written in English and in the primary language and may be answered by the parent/guardian in either language.

The Superintendent or designee shall notify parents/guardians of their child's results on the ~~state's English language proficiency assessment~~ **ELPAC** within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

Note: The following paragraph is for use by districts that receive federal funds under either Title I or Title III for services to English learners, **and may be adapted for use by other districts. Pursuant to Education Code 440 and 20 USC 6312, Such districts receiving Title I or Title III funds are required to provide parents/guardians with notification of their child's identification as an English learner and placement in a language acquisition program. The Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 7012 and moved the notification requirement to 20 USC 6312.**

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code **313.2, 440**; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement

EDUCATION FOR ENGLISH LEARNERS (continued)

3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
 - b. The manner in which the program will meet the educational strengths and needs of the student
 - c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

Note: Education Code 313.2, as amended by AB 81 (Ch. 609, Statutes of 2017), requires that the notice contain information in regard to (1) whether the student is a long-term English learner, or English learner at risk of becoming a long-term English learner, and (2) the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help them develop English proficiency and achieve academic standards. Districts may send an alternate notice if the definitions of long-term English learners and those at risk of becoming long-term English learners used by the district are broader than those defined in Education Code 313.1, the notice states that the definitions utilized by the district are broader, and the notice contains the information specified in item #4 below.

4. **As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards.**
- 4.5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
- 5.6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available

EDUCATION FOR ENGLISH LEARNERS (continued)

- 6.7. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

Language Acquisition Programs

Note: Pursuant to 5 CCR 11311, as added by Register 2018, No. 20, districts are required to establish a process for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. Each school is required to follow the process even when the district provides the language acquisition program at another school site. The following section includes the components of the process required by 5 CCR 11311 and may be expanded to reflect district practice.

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

- 1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.**
- 2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.**
- 3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:**
 - a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program**
 - b. Identify costs and resources necessary to implement any new language**

EDUCATION FOR ENGLISH LEARNERS (continued)

acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals

- c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students attending the school, the school's teachers, and administrators
- d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

Note: Pursuant to 5 CCR 11310, as amended by Register 2018, No. 20, districts are required to notify parents/guardians regarding language acquisition programs at the beginning of each school year or upon a student's enrollment. The following section includes the notice requirements pursuant to 5 CCR 11310.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

- 1. A description of the programs provided, including structured English immersion
- 2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
- 3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
- 4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals

EDUCATION FOR ENGLISH LEARNERS (continued)

5. **The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language**
6. **The process to request establishment of a language acquisition program not offered at the school**
7. **For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.**

Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

Note: Education Code 313 and 52164.6 and 5 CCR 11303 require that the district's reclassification process include, at a minimum, the criteria specified in items #1-4 below. **Additional guidance is available on the CDE's web site.** The district may expand the following list to reflect any additional criteria it has established. ~~The CDE's CELDT Information Guide includes recommendations for assessing each of the following criteria and states that, for a student with disabilities, the student's IEP team or Section 504 team should determine any supplemental criteria to be used.~~

The measures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ~~state's English language proficiency assessment~~ **ELPAC**

EDUCATION FOR ENGLISH LEARNERS (continued)

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

Note: Pursuant to Education Code 313, the fourth criterion requires comparison of student performance on an objective assessment of basic skills that provides an empirically established range of performance of English proficient students of the same age. A letter from the CDE to district superintendents (~~Academic Criterion for~~ **Reclassification Guidance for 2017-18**) dated ~~August 11, 2014~~ **April 28, 2017** clarifies that **the Smarter Balanced Summative Assessment may be used as a local measure of the fourth criterion, or, when a state test of basic skills is unavailable, districts must** ~~may~~ select another ~~measure which may include~~ a local assessment. The CDE correspondence provides examples of appropriate measures and is available on the CDE web site.

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

Note: The following **optional** paragraph may be revised to reflect district practice.

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support ~~to ensure his/her language and academic success.~~

Advisory Committee

Note: The following section should be revised to reflect district practice. Pursuant to 5 CCR 11308, a parent/guardian advisory committee is required for any district with over 50 English learners and for each school with over 20 English learners. Duties of the advisory committee are specified in 5 CCR 11308.

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

EDUCATION FOR ENGLISH LEARNERS (continued)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

1. The development of a ~~district master plan of~~ **for** education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals, and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

Note: The following section is applicable if the district's student enrollment includes at least 15 percent English learners, with at least 50 students who are English learners. Education Code 52063 requires that such districts establish an English learner parent advisory committee to review and comment on the district's local control and accountability plan; see BP 0460 - Local Control and Accountability Plan. 5 CCR 15495 requires this committee to include a majority of parents/guardians of English learners.

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

(cf. 0460 - Local Control and Accountability Plan)

EDUCATION FOR ENGLISH LEARNERS (continued)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

(4/15 3/17) 7/18

Center Unified SD

Administrative Regulation

Education For English Learners

AR 6174
Instruction

Definitions

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English proficiency using the state's designated English language proficiency test for initial identification. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment of the state's designated English language proficiency test shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.6. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11516-11516.6.

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11516-11516.7; 20 USC 1412)

(cf. 6152.51 - State Academic Achievement Tests)

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

The Superintendent or designee shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
 - b. The manner in which the program will meet the educational strengths and needs of the student

- c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable
 - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
- 4. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
 - 5. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available
 - 6. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered

Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they: (5 CCR 11302)

- 1. Demonstrate English language proficiency comparable to that of the district's average native English language speakers
- 2. Recoup any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The measures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

- 1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency

assessment

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student

3. Parent/guardian opinion and consultation

The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.

4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

Advisory Committee

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school. Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners

2. The districtwide needs assessment on a school-by-school basis

3. Establishment of a district program, goals, and objectives for programs and services for English learners

4. Development of a plan to ensure compliance with applicable teacher or aide requirements

5. Administration of the annual language census

6. Review of and comment on the district's reclassification procedures

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

(cf. 0460 - Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: September 20, 2017 Antelope, California

CSBA Sample

Board Bylaw

Board Bylaws

BB 9310(a)

BOARD POLICIES

Note: The following **optional** bylaw may be revised to reflect district practice.

The Governing Board shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians, and the community. ~~Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.~~

(cf. 9000 - Role of the Board)

The Board shall ensure that district policies align with the district's vision and goals, promote student learning and achievement, provide for consistent and fair treatment of students and staff, and proactively address equity and the provision of equal access to opportunities for all students.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0415 - Equity)

(cf. 0460 - Local Control and Accountability Plan)

Note: State and federal laws mandate that districts develop policy or regulations on numerous topics. CSBA maintains a list of mandated policies and also indicates throughout its sample policy manual instances where policy language is mandated.

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements. No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agendas/Meeting Materials)

BOARD POLICIES (continued)

Note: Education Code 35160.5 requires that district policies pertaining to intradistrict open enrollment and extracurricular/cocurricular activities be reviewed annually.

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 6145 - Extracurricular and Cocurricular Activities)

Policy Development and Adoption Process

Note: The following section describes the basic steps in the policy development process and may be revised to reflect district practice. CSBA offers a variety of policy services designed to assist the governance team with this process, including review of district policy manuals, policy development workshops for individual districts and consortia of districts, and manual maintenance services.

The district's policy development process shall include the following basic steps:

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision **statement, new or goals in the local control and accountability plan,** educational research or trends, ~~or a change in the superintendency or Board membership.~~ **The need may also occur as a result of an incident that has arisen in the district, or a recommendation or request from staff, a parent/guardian, or other interested persons.**

~~Note: Information gathered by district staff, as provided in item #2 below, may include sample policies available through CSBA.~~

2. As needed, the Superintendent or designee shall gather fiscal ~~and other~~ data, staff and public input, related district policies, sample policies ~~from the California School Boards Association or other organizations or agencies,~~ and other useful information **and data** to fully inform the Board about ~~the~~ **a particular** issue.

(cf. 1220 - Citizen Advisory Committees)

3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, ~~how the proposed policy may affect student learning,~~ community expectations, staff recommendations, **and**

BOARD POLICIES (continued)

the expected impact of the policy ~~fiscal impact, as well as the policy's impact on student learning and well-being, equity, governance, and the district's fiscal resources~~ and operational efficiency.

4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.

Note: ~~Generally, m~~Most policies are given two readings at a public Board meeting. However, a second reading is **generally** not required by law so it may be waived by the Board. The following paragraph should be modified by districts that only require one reading of policies prior to adoption.

5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

(cf. 9323 - Meeting Conduct)

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

~~*(cf. 9322 - Agenda/Meeting Materials)*~~
(cf. 9323.2 - Actions by the Board)

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or **the desire** to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date **if so** designated by the Board at the time of adoption.

Board Bylaws

The Board shall prescribe and enforce rules for its own ~~government~~ **governance** consistent with state law and regulations. (Education Code 35010)

Bylaws governing Board operations may be developed, adopted, and amended following the same procedures as those used for the adoption or amendment of Board policy.

Administrative Regulations

The Superintendent or designee shall be responsible for developing and enforcing administrative regulations for the operation of the district. Administrative regulations shall

BOARD POLICIES (continued)

be consistent with law and Board policy and shall be designed to promote the achievement of district goals and objectives. Administrative regulations may describe specific actions to be taken, roles and responsibilities of staff, timelines, and/or other ~~necessary~~ provisions. The Superintendent or designee ~~may~~ also ~~may~~ develop procedures manuals, handbooks, or other guides to carry out the intent of Board policy.

When Board policies are amended, the Superintendent or designee shall review corresponding **administrative** regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review and/or approve **administrative** regulations for the purpose of ensuring conformity with the intent of Board policy.

Monitoring and Evaluation

At ~~the any~~ time, ~~a policy is adopted~~, the Board and Superintendent or designee ~~shall~~ **may** determine ~~whether an evaluation that progress reports to the Board on the implementation and/or effectiveness~~ of the policy should be scheduled. ~~and, if so, the Board and Superintendent or designee shall agree upon a timeline and, as applicable,~~ measures for evaluating the effectiveness of the policy in achieving its purpose.

(cf. 0500 - Accountability)

Access to Policies

Note: Districts that are updating their policy manual through CSBA's Manual Maintenance ~~Plus~~ service have the option of accessing their district's policy manual and other legal and management resources through CSBA's GAMUT Online ~~service web site~~.

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. ~~A public copy of the policy manual shall be maintained at the district central office and at each school site. These copies policy manual~~ shall be maintained ~~either~~ electronically **and/or** by paper copy.

(cf. 1113 - District and School Web Sites)
(cf. 1340 - Access to District Records)

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. He/she may determine the appropriate communications strategy depending on the issue. **Policies shall be posted on the district's web site when required by law.**

(cf. 1112 - Media Relations)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

BOARD POLICIES (continued)

(cf. 5145.6 - Parental Notifications)

(cf. 6020 - Parent Involvement)

Suspension of Policies

~~No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.~~

~~*(cf. 2210 - Administrative Discretion Regarding Board Policy)*~~

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35160 Authority of governing boards

35160.5 Annual review of school district policies

35163 Official actions, minutes and journal

35164 Vote requirements

Management Resources:

WEB SITES

CSBA, Policy Services, including Policy Update Service, Governance and Management Using Technology (GAMUT Online), Policy Review Program, Individual District Policy Workshops, Agenda Online, and Manual Maintenance: <http://www.csba.org/ps>

National School Boards Association: ~~<http://www.nsba.org>~~

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Center Unified SD

Board Bylaw

Board Policies

BB 9310

Board Bylaws

The Governing Board shall adopt written policies to convey its expectations for actions that will be taken in the district, clarify roles and responsibilities of the Board and Superintendent, and communicate Board philosophy and positions to the students, staff, parents/guardians and the community. Board policies are binding on the district to the extent that they do not conflict with federal or state law and are consistent with the district's collective bargaining agreements.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 9000 - Role of the Board)

The Board recognizes the importance of maintaining a policy manual that is up to date and reflects the mandates of law. Policies shall be regularly reviewed at a time allocated for this purpose on the agenda of public Board meetings.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agendas/Meeting Materials)

The Board shall review certain policies annually, as required by Education Code 35160.5. If no revisions are deemed necessary, the Board minutes shall nevertheless indicate that the review was conducted. Other policies shall be monitored and reviewed as specified in the policy itself or as needed to reflect changes in law or district circumstances.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 6145 - Extracurricular and Cocurricular Activities)

Policy Development and Adoption Process

The district's policy development process shall include the following basic steps:

1. The Board and/or Superintendent or designee shall identify the need for a new policy or revision of an existing policy. The need may arise from a change in law, a new district vision or goals, educational research or trends, or a change in the superintendency or Board membership. The need may also occur as a result of an incident that has arisen in the district or a recommendation or request from staff or other interested persons.
2. As needed, the Superintendent or designee shall gather fiscal and other data, staff

and public input, related district policies, sample policies from other organizations or agencies, and other useful information to fully inform the Board about the issue.

(cf. 1220 - Citizen Advisory Committees)

3. The Board may hold discussions during a public Board meeting to gain an understanding of the issue and provide initial direction to the Superintendent or designee. The discussion may include, but not be limited to, how the proposed policy may affect student learning, community expectations, staff recommendations, fiscal impact, as well as the policy's impact on governance and operational efficiency.

4. The Board or Superintendent may request that legal counsel review the draft policy as appropriate.

5. The Superintendent or designee shall develop and present a draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. The Board may waive the second reading or may require an additional reading if necessary.

(cf. 9323 - Meeting Conduct)

Only policies formally adopted by a majority vote of the Board shall constitute official Board policy.

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323.2 - Actions by the Board)

The district's policy development process may be revised or expanded as needed based on the issue being considered, the need for more information, or to provide greater opportunities for consultation and public input.

Policies shall become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

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When Board policies are amended, the Superintendent or designee shall review corresponding regulations to ensure that they conform to the intent of the revised policy. In case of conflict between administrative regulation and Board policy, policy shall prevail.

The Board may review and/or approve regulations for the purpose of ensuring conformity with the intent of Board policy.

Monitoring and Evaluation

At the time a policy is adopted, the Board and Superintendent or designee shall determine whether an evaluation of the policy should be scheduled and, if so, shall agree upon a timeline and measures for evaluating the effectiveness of the policy in achieving its purpose.

(cf. 0500 - Accountability)

Access to Policies

The Superintendent or designee shall ensure that all district employees and the public have access to an up-to-date district policy manual. A public copy of the policy manual shall be maintained at the district central office and at each school site. These copies shall be maintained either electronically or by paper copy.

(cf. 1113 - District and School Web Sites)

(cf. 1340 - Access to District Records)

As necessary, the Superintendent or designee shall notify staff, parents/guardians, students, and other stakeholders whenever a policy that affects them is adopted or revised. He/she may determine the appropriate communications strategy depending on the issue.

(cf. 1112 - Media Relations)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

(cf. 6020 - Parent Involvement)

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No Board policy, bylaw, or administrative regulation, or any portion thereof, shall be

operative if it is found to be in conflict with applicable federal or state law or regulations or court decisions. If any portion of a policy is found to be invalid, that invalidity shall not affect other provisions of the policy.

(cf. 2210 - Administrative Leeway in Absence of Governing Board Policy)

Legal Reference:

EDUCATION CODE

35010 Control of district; prescription and enforcement of rules

35160 Authority of governing boards

35160.5 Annual review of school district policies

35163 Official actions, minutes and journal

35164 Vote requirements

Management Resources:

CSBA PUBLICATIONS

Targeting Student Learning: The School Board's Role as Policymaker, 2005

Maximizing School Board Leadership: Policy, 1996

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Bylaw CENTER UNIFIED SCHOOL DISTRICT

adopted: October 18, 2006 Antelope, California