

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)
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**

Wednesday, August 21, 2019 - 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. Student Expulsions/Readmissions (G.C. §54962) | |
| III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION | |
| IV. CLOSED SESSION - 5:30 p.m. | |
| V. OPEN SESSION - CALL TO ORDER - 6:00 p.m. | |
| VI. FLAG SALUTE | |
| VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION | Info/Action |
| VIII. ADOPTION OF AGENDA | Action |
| IX. STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each) | Info |
| 1. Center High School - | |
| 2. McClellan High School - Alyssa Divens | |
| X. ORGANIZATION REPORTS (3 minutes each) | Info |
| 1. CUTA - Venessa Mason, President | |
| 2. CSEA - Marie Huggins, President | |

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 338-6409 at least 48 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

NOTICE: The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the schedule meeting, can be viewed at Center Joint Unified School District, Superintendent's Office, located at 8408 Watt Avenue, Antelope, CA. For more information please call 916-338-6409.

XI. COMMITTEE UPDATES (8 minutes each)		Info
Facilities & Op.	1. Facilities Update - Craig Deason	
XII. REPORTS/PRESENTATIONS (8 minutes each)		Info
Curr & Instr	1. Williams Uniform Complaint Quarterly Reporting - Mike Jordan	
XIII. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA		Public Comments Invited
<p><i>Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board <u>may not</u> discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 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></p>		
XIV. BOARD / SUPERINTENDENT REPORTS (10 minutes)		Info
XV. CONSENT AGENDA (5 minutes)		Action
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.		
Governance	1. Approve Adoption of Minutes from June 12, 2019 Regular Meeting	
Personnel	2. Approve Classified Personnel Transactions	
↓	3. Approve Certificated Personnel Transactions	
Student Services	4. Approve Center JUSD Employees Certified for Expulsion Hearings for 2019/2020 SY	
↓	5. Ratify Memorandum of Understanding Agreement #9 CJUSD-BPP	
↓	6. Ratify Contract with Community Matters	
Special Ed	7. Ratify Professional Service Agreement: Meladee McCarty	
↓	8. Ratify 2019/20 Master Contracts:	
	#004 - Easter Seals Superior CA	
	#006 - Northern CA Preparatory School	
	#009 - Sierra Foothills Academy	
	#011 - Maxim Healthcare	
↓	9. Ratify 2019/20 Individual Service Agreements:	
	ISA #1, 2 Sierra School/Catapult Learning	
	ISA #3 Sierra Foothills Academy	
	ISA #8 Northern CA Preparatory School	
↓	10. Ratify Special Education Local Plan Agency Assurances	
Curr & Instr	11. Ratify Memorandum of Understanding between Sacramento County Office of Education (SCOE) and Center Joint Unified School District for Continuation of the CARE Program at Riles Middle School (contracts for both 7th grade and 8th grade)	
↓	12. Approve Surplus Books to be Recycled/Discarded	
↓	13. Approve Memorandum of Understanding Agreement EMS #19057, between Sacramento County Office of Education (SCOE) and Center Joint Unified School District for Professional Development Support in ELA/ELD	
↓	14. Ratify Memorandum of Understanding (MOU) #20001 between Sacramento County Office of Education (SCOE) and Center Joint Unified School District for Professional Development Support in ELA/ELD	
↓	15. Ratify Service Agreement with CHH-Center for Hearing Health for Hearing Screenings	
↓	16. Approve 2019-2020 Designation of CIF Representatives to League	
↓	17. Approve Memorandum of Understanding between Center Adult School and Capital Adult Education Regional Consortium (CAERC) for Fund E, Program Year 2019-2020	
↓	18. Approve Professional Services Agreement: Suzanne Hayes	
↓	19. Approve Out-of-State Conference: The National Literacy Summit	

- | | | |
|------------------|-----|---|
| Facilities & Op. | 20. | Approve Contract for Professional Consulting Services with Caldwell Flores Winters, Inc. - Regarding New School Construction |
| ↓ | 21. | Approve Contract for Professional Consulting Services with Caldwell Flores Winters, Inc. - Regarding Academy Programs, Pathway Programs & Assist with Application for State Funding |
| ↓ | 22. | Ratify Amendment #1 - Contract with MHL Enterprises to Provide Inspection Services for the Center High School Field Replacement and DSA ADA Restroom Modifications |
| ↓ | 23. | Approve Final Change Order 01 - FieldTurf |
| ↓ | 24. | Approve Notice of Completion - FieldTurf USA Inc. - Field Turf Replacement at Center High School |
| ↓ | 25. | Approve Final Change Order 01 - BRCO, Inc. |
| ↓ | 26. | Approve Notice of Completion - BRCO Constructors, Inc. - ADA Restroom Modernization Project #19-01 |
| ↓ | 27. | Approve Contract with Biondi Paving, Inc. for Removal and Replacement of Asphalt in the District Office Maintenance Yard |
| ↓ | 28. | Approve Agreement between Center Joint Unified School District and Michael's Transportation Service, Inc. |
| ↓ | 29. | Ratify Notice of Completion - Team One Networking - CAT2 Project at Center High School, North Country Elementary School, and Oak Hill Elementary School |
| Business | 30. | Approve Resolution #1/2019-20: Child Development Contract Approval |
| ↓ | 31. | Approve Resolution #2/2019-20: Education Protection Account |
| ↓ | 32. | Approve Good Governance and Program Advisory Services (State Mandates) with Schools Innovations & Achievement (SI&A) |
| ↓ | 33. | Approve Electronic Forms Management Service Agreement with Emics, Inc. DBA Informed K12 |
| ↓ | 34. | Ratify School Business Services Contract with Ryland School Business Consulting |
| ↓ | 35. | Ratify Continuing Development, Inc. Agreement |
| ↓ | 36. | Approve Payroll Orders: July 2018 - June 2019 |
| ↓ | 37. | Approve Payroll Orders: July 2019 |
| ↓ | 38. | Approve Supplemental Agenda (Vendor Warrants): June 2019 |
| ↓ | 39. | Approve Supplemental Agenda (Vendor Warrants): July 2019 |

XVI. BUSINESS ITEMS

- | | | | |
|------------------|----|--|--------|
| Facilities & Op. | A. | <u>Resolution #3/2019-20: Resolution Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for the Center High School Modernization Project Materials</u> | Action |
| ↓ | B. | <u>Resolution #4/2019-20: Resolution Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for the Oak Hill Elementary School Modernization Project</u> | Action |
| ↓ | C. | <u>Resolution #5/2019-20: Resolution of Emergency Declaration for Approval of Qualified Contactor to Perform the Necessary Repair Work</u>
This resolution grants authorization of the Superintendent and/or his designee to take all necessary action to immediately contract for replacement of the HVAC unit at Center High School Theater without competitive bidding. | Action |

↓

D. Agreement between Center Joint Unified School District and Carrier Commercial Services Action

The district would like to enter into a contract with Carrier Commercial Services to replace the HVAC unit at Center High School Theatre.

Business

E. Budget Update For Fiscal Year 2019/20 Action

This is an update to the Board's adoption of the 2019/20 Budget as a result of the State's final budget adoption. Included is the Substantiation of Need for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves per Education Code Section 42127 (a)(2)(B).

Governance

F. Nominations for CSBA Directors-at-Large African American, American Indian, and County Action

Nominations for CSBA Director-at-Large, African American, American Indian, and County are currently being accepted until Saturday, October 5, 2019.

Nominations must be made by a CSBA member board and the nominee must be a board member from a CSBA member district.

↓

G. First Reading: Board Policies/Regulations/Exhibits Action

BP/AR 0420.4 - Charter School Authorization
(BP/AR revised)

Policy updated to delete the legal cite for the Parent Empowerment Act, as the criteria for that program include the Academic Performance Index which is no longer calculated, and to delete the outdated legal cite for California Department of Education (CDE) standards for the identification of academically low-achieving students. Policy also reflects **NEW LAW (SB 126, 2019)** which requires charter schools to comply with the Brown Act, California Public Records Act, and other specified state laws governing transparency and public integrity, and **NEW LAW (AB 406, 2018)** which, for any charter petition submitted on or after July 1, 2019, prohibits the charter school from operating as or by a for-profit corporation or organization. Regulation updated to reflect **NEW LAW (AB 1747, 2018)** which requires that the charter petition include provisions for the development and annual update of a school safety plan.

BP/AR 3250 - Transportation Fees
(BP/AR revised)

Policy updated to reference types of transportation services, in addition to home-to-school transportation, for which fees may be charged. The basis for establishing the amount of the fee deleted in BP since it is addressed in AR. Policy also adds material formerly in AR regarding (1) criteria for determining exemption of transportation fees based on financial need and (2) board certification to the county superintendent of schools that fees have been levied in accordance with law. Regulation reorganized to describe the types of transportation services for which fees are allowed, the amount of the fee, and then exemptions from fees. Material regarding the establishment of fees revised to reflect current practice which is no longer based on the Superintendent of Public Instruction's determination of the statewide average nonsubsidized cost of providing transportation on a publicly owned or operated transit system.

BP 3510 - Green School Operations
(BP revised)

Policy expands best practices for environmental accountability in district programs and operations, including involvement of staff at all levels, use of least toxic pest management practices, compliance with green building standards in any new construction, acquisition of reduced or zero emission school buses, limitation of unnecessary idling of school buses or personal vehicles, implementation of green practices in the district's food services program, and use of green school activities as tools for student learning.

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

BP/AR 3511 - Energy and Water Management

(BP/AR revised)

Policy and regulation updated to reflect recommendations in **NEW STATE GUIDANCE** from CDE, the Division of the State Architect in the Department of General Services, and the State Water Resources Control Board. Policy also deletes green school strategies duplicated in other policies, and adds coordination with local and regional entities to share expertise and resources. Section on "Storm Water Management" deletes specific requirements for "nontraditional MS4 entities" that are subject to the General Permit for Storm Water Discharges to Small Municipal Separate Storm Sewer Systems, and clarifies that districts may also be subject to the Construction General Permit and the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Industrial Activities. Section on "Emergency Interruption of Services" contains material formerly in AR. Regulation expands components of the district's resource management program to include strategies related to outdoor spaces, drought-tolerant habitats, and equipment maintenance and repair. Regulation also adds new section on "Storm Water Management" with examples of best practices and adds new material related to the emergency interruption of services.

AR 3514 - Environmental Safety

(AR revised)

Regulation updated to reflect **NEW LAW (AB 2453, 2018)** which (1) authorizes state facilities modernization grants to be used to update air filtration systems and (2) authorizes districts and schools in communities with a high cumulative exposure to toxic air contaminants to work with air districts and to be eligible for a grant to implement air quality mitigation efforts. Regulation also reflects the July 1, 2019 deadline for completing testing for lead in the drinking water of any school constructed before January 1, 2010, and **NEW LAW (AB 2370, 2018)** which requires a licensed child care center that is located in a building constructed before January 1, 2010 to have its drinking water tested for lead contamination.

BP/AR 3540 - Transportation

(BP revised; AR deleted)

Policy updated to include material formerly in AR regarding the means of transportation, contracts for transportation services, and the option to pay parents/guardians their actual and necessary expenses in transporting the student. Policy also addresses (1) the district's authority to require families to pay a transportation fee, with specified exceptions; (2) the district's authority to transport students without parent/guardian permission when evacuation of students is necessary for their safety; and (3) the installation of a global positioning system on school buses to enhance safety and provide real-time location data. Regulation deleted and key concepts moved to BP.

BP 4119.22/4219.22/4319.22 - Dress and Grooming

(BP revised)

Policy updated to reflect laws which allow employees to appear and dress in a manner consistent with their gender identity, gender expression, or religious creed. Policy also adds material regarding the communication of the district's dress and grooming policy to employees.

BP 5131.2 - Bullying

(BP revised; AR added)

Policy updated and regulation added to reflect **NEW LAW (AB 2291, 2018)** which mandates districts to adopt, on or before December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. Regulation includes material formerly in BP re: bullying prevention measures, staff development, student instruction, reporting, and corrective actions. Regulation also adds definition of bullying and examples of behaviors that may constitute bullying and cyberbullying, and reflects CDE's online training module on bullying developed pursuant to AB 2291.

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

BP/AR 5132 - Dress and Grooming

(BP/AR revised)

Policy updated to address communication of the dress code to students and staff; grant enforcement authority to the principal or designee; prohibit discriminatory enforcement of the dress code, including, but not limited to, discrimination based on gender identity, gender expression, or religious or cultural observance; and address disciplinary action for repeated violations or refusal to comply with the dress code. Policy also provides that the determination of specific items of clothing defined as gang apparel shall be free from bias based on race, ethnicity, national origin, immigration status, or other protected characteristics. Regulation updated to provide general, gender-neutral guidelines for the dress code that may be revised to reflect district practice; add circumstances under which the dress code should be modified for classes, activities, or individual students; and call for collaboration with law enforcement agencies to update definitions of gang-related apparel.

BP 6142.6 - Visual and Performing Arts Education

(BP revised)

Policy updated to reflect revised content standards for visual and performing arts, including media arts, adopted by the State Board of Education in January 2019. Policy incorporates the philosophical foundation, lifelong goals, and artistic processes upon which the state standards are based.

BP 6146.1 - High School Graduation Requirements

(BP revised)

Policy includes minor revision to clarify that immigrant students enrolled in a newcomer program in grades 11-12 may be eligible for an exemption from locally established graduation requirements, regardless of whether they transferred between schools after the completion of the second year of high school.

XVII. ADVANCE PLANNING

Info

a. Future Meeting Dates:

- i. Regular Meeting: Wednesday, September 18, 2019 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747**

b. Suggested Agenda Items:

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 and Instruction

Date: August 7, 2019

Action Item

To: Board of Trustees

Information Item XX

From: Michael Jordan

Director of Curriculum, Instruction and Special Education

Initials: _____ **# Attached Pages:** 1

SUBJECT: Williams Complaint Process Quarter 4 Report

Mr. Jordan will provided the Williams Complaint Quarter 4 Report (April - June) to the Board. There were not complaints filed during the 4th quarter.

RECOMMENDATION: .

Quarterly District Report: *Williams* Uniform Complaint Process (UCP)

Properly submitting this form to SCOE serves as your district's *Williams* UCP Quarterly Complaint Report per *Education Code* § 35186(d). **All fields are required.**

SUBMITTER INFORMATION

Michael Jordan

Director of Curriculum,

916-339-4697

Name

Person submitting form

mikejordan@centerusd.org

Job Title

Phone Number

Include area code

E-mail Address

DISTRICT INFORMATION

Center Joint U.S.D.

2018-19

Quarter 4 (Apr.–Jun.)

School District

Year Covered by This Report

Quarter Covered by This Report

COMPLAINTS

Sufficiency of Textbooks

Total Number of Textbook Complaints Enter 0 if none.	0
Number of Textbook Complaints <u>Resolved</u> Enter 0 if none.	0
Number of Textbook Complaints <u>Unresolved</u> Enter 0 if none.	0

Emergency School Facilities Issues

Total Number of Emergency Facilities Complaints Enter 0 if none.	0
Number of Emergency Facilities Complaints <u>Resolved</u> Enter 0 if none.	0
Number of Emergency Facilities Complaints <u>Unresolved</u> Enter 0 if none.	0

Vacancy or Misassignment of Teachers

Total Number of Vacancy/Misassignment Complaints Enter 0 if none.	0
Number of Vacancy/Misassignment Complaints <u>Resolved</u> Enter 0 if none.	0
Number of Vacancy/Misassignment Complaints <u>Unresolved</u> Enter 0 if none.	0

RESOLUTION OF COMPLAINTS

Briefly summarize the nature of complaints and how they were resolved.

Enter "N/A" if no complaints were received. If you need more space, enter "sent by e-mail" and send your summary to Shannon Hansen with your report.

REPORT INCLUDES ALL COMPLAINTS FOR THIS QUARTER

The number of UCP complaints (textbooks, facilities, and teachers categories) filed for the quarter being reported *MUST* be entered in this report. Please check the box below confirming this:



Includes All UCP Complaints

All UCP complaints for the indicated quarter are being reported—from my district office and all school sites in my district.

By submitting this form, you certify that the information is complete and accurate, and that you have verified the accuracy of the report information by contacting each school in your district. The report includes *ALL* UCP complaints in the above categories received at school sites in the district, plus the district office.

RETURN INSTRUCTIONS

After completing the form in its entirety, save the file and e-mail it to Shannon Hansen at the Sacramento County Office of Education (SCOE): shannonh@scoe.net.

Center Joint Unified School District

Dept./Site: Superintendent's Office
To: Board of Trustees
Date: August 21, 2019
From: Scott A. Loehr, Superintendent
Principal's Initials: _____

AGENDA REQUEST FOR:

Action Item ☒ _____

Information Item _____

Attached Pages _____

SUBJECT: Adoption of Minutes

The minutes from the following meeting are being presented:

June 12, 2019 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 12, 2019

MINUTES

OPEN SESSION - CALL TO ORDER - Trustee Wilson called the meeting to order at 5:01 p.m.

ROLL CALL - Trustees Present: Mrs. Anderson, Mr. Hunt, Mr. J'Beily, Mrs. Pope, Mr. Wilson
(Trustee Hunt participated by phone from Via del Giglio 5, 50123 Florence FI Italy)

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

ADOPTION OF AGENDA - There was a motion to approve the adoption of the agenda as amended: pull Consent Agenda Item #2, move Business Item G to be the first Business Item, move all Business Items and Consent Agenda Items to immediately following the flag salute.

Motion: Pope
Second: Anderson

Vote: General Consent

FLAG SALUTE - led by Craig Deason

BUSINESS ITEMS

G. APPROVED - Resolution #25/2018-19: Resolution Authorizing the Dedication of Real Property to the County of Placer for Street Improvements

Motion: Pope
Second: Anderson

Ayes: Anderson, Hunt, J'Beily, Pope, Wilson
Noes: None

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

BP/E 0420.41 - Charter School Oversight
BP/AR 1312.3 - Uniform Complaint Procedures
AR/E 1312.4 - Williams Uniform Complaint Procedures
AR 1340 - Access to District Records
BP/AR 3100 - Budget
BP/AR 3260 - Fees and Charges
BP/AR 3515.4 - Recovery for Property Loss or Damage
BP/AR 4030 - Nondiscrimination in Employment
AR 4161.1/4361.1 - Personal Illness/Injury Leave
AR 4261.1 - Personal Illness/Injury Leave
BP/AR 5117 - Interdistrict Attendance
AR 5125.2 - Withholding Grades, Diploma and Transcripts

BUSINESS ITEMS (continued)

BP 5127 - Graduation Ceremonies and Activities
E 5145.6 - Parental Notifications
AR 5148 - Child Care and Development
BB/E 9323.2 - Actions by the Board

Motion: Anderson
Second: J'Beily

Ayes: Anderson, Hunt, J'Beily, Pope
Noes: Wilson

B. APPROVED - Declaration of Need for Fully Qualified Educators 2019/2020 SY

Motion: Pope
Second: J'Beily

Vote: General Consent

C. APPROVED - Instructional Materials Adoption Grades K-6, History Social Studies Textbooks

Motion: Anderson
Second: Pope

Vote: General Consent

D. APPROVED - 2019-2020 Local Control and Accountability Plan (LCAP) and Annual Update

Motion: Pope
Second: J'Beily

Vote: General Consent

E. APPROVED - Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Annual Update

Mr. Loehr noted that this replaces the previous LEA plan.

Motion: Anderson
Second: Pope

Vote: General Consent

F. APPROVED - 2019/20 Budget

Motion: Anderson
Second: J'Beily

Vote: General Consent

CONSENT AGENDA

1. Approved Adoption of Minutes from May 15, 2019 Regular Meeting
2. *This item was pulled for separate consideration.*
3. Approved Resolution #27: 2018-19: Delegation of Contracting Powers to the Superintendent
4. Approved Letter of Agreement with EAB Global, Inc.
5. Approved 2019-2020 Board Meeting Schedule
6. Approved 2019-2020 Agreement Renewal for Legal Services - Lozano Smith, Attorneys at Law
7. Approved Classified Personnel Transactions
8. Approved Certificated Personnel Transactions
9. Approved Contract between Center Joint Unified School District and CUTA: July 1, 2019 - June 30, 2022
10. Approved Professional Services Agreement: Andrew McKenzie (Sorren Bennick Productions Incorporated)

CONSENT AGENDA (continued)

11. Approved 2019-20 Memorandum of Understanding with Sacramento County Office of Education for Special Education Related Services
12. Approved 2019-20 Memorandum of Understanding with Sacramento County Office of Education for Continuation of the CARE Program at Center High School
13. Approved 2019-20 Memorandum of Understanding with Sacramento County Office of Education for Continuation of a Community School Program
14. Approved 2019-20 Dual Enrollment Agreement with Sierra College
15. Approved 2019-20 Memorandum of Understanding with Structured Sports Development Program, LLC.
16. Approved 2019-20 Consolidated Application
17. Approved Professional Services Agreement: Jennifer Casellini
18. Approved Professional Services Agreement: Leah Wheeler
19. Approved Out-of-State Workshop: Coaching 101 Workshop, Salt Lake City, Utah (M. Allred - WRC)
20. Approved Education Talent Search Trip: College Tour in San Diego, CA
21. Approved TRIO ETS College Success Academy with Educational Talent Search - WCR
22. Approved Disposal of Surplus Books: from Wilson C. Riles MS Social Studies and Science Depts.
23. Approved Disposal of Surplus Books: from McClellan HS English Dept
24. 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
25. Ratified Correction to RFP #2019-105 Network Equipment E-Rate YR22 from Team One Networking, Inc.
26. Approved Titan School Solutions, Nutrition Services Department Point of Sale Software System
27. Approved Agreement with Ellis & Ellis Sign Systems Illuminated Creations, Inc. for the Center High School Stadium Hall of Fame Walls Project
28. Approved Inspector Services Agreement with MHL Enterprises for the Center High School Field Replacement and ADA Upgrades Project
29. Approved Professional Services Agreement: Renee M. Plummer
30. Approved Payroll Orders: July 2018 - May 2019
31. Approved Supplemental Agenda (Vendor Warrants): May 2019

Motion: Pope
Second: J'Beily

Vote: General Consent

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION

2. Approved Adoption of Minutes from June 5, 2019 Special Meeting

Motion: Anderson
Second: J'Beily

Ayes: Anderson, J'Beily, Pope, Wilson
Noes: None
Abstain: Hunt

Trustee Hunt left the meeting by phone at 5:08 p.m.

COMMITTEE UPDATES

Facilities Committee Update - Craig Deason, Assistant Superintendent of Operations & Facilities, covered the following in Project Updates:

- Switch Upgrade at Oak Hill finished; North Country tomorrow and Friday; Center HS next week
- Center HS Stadium Turf Replacement –
 - Turf removal in progress
 - Drainage tests complete
 - New turf install starts 6/24/19
 - Completion target date is July 19

Trustee Pope thanked Mr. Deason for arranging for the back 40 to be plowed (future school site property next to Riles). She also thanked him for getting the leak behind Riles Middle School worked on.

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

BOARD/SUPERINTENDENT REPORTS

Mrs. Anderson

- wished everyone a great summer.

Mrs. Pope

- wished everyone a great summer.

Mr. J'Beily

- noted that he would like to do a team build at his house.

Mr. Loehr

- noted that we have had a great year.
- noted that they met with CFW again yesterday. They continue to talk about Facility Implementation Plan. He will continue to keep the Board apprised.
- wished everyone a happy summer.

Mr. Wilson

- noted that it has been a pleasure working with everyone.
- wished everyone a great summer.
- was excited to announce that Center HS will have a large JV team this next year.

Mr. Hunt – was not available to report

ADVANCE PLANNING

a. *Future Meeting Dates:*

i. *Regular Meeting: Wednesday, August 21, 2019 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 PFE Road, Roseville, CA 95747*

b. *Suggested Agenda Items: Mr. Loehr noted that All Staff Day will be August 5th at 8:30 am*

ADJOURNMENT – 5:12 pm p.m.

Motion: Pope
Second: J'Beily

Ayes: Anderson, J'Beily, Pope, Wilson
Noes: None
Absent: Hunt

Respectfully submitted,

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

Donald E. Wilson, Clerk
Board of Trustees

Adoption Date

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site:	Personnel Department	Action Item	<u>X</u>
Date:	August 21, 2019	Information Item	<u>-</u>
To:	Board of Trustees	# Attached Pages	<u>1</u>
From:	David Grimes, Director of Personnel and Student Services		

CONSENT AGENDA

Subject: Classified Personnel Transactions

New Hire

Michael Bogacz, Maintenance Worker
 Marisa Digiordano, Office Assistant
 Phally Phay, Noon Duty
 Sean Smillie, Instructional Specialist/PH Autism
 Janelle Smith, Student and Family Support Assistant
 Preenaphun Sonswan-McCarthy, Custodian
 Alyssa Thompson, Instructional Specialist/PH Autism

Promotion

Marchell Smith, Student Outreach Advisor

Resignation

Rajani Chaturvedula, Instructional Assistant
 Jerry Cotton Jr., Campus Monitor
 Arnold Henry Jr., Noon Duty
 Manda May, Instructional Specialist/PH Autism
 Melissa Montes, Student and Family Support Assistant
 Laurie Reynolds, Cafeteria Worker
 Sean Smillie, Instructional Specialist/PH Autism

Recommendation: Approve Classified Personnel Transactions as Submitted

Michael Bogacz has been hired as a Maintenance Worker for the District Office effective July 15, 2019.

Marisa Digiordano has been hired as an Office Assistant for the Family Resource Center effective July 22, 2019.

Phally Phay has been hired as a Noon Duty at North Country Elementary School effective August 7th, 2019.

Sean Smillie has been hired as an Instructional Specialist/PH Autism at North Country Elementary School effective August 7, 2019.

Janelle Smith has been hired as a Student and Family Support Assistant for the Family Resource Center effective July 29, 2019.

Pareenaphun Sonswan-McCarthy has been hired as a Custodian at Center High School effective August 1, 2019.

Alyssa Thompson has been hired as an Instructional Specialist/PH Autism at Oak Hill Elementary School effective August 7, 2019.

Marchell Smith has been promoted to Student Outreach Advisor at McClellan High School effective August 5, 2019.

Rajani Chaturvedula has resigned from her position as Instructional Assistant at Dudley Elementary School effective June 10, 2019.

Jerry Cotton Jr. has resigned from his position as Campus Monitor at McClellan High School effective August 5, 2019.

Arnold Henry Jr. has resigned from his position as Noon Duty at North Country Elementary School effective August 7, 2019.

Manda May has resigned from her position as Instructional Specialist/PH Autism at North Country Elementary School effective August 5, 2019.

Melissa Montes has resigned from her position as Student and Family Support Assistant for the Family Resource Center effective July 26, 2019.

Laurie Reynolds has resigned from her position as Cafeteria Worker at Center High School effective August 6, 2019.

Sean Smillie was scheduled to begin his position of Instructional Specialist/PH Autism at North Country Elementary School on August 7, 2019 but resigned July 10, 2019, prior to his start date.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site:	Personnel Department	Action Item	<u>X</u>
Date:	August 21, 2019	Information Item	
To:	Board of Trustees	# Attached Pages	<u>2</u>
From:	David Grimes, Director of Personnel and Student Services		

CONSENT AGENDA

Subject: Certificated Personnel Transactions

Resignation

Gabriel Read, Center High School
Martha Sandler, Wilson C. Riles Elementary
Orrin Anderson, McClellan High School

Retirement

Cynthia Conidaris, D.O. Annex

New Hires

Holly McClain, Wilson C. Riles Elementary
Amy Limoges, Dudley Elementary
David Beck, Oak Hill Elementary
Ashley Sutter, Oak Hill Elementary
Ashley Baumgart, Center High School
Renee Silva, Wilson C. Riles
Linda Smith, Spinelli Elementary
Maria Turner-Lloveras, Oak Hill Elementary
Sarah Bartz, Wilson C. Riles Elementary
Sean Metcalfe, Center High School
Allison Farlee, Center High School
Karl Machschesfes, Center High School
Matthew Taylor, Center High School
Rajani Chaturvedula, Center High School
Doug Hughey, McClellan High School

Promotion

Tracie Daubenmire, District Annex

Transfer

Mike Ratliff, Wilson C. Riles
Irene Geivett, Wilson C. Riles

Request for Authorization to Employ a Speech Pathologist on a Waiver

Amie Morisette, Curriculum and Instruction

Recommendation: Approve Certificated Personnel Transactions as Submitted

Resignations

Gabriel Read has submitted his intent to resign from his position as Music Teacher, Center High School, effective June 27, 2019.

Martha Sandler has submitted her intent to resign from her position as Art Teacher, Wilson C. Riles, effective June 28, 2019

Orrin Anderson has submitted his intent to resign from his position as Adult Ed. Teacher, McClellan High School, effective May 31, 2019.

Retirement

Cynthia Conidaris is retiring from her position as Program Specialist, D.O. Annex, effective July 31, 2019.

New Hires

Holly McClain has been hired as the Counselor for Wilson C. Riles Middle School effective August 5, 2019.

Maria Turner-Lloveras has been hired as the Counselor for Oak Hill Elementary effective August 5, 2019.

Amy Limoges has been hired as 6th grade teacher for Dudley Elementary effective August 5, 2019.

David Beck has been hired as 1st grade teacher for Oak Hill Elementary effective August 5, 2019.

Ashley Sutter has been hired as 5th grade teacher for Oak Hill Elementary effective

Ashley Baumgart has been hired as the P.E. Teacher for Center High School effective August 5, 2019.

Rene Silva has been hired as the Art teacher for Wilson C. Riles effective August 5, 2019.

Linda Smith has been hired as the Special Ed. Teacher for Spinelli Elementary effective August 5, 2019.

Sean Metcalfe has been hired as the Music Teacher for Center High School effective August 5, 2019..

Allison Farlee has been hired as the Special Ed. Mod/Severe Teacher for Center High School effective August 5, 2019.

Karl Machsches has been hired as the Math Teacher for Center High School effective August 5, 2019.

Matthew Taylor has been hired as the Spanish Teacher for Center High School effective August 9, 2019.

New Hires con't

Rajani Chaturvedula, has been promoted to Business Teacher for Center High School effective August 5, 2019

Doug Hughey has accepted an additional position as Adult Education Teacher for McClellan High School, effective August 5, 2019.

Promotion

Tracie Daubenmire has been promoted to Program Specialist for the District Annex effective August 1, 2019.

Transfer

Mike Ratliff has transferred from P.E. Teacher at Center High School to P.E. Teacher at Wilson C. Riles effective August 5, 2019.

Irene Geivett has transferred from SDC Autism teacher at Center High School to Special Ed. at Wilson C. Riles effective August 5, 2019.

Request for Authorization to Employ a Speech Pathologist on a Credential Waiver

Curriculum and Instruction would like to employ Amie Morisette as a Speech Pathologist at Center High School, Grades 9-12, on a Credential Waiver, effective August 5, 2019.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Student Services

Date: August 21, 2019

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
2019/2020 SY

Each year the Board must certify which district employees may serve as panel chair/members at expulsion hearings. Below are the employees that may serve 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

Ryan Miranda
Lisa Coronado
Allison Kent

RECOMMENDATION: Please approve list as presented.

CONSENT AGENDA

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Family Resource Center

Action Item

To: Board of Trustees

Information Item

Date: 7/8/2019

Attached Pages 2

From: Ryan Miranda

Principal's Initials: RM

SUBJECT

MOU with SCOE Agreement CJUSD-BPP

Implementation of the Mental Health Wellness Education and Training Bullying Prevention Program. The purpose of the Program is to maintain and/or further increase the capacity of districts to implement sustainable bullying prevention programs and strategies by providing training, demonstration sites, technical assistance and support.

Includes funding of \$10,885

RECOMMENDATION: Approve

CONSENT AGENDA

MEMORANDUM OF UNDERSTANDING Agreement #9 CJUSD-BPP

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

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

Once signed by both parties, this MOU is in effect from **July 1, 2019 through June 30, 2020**.

A. SCOE agrees to:

1. Provide a primary contact person for all work under this agreement. The primary contact will be:
 - i. Lindsay Cathcart Pennetta, Project Specialist I
 - ii. 916.228.2565
 - iii. lcathcart@scoe.net
2. Convene meetings and provide consultation, professional development, technical assistance and support.
3. Coordinate with District and demonstration site(s) to implement the Program evaluation plan and related tools.
4. Maintain a website to provide bullying prevention resources and information for students, school personnel, parents and community members (www.sactobullyingprevention.org).

B. The District agrees to:

1. Identify a "District Lead" to act as the point of contact and coordinate activities of the Bullying Prevention Program.
2. Continue adherence to the eligibility requirements used to establish demonstration site(s) as outlined in Attachment 1, which is attached and incorporated herein.
3. **Maintain original** demonstration site(s) to continue implementation of an evidence-based, research validated bullying prevention program for 4th, 5th and/or 6th graders.
4. **For original** demonstration site(s), participate in Program evaluation and reporting, including but not limited to, collecting attendance rates for demonstration site(s), documentation of student demographics, participate in surveys related to the Program, and administer Program related surveys to students, parents and staff.
5. **When feasible**, expand implementation to include additional grade levels and/or sites. Report the number of expansion sites/grade levels, curriculum used, and number of students served.
6. Provide bullying prevention professional development opportunities and refresher trainings in the District for administrators, teachers, support staff, and parents.
7. Attend mandatory meetings, trainings and other events.
8. Disseminate electronic updates, information, and other resources, and promote usage of the BPP Website to school community.
9. Submit a copy of the District Board Policy and Administrative Regulations related to Bullying/Bullying Prevention.
10. Submit a Program work-plan and budget that describes how the allocated funds will be used to implement the Bullying Prevention Program.
11. Submit quarterly reports of activities conducted by district personnel and demonstration site(s) by the 10th day of the month following the end of each quarter. Final report due to SCOE no later than July 31, 2020.

C. Fiscal

SCOE will provide \$10,885 to District to support the District's Bullying Prevention program. District will invoice SCOE quarterly by the fifteenth day of the month following the end of each quarter. SCOE will pay District within 90 days of receipt of the invoice. District must expend all funds by June 30, 2020, and submit a final report and final invoice no later than July 31, 2020.

D. General Terms

1. Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed. This provision shall survive the termination of this agreement.

2. Audit. SCOE or its agent shall have the right to review and to copy any records and supporting documents pertaining to the performance of this MOU. Partner agrees to maintain such records for possible audit for a minimum of five years after final payment, unless a longer period of records retention is stipulated. Partner also agrees to be financially responsible for any audit exceptions that arise related to its performance under this MOU.
3. Independent Agents. This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
4. Nondiscrimination. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, 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.
5. Insurance. All 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 a party to this agreement.
6. Entire Agreement. This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.
7. Execution. The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

For the Sacramento County Office of
Education:
Nancy Herota, Assistant Superintendent

Signature and Date

For the Center Joint Unified School District:
Ryan Miranda, Program Coordinator

 7/15/19

Signature of Superintendent (or Designee) and Date

Attachment 1

Demonstration Sites Criteria

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

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Family Resource Center

Action Item X

To: Board of Trustees

Information Item

Date: July 15, 2019

Attached Pages 5

From: Ryan Miranda

Principal's Initials: 

SUBJECT

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

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

RECOMMENDATION: Approve

Contract DUE BACK BY:	Aug 1, 2019
CM Contract #	4222
Date of Contract:	Jul 18, 2019

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
SSASiLic	First Time Site License - Safe School Ambassadors (SSA)	\$1,000.00
	For: Wilson Riles Middle School Roseville CA	

Deliverables: Allows District employees certified via the SSA Training of Trainers (TOT) to use the Safe School Ambassadors program training and materials to conduct Re-Ignite and Expansion Trainings at each licensed site. Provides licensed sites annual access to 2-hours of program coaching and online SSA Program support resources, as long as the site license is renewed annually and there is a certified trainer onsite.

19 SIA	-\$1000.00
--------	------------

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

SSASiLic	First Time Site License - Safe School Ambassadors (SSA)	\$1,000.00
	For: Dudley Elementary School Antelope CA	

Deliverables: Allows District employees certified via the SSA Training of Trainers (TOT) to use the Safe School Ambassadors program training and materials to conduct Re-Ignite and Expansion Trainings at each licensed site. Provides licensed sites annual access to 2-hours of program coaching and online SSA Program support resources, as long as the site license is renewed annually and there is a certified trainer onsite.

19 SIA	-\$1000.00
--------	------------

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

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

Service Subtotal: \$0.00

Contract	
DUE BACK BY:	Aug 1, 2019
CM Contract #	4222
Date of Contract:	Jul 18, 2019

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: October 22nd and 23rd 2019

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 15-40 NEW Safe School Ambassadors and 3 - 7 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.

19 SIA	-\$6145.00
--------	-------------------

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

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

Contract	
DUE BACK BY:	Aug 1, 2019
CM Contract #	4222
Date of Contract:	Jul 18, 2019

Fax back to
Community Matters
707-823-3373

Client Will fulfill the following obligations:

- Ensure a school or district employee will provide supervision at all times when the CONSULTANT has contact with pupils.
- Return this contract by 8/1/2019 to guarantee CM's availability for the Service(s) on the above date(s). Otherwise, all prior agreements may be voided.

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

Total Price: \$15,000.00

Total Awards & Sponsorships: -\$14,290.00

Total Discount & Other Charges: -\$710.00

Rescheduling or Cancellation:

Once this contract is signed, if Client cancels or reschedules the service, Client could be held responsible for up to 50% of the regular price of the service. If Client cancels or reschedules within 2 weeks of the date of the service, Client could be held responsible for up to 100% of the regular price of the service.

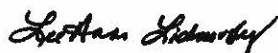
Grand Total: \$0.00

Grant funded schools: Client will be held responsible for the above fees. The funder will be informed of any reschedule or cancellation requests. This could affect grant funding in subsequent years.

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.

Signatures

For Community Matters



LeeAnn Lichnovsky

Date: 7/18/2019

For Client

Signature: 

Date: 7/25/19

Name: Scott A. Loehr

Title: Superintendent

Organization: Center Joint Unified School District

Attachments

- ☒ CM 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
- ☐ SSA TOT Participation Agreement
- ☐ Award Letter
- ☐ SSA Site License Agreement



CONTRACT TERMS

By signing the preceding page of the Community Matters (CM) Contract, Client/Recipient further agrees to comply with the following Terms and Requirements. The same Terms apply to all service sites covered by this Contract.

1. Rescheduling and Cancellation:

Once this contract is signed, if Client cancels or reschedules the service, Client could be held responsible for up to 50% of the regular price of the service. If Client cancels or reschedules within 2 weeks of the date of the service, Client could be held responsible for up to 100% of the regular price of the service.

***Grant funded schools:** Client will be held responsible for the above fees. The funder will be informed of any reschedule or cancellation requests. This could affect grant funding in subsequent years.*

2. Program Tasks:

Prior to service delivery, CM and Client (or Recipient) agreed upon requirements directly related to planning, preparation & carrying out the service(s); proper implementation is critical to the process and without such, it would not be possible to execute our highest level of service and ensure success. This includes but is not limited to providing suitable working space, recruiting and preparing participants (as applicable), providing supplies & equipment, and copying participant handouts from masters supplied by CM, unless noted otherwise.

3. Failure to Perform:

If Client fails to complete or fulfill any of these requirements, CM may (at its sole discretion), at any point up to and including the first day of the training, postpone the training. In such a situation, Client agrees to pay CM the fees specified in Rescheduling or Cancellation above. *Client agrees that CM shall not be liable for costs or consequences beyond its control, including but not limited to weather conditions, traffic or travel delays.*

4. Liability for Services:

Client agrees to indemnify, defend, and hold harmless CM from any and all claims, damages, or liabilities arising from the service(s), provided however that the foregoing indemnification and hold harmless shall not apply to any claims, damages, or liability arising solely from the negligence or willful misconduct of CM or its agents.

CM agrees to indemnify, defend, and hold harmless Client from any and all claims, damages, or liabilities arising from the service(s), provided however that the foregoing indemnification and hold harmless shall not apply to any claims, damages, or liability arising solely from the negligence or willful misconduct of Client or its agents.

5. Non-Disclosure of Program Materials & Training:

As required for delivery of the service(s), CM will provide information and/or materials for participants. Client acknowledges said information/materials and training are the result of extensive research and effort expended by CM and that same are considered by CM to be proprietary and a trade secret. Client warrants that neither its employees, agents, nor participants in this service will under its authority provide, duplicate, or recreate any portion of the training received, without the prior express written consent of CM.

Any audio, photographic or video recording of the service(s) is expressly prohibited, except for public relations purposes; total length of recorded segments may not exceed 15 minutes without prior written permission from CM.

***SSA ONLY-** If applicable: Client/Recipient is provided with program materials as part of the training to support the Safe School Ambassadors Program. CM hereby grants Client a limited and non-exclusive license to use these materials at and only at the school site receiving the training. Materials are not to be copied for any person(s) who are not serving as Safe School Ambassadors, Family Group Facilitators, or Program Advisors.*

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: **SPECIAL EDUCATION**

Date: **August 1, 2019**

Action Item **X**

To: **Board of Trustees**

Information Item

From: **Mike Jordan**

Attached Pages **2**

Director of Curriculum, Instruction and Special Education

Initials: **moj**

SUBJECT: PROFESSIONAL SERVICE AGREEMENT

CONSULTANT'S NAME: **Meladee McCarty**

COMPANY NAME (if applicable)

SERVICE(S) TO BE RENDERED: **Provide OI assessments, reports, attendance at IEPs & consultations, a minimum of four times per school year. Prepare documentation for Low Incidence Funding should the student need specialized equipment to provide access to the curriculum.**

DATE(S) OF SERVICE: **08/01/2019-06/30/2020**

PAYMENT PER HOUR: **\$100/hour**

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

FUNDING SOURCE: **01-6500-0-5800-102-5750-1180-019-000**

RECOMMENDATION: **CJUSD Board of Trustees Ratify Professional Service Agreement with: Meladee McCarty during the 2019/20 fiscal year.**



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

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 29 day of July, 2019, 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: 12970 Self Esteem Lane, Galt, CA 95632

Phone: (209) 601-2940 Taxpayer ID #: -

*Full description of services to be provided:

Student assessments, reports, attendance at IEPs, Low Incidence funding request for materials, adapted-spezilized for access to the curriculum, consultation with teachers, staff, parents and other professionals (OT, PT, etc) & support as needed

*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: 08/01/2018 *Frequency of Service Dates: as IEP indicates

*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 # 01-6500-0-5800-102-5750-1180-019-000

Reason service cannot be provided by a District employee:

Signature of CONTRACTOR*: <u>Meladee McCarty</u>	Date*: <u>7.29.19</u>
Signature of District employee requesting service: <u>Matt Jordan</u>	Date: <u>7/29/19</u>
Date Board of Trustees Approved (if over \$500.00): _____	Date: _____
Personnel Approval (if cleared to start): _____	Date: _____
Signature of Accounting Supervisor: _____	Date: _____

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

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.

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. <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) ▶ 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 12970 Self Esteem LN	Requester's name and address (optional)
	6 City, state, and ZIP code Galt CA 95632	
	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:

- 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 ▶ <i>Meladee McCarty</i>	Date ▶ <i>7.29.19</i>
-----------	---	-----------------------

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.

**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>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is the individual already an employee of the district in another capacity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Has the individual performed substantially the same services for the district as an employee in the past? <i>Is the individual retired, returning to substitute, or train, etc.?</i>	<input type="checkbox"/>	<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 type="checkbox"/>	<input checked="" type="checkbox"/>
6. Does the district have the legal right to control the method of performance by this individual? <i>Consider whether the district has to train this individual or give instruction as to when, where, how, and in what order to work. Does the district require the individual to submit reports or perform the services at a district site? These factors would indicate the district maintains control sufficient for an employer/employee relationship. However, it is <u>not necessary</u> that the district exercise this right or have the expertise required to do so. In many cases this would not be practical nor advisable.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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>	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>
9. Does the district have a continuing relationship with this individual? <i>Is this a "one shot deal" or will the district continue to use this individual in the future? This could be on an infrequent or irregular basis but a continuous relationship exists.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Can this relationship be terminated without the consent of <u>both</u> parties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

PART II - continued

	YES	NO
<p>11. Does the individual operate an independent 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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>14. Is this paid by the job or on a commission?</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: SPECIAL EDUCATION

Date:

Action Item ☒

To: Board of Trustees

Information Item

From: Mike Jordan

Attached Pages - 49

Director of Curriculum, Instruction and Special Education

Initials: MOJ

SUBJECT: Master Contracts for Non-Public Schools

Please ratify the following Master Contracts:

#004 - Easter Seals Superior CA

#006 - Northern CA Preparatory School

#009 - Sierra Foothills Academy

#011 - Maxim Healthcare

RECOMMENDATION: CJUSD Board of Trustees Ratify Master Contracts

SACRAMENTO COUNTY SELPA

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

CENTER JOINT UNIFIED SCHOOL
DISTRICT

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

CENTER JOINT UNIFIED SCHOOL

District DISTRICT
Contract Year 2019-2020

x Nonpublic School
 Nonpublic Agency

Type of Contract:

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

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

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

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

TABLE OF CONTENTS

I. GENERAL PROVISIONS

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

II. ADMINISTRATION OF CONTRACT

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

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	11
22. GENERAL PROGRAM OF INSTRUCTION	12
23. INSTRUCTIONAL MINUTES	13
24. CLASS SIZE	13
25. CALENDARS	14
26. DATA REPORTING	15
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	15
28. STATEWIDE ACHIEVEMENT TESTING	15
29. MANDATED ATTENDANCE AT LEA MEETINGS	15
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	16
31. STUDENT DISCIPLINE	18
32. IEP TEAM MEETINGS	18

33. SURROGATE PARENTS AND FOSTER YOUTH	19
34. DUE PROCESS PROCEEDINGS	19
35. COMPLAINT PROCEDURES	19
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	20
37. TRANSCRIPTS	20
38. LEA STUDENT CHANGE OF RESIDENCE	21
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	21
40. PARENT ACCESS	21
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	21
42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS	22
43. STATE MEAL MANDATE	23
44. MONITORING	23

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	24
46. STAFF QUALIFICATIONS	24
47. CALSTRS RETIREMENT REPORTING	25
48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	25
49. STAFF ABSENCE	26
50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	26

V. HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY	27
52. FACILITIES AND FACILITIES MODIFICATIONS	27
53. ADMINISTRATION OF MEDICATION	27
54. INCIDENT/ACCIDENT REPORTING	28
55. CHILD ABUSE REPORTING	28
56. SEXUAL HARASSMENT	28
57. REPORTING OF MISSING CHILDREN	28

VI. FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	29
59. RIGHT TO WITHHOLD PAYMENT	30
60. PAYMENT FROM OUTSIDE AGENCIES	31
61. PAYMENT FOR ABSENCES	31
62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	32
63. INSPECTION AND AUDIT	32
64. RATE SCHEDULE	33
65. DEBARMENT CERTIFICATION	34

EXHIBIT A: RATES (NON-PUBLIC SCHOOL (NPS) ONLY)	36
EXHIBIT B: RATES (NON-PUBLIC AGENCY (NPA) ONLY)	39

2019-2020

CONTRACT NUMBER: 006

LEA: CENTER JOINT UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Northern CA Preparatory School

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2019, between the CENTER JOINT UNIFIED SCHOOL DISTRICT (hereinafter referred to as the local educational agency "LEA" or "District") and NORTHERN CALIFORNIA PREPARATORY SCHOOL (nonpublic, nonsectarian school or agency, hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Master Contract does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable Federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and LEA specifically agree, in writing, that, taking into consideration all of the surrounding facts and circumstances, a policy or policies, or a portion of a policy, does/do not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR'S failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2019 to June 30, 2020 unless otherwise stated. (Cal. Code Regs., tit. 5, § 3062(a).) Neither the CONTRACTOR nor LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. (Cal. Code Regs., tit. 5, § 3062(d).) In the event a subsequent Master Contract is not renegotiated by June 30, 2020, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

- i. a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
- ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child;
- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare;
- iv. a surrogate parent; or
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations sections 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with LEA for the provision of special education or designated instruction and services for a child. (Ed. Code § 56028.)

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and Federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; chart notes, Medi-Cal logs, daily service logs and notes and other documents used to record the provision of related services (including supervision); daily service logs and notes used to record the provision of services provided by instructional assistants, behavior intervention aides, bus aides and supervisors; absence verification records (parent/doctor

notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held; business licenses held; documents evidencing other staff qualifications including social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited, statements of income and expenses; general journals; cash receipts and disbursement books, general ledgers and supporting documents and other documents evidencing financial expenditures; Federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or an Individual Services Agreement may be terminated for cause. Cause shall include but not be limited to non-maintenance of current nonpublic school certification, failure of either LEA or the CONTRACTOR to maintain the standards required under the Master Contract and/or Individual Services Agreement, or other material breach of this Master Contract by CONTRACTOR or LEA. For purposes of Non Public School placement, the cause shall not be the availability of a public class initiated during the period of the Master Contract unless the parent agrees to the transfer of the student to a public school program at an IEP team meeting. To terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (Ed. Code § 56366(a)(4)). Notwithstanding the foregoing, this Master Contract may be terminated immediately, without twenty days prior notice and at the LEA's discretion, if LEA determines that there are significant health or safety concerns or there has been a suspension or revocation of CONTRACTOR's certification. If this Master Contract is terminated with twenty days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract on the date of termination. If the Master Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract within five (5) business days. ISAs are void upon termination of this Master Contract, except as provided in Sections 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause, without terminating the Master Contract in its entirety. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

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

PART I – INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

- C. **Workers' Compensation and Employers Liability Insurance** in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect CONTRACTOR from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

Part A – Statutory Limits

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

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

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education as named additional insureds and shall be endorsed on all policies. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA. All premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be disclosed to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services contracted for under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

- A. **Commercial General Liability Insurance** including both bodily injury and property damage, with limits of at least \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insureds and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no self-insured retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime** coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse** coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. **INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any

commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any affiliates of the Parties, or between LEA and any individual assigned by CONTRACTOR to perform any services for LEA.

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

18. SUBCONTRACTING

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

Should LEA approve in concept of CONTRACTOR subcontracting for services, CONTRACTOR shall submit the proposed subcontract to LEA for approval. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts to the fullest extent possible. Furthermore, when developing subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain indemnification and insurance requirements which comply with the provisions of Sections 15 and 16 of this Master Contract, for the duration of the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor must furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this Master Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Unless otherwise agreed to by LEA, the endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insureds.

As an alternative to the LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, designation of NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract. No subcontract shall be considered final without LEA approval.

19. CONFLICTS OF INTEREST

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

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity, gender expression, physical or mental disability, genetic information, medical condition, military or veteran status, or any other classification protected by Federal or state law, or the perception of one of more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics. (Gov. Code §§ 12936, 12940 *et seq.*)

EDUCATIONAL PROGRAM

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

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

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

notification to LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by LEA of the written notification and a written acknowledgment signed by LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of LEA's graduation requirements.

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

Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff to design or plan behavior interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23.) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP

(developed by LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of LEA. Nothing in this Master Contract shall be interpreted to require LEA to accept any requests for calendar changes. In the event LEA adjusts the number of school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

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

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

CONTRACTOR shall observe only the same legal holidays as LEA. As of the execution of this Master Contract, these holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student and mandated by LEA pursuant to LEA and state and Federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with all requirements of California Education Code sections 56521.1 and 56521.2 regarding positive behavior interventions and supports. Failure to do so shall constitute sufficient good cause for termination of this Master Contract. CONTRACTOR shall ensure that CONTRACTOR utilizes a multi-tier system of support ("MTSS") to address student needs. CONTRACTOR shall also ensure that all staff are trained on the use of positive behavior interventions and supports consistent with this Master Contract.

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

CONTRACTOR shall maintain a written policy consistent with California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Further, CONTRACTOR shall affirmatively inform each of its employees about the policy, provide each employee a copy thereof, and provide training to all employees regarding the policy. CONTRACTOR shall also ensure that all of its staff members are trained at least annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. CONTRACTOR shall maintain accurate behavior management training records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to the LEA at least annually at the beginning of the school year, and also within 6 days of any new hire.

Pursuant to California Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the LEA student or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of an emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency, as suitable to the situation. CONTRACTOR shall ensure that all staff are trained on the use of emergency interventions. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. Consistent with Paragraph 44 of this Master Contract, LEA may observe and/or audit CONTRACTOR's implementation of BIPs, staff use of behavior interventions, including emergency interventions, at any time, and without prior notice.

To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and LEA shall be notified within one school day, if an emergency intervention is used or serious property damage occurs. The residential care provider shall also be notified, if appropriate. CONTRACTOR shall complete a behavior emergency report ("BER") when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to student, self, or others. A BER is also required if (a) a non-violent physical intervention was used to protect the safety of student, self, or others; or (b) a physical intervention has not been used, but an injury or serious property damage has occurred. Use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. CONTRACTOR shall immediately complete and maintain in the file of LEA student, a BER which shall include all of the following: (1) The name and age of the individual with exceptional needs; (2) The setting and location of the incident; (3) The name of the staff or other persons involved; (4) A description of the incident and the emergency intervention used, and whether the LEA student is currently engaged in any systematic behavioral intervention plan; and (5) Details of any injuries sustained by LEA student or others, including staff, as a result of the incident. The BER shall immediately be forwarded to LEA for administrative action. CONTRACTOR shall also notify the LEA and Parents within twenty-four (24) hours via telephone.

Consistent with the requirements of California Education Code section 56521.1(g), if a BER is written regarding a LEA student who does not have a behavior intervention plan, the designated responsible administrator shall, within two days, coordinate with the LEA to schedule an IEP team meeting to review the BER, to determine the necessity for a functional behavioral assessment, and to determine the necessity for

an interim plan. The IEP team shall document the reasons for not conducting a functional behavioral assessment, not developing an interim plan, or both.

Consistent with the requirements of California Education Code section 56521.1(h), if a BER is written regarding a LEA student who has a positive behavioral intervention plan, an incident involving a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, the student shall be referred to the IEP team to review and determine if the incident constitutes a need to modify the positive behavioral intervention plan. CONTRACTOR shall immediately notify LEA via telephone of any severe or increasingly frequent behavior problem, any emergency intervention in response to a previously unseen serious behavior problem, or where a previously designed intervention is ineffective, that may require an IEP team meeting.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) An intervention that precludes adequate supervision of the individual; (8) An intervention that deprives the individual of one or more of his or her senses. In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated Federal regulations.

CONTRACTOR must review and revise all restraint practices when they have an adverse effect on a student or are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above. LEA may require a review of restraint practices at any time, including but not limited to, in response to an emergency intervention report via telephone, in response to observations or audit by LEA staff, in response to a Parent's concern, or in response to BERs forwarded to LEA for administrative action.

BEHAVIOR INTERVENTION REPORTING: Twice annually, CONTRACTOR shall certify that (a) CONTRACTOR has reviewed the BERs for each student in conjunction with that student's IEP and BIP; (b) Staff are trained to implement each student's BIP, including approved or prohibited restraint techniques for each student; (c) emergency interventions have only been used when there is a clear or present danger; and (d) BERs have been properly completed and forwarded to LEA as required by this Master Contract.

Failure to comply with any of the requirements of Paragraph 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Master Contract.

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

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

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

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

otherwise or an interim alternative educational setting is deemed lawful and appropriate by LEA or OAH consistent with applicable law.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination Policy pursuant to Title 5 of the California Code of Regulations section 4960(a); (3) Sexual Harassment Policy pursuant to California Education Code section 231.5; (4) Title IX Student Grievance Procedures pursuant to Title 34 of the Code of Federal Regulations sections 106.8 and 106.9; (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. § 164.520; and (6) Notification and Complaint Procedures for Disability Access, pursuant to 42 U.S.C. §§ 12101 et seq. CONTRACTOR shall include verification of these procedures to LEA.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents, with a concurrent copy sent to LEA, at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business.

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

CONTRACTOR shall complete academic or other assessment of a LEA student ten (10) days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting LEA student's present levels of performance at the IEP team meeting as required by state and Federal laws and regulations

and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of reports, projected goals and/or any other relevant documents to be reviewed by the IEP team to the District no later than five (5) business days prior to an annual or triennial IEP team meeting. CONTRACTOR shall maintain all supporting documentation including but not limited to test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts on LEA-approved forms to LEA student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by LEA. All transcripts shall be maintained by CONTRACTOR and furnished to LEA upon request, consistent with the parameters of Sections 9 and 26 of this Master Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, with a follow-up written notification within five (5) business days to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn without prior notice from school and/or services. CONTRACTOR shall confirm such

telephone call on LEA approved forms and submit to LEA and the Department of Education, if required, within five (5) business days of the withdrawal, including a student's change in residence to a residence outside of LEA service boundaries, and the student's discharge against professional advice from a Nonpublic School/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify potential dropouts three (3) times per year.

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

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

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

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

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

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

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

If CONTRACTOR is also a LCI and/or NPS/RTC, CDE shall annually evaluate whether CONTRACTOR is in compliance with California Education Code section 56366.9 and California Health and Safety Code section 1501.1(b). LEA may also conduct its own on-site review of a NPS using the LEA's Quality On-Site NPS Review Rubric.

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

The passage of AB 389 amends California Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the CDOJ and the FBI. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence

of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided to LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified as defined in Section 7(d) of this Master Contract, including but not limited to holding a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with California Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58 and Title 5 of the California Code of Regulations, sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and/or services to students with the disabling conditions placed in their program/school through documentation provided to the CDE. (Cal. Code Regs., tit. 5, § 3064(a).)

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

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

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

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

CONTRACTOR shall ensure that all staff are appropriately trained, consistent with the terms of this Master Contract. CONTRACTOR shall maintain records of all staff trainings, including levels of certification, and provide evidence of such training at least annually at the beginning of the school year, within six (6) days of any new hire, and upon request.

47. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving California State Teachers' Retirement System ("CalSTRS") benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual's full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

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

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

49. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section seven (7) of this Master Contract and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. LEA will not pay for services unless a qualified substitute is

provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

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

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

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

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

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

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

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable Federal, state, and local laws, regulations, and ordinances related, but not limited to disability access, fire, health, sanitation, and building standards and safety, fire warning systems, zoning permits and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall

conduct fire drills as required by Title 5 of the California Code of Regulations section 550. During the duration of this Agreement, if CONTRACTOR is subject to fines, penalties and findings of non-compliance, CONTRACTOR shall assume any and all responsibilities for payment of such financial obligations. CONTRACTOR shall also be fully responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable Federal, state, and local laws, regulations, and ordinances. Failure to notify LEA or CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by LEA.

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

53. ADMINISTRATION OF MEDICATION

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

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

54. INCIDENT/ACCIDENT REPORTING

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

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

CONTRACTOR is to read and become familiar with the District's *Mandated Child Abuse and Neglect Reporting Manual*. In the event there is a suspicion of abuse conducted by anyone (students, staff, contractor or others) on or off campus, CONTRACTOR is to file the appropriate report to the Sacramento County Sheriff. CONTRACTOR is also to confidentially notify the Risk Management Department ("Risk Manager") of the report. CONTRACTOR is to cooperate with any investigation conducted by the District in connection with such report.

56. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1.

57. REPORTING OF MISSING CHILDREN

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

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with LEA Procedures, and will be governed by all applicable Federal and state laws. If the CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that the nonpublic school's enrollment procedures include verification of immunizations (including adolescent pertussis booster vaccination (Tdap) for all students entering the seventh grade.

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any re-billing for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of LEA, then no limit is set provided that LEA and CONTRACTOR have communicated such concerns in writing during the twelve-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice; (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, trained, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any

other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this Master Contract. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

60. PAYMENT FROM OUTSIDE AGENCIES

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

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

62. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency, including fire, flood, earthquake, war, or epidemic, consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure - If the CONTRACTOR NPS is closed due to emergency and the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with a signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure - If both CONTRACTOR and LEA are closed due to emergency, on days the LEA is funded, CONTRACTOR shall receive payment consistent with a signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

63. INSPECTION AND AUDIT

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

CONTRACTOR shall provide LEA access to all records, including but not limited to those documents identified in Section 9 of this Master Contract. CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA), at all reasonable times and without charge. Copies of all records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to LEA, unless LEA agrees to the use of the electronic format.

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

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

64. RATE SCHEDULE

The attached Rate Schedules (Exhibits A and B) limit the number of LEA students that may be enrolled and the maximum dollar amount of the contract. They may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code sections 46200-46208.

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

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

Any Nonpublic School ("NPS") or residential facility requesting a change in rate for any services provided during a subsequent Master Contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director, Douglas Phillips, or designee, by January 15th of each calendar year. Increases will only be considered for approval for entities that have received a positive review on the Quality On-Site NPS Review Rubric.

65. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The Parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR
NORTHERN CALIFORNIA PREPARATORY
SCHOOL

Nonpublic School/Agency

By:

Signature

Date

Daneen Johnson - Director

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Daneen Johnson - Director

Name and Title

Northern CA Preparatory School

Nonpublic School/Agency/Related Service Provider

6646 Lemon Hill Avenue

Address

Sacramento, CA 95824

City

State

Zip

916-383-6222 / 916-383-6221

Phone

Fax

djohnson@ncpschool.com

Email*

(*Required)

LEA
CENTER JOINT UNIFIED SCHOOL
DISTRICT

By:

Signature

Date

By:

Director of Curriculum, Instruction and
Name and Title of Authorized
Representative Special Education

Notices to LEA shall be addressed to:

Mike Jordan/ Director

Name and Title

CENTER JOINT UNIFIED SCHOOL DISTRICT

LEA

8408 Watt Avenue

Address

Antelope,

California

95843

City

State

Zip

(916) 338-6330

(916) 338-6411

Phone

Fax

mikejordan@centerusd.org

Email

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City

State

Zip

Phone

Fax

Email

EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY - 2019-2020 CONTRACT YEAR

CONTRACTOR Northern CA Preparatory School CONTRACTOR NUMBER 006 2019-2020
(NONPUBLIC SCHOOL) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____

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

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

Payment under this contract may not exceed

\$35,272.00

Total LEA enrollment may not exceed

(per Master Contract Section 62)

Rate

Period

A. Basic Education Program/Special Education Instruction

\$151.36

7/1/19-6/30/20

Basic Education Program/Dual Enrollment

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

B. Related Services

(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	<u>\$25.00</u>	<u>7/1/19-6/30/20</u>
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)	_____	_____
	c. Transportation-Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	<u>\$95.00 hr</u>	_____
	b. Language and Speech Therapy – Group of 2	<u>\$95.00 hr</u>	_____
	c. Language and Speech Therapy – Group of 3	<u>\$95.00 hr</u>	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech - Consultation Rate	_____	_____
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP) 1:1 Aid	<u>\$20 hr</u>	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	<u>\$100 hr</u>	_____
	b. Occupational Therapy – Group of 2	<u>\$100 hr</u>	_____
	c. Occupational Therapy – Group of 3	<u>\$100 hr</u>	_____
	d. Occupational Therapy – Group of 4 - 7	<u>\$100 hr</u>	_____
	e. Occupational Therapy - Consultation Rate	_____	_____
(9)	Physical Therapy	_____	_____
(10)	a. Behavior Intervention – BII	_____	_____
	b. Behavior Intervention – BID	_____	_____
	Provided by: _____	_____	_____
(11)	Nursing Services	_____	_____

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

**By credentialed Special Education Teacher.

Speech Assessment
OT assessment

- 35 -

Functional Behavior Assessment

\$350.00

\$350.00

\$500.00

CONTRACTOR
EASTER SEALS SUPERIOR CALIFORNIA

Nonpublic School/Agency

By: [Signature] 8/17/19
Signature Date
Heidi Lockett V.P. of Rehab
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Heidi Lockett, V.P. of Rehab
Name and Title
Easter Seals Superior CA
Nonpublic School/Agency/Related Service Provider
3205 Hurley Way
Address
Sacramento, CA 95864
City State Zip
916-679-3138
Phone Fax
Heidi.L@myeasterseals.org
Email*
(*Required)

LEA
CENTER JOINT UNIFIED SCHOOL
DISTRICT

By: [Signature] 7/29/19
Signature Date
By: Mike Jordan Director of Curr.,
Name and Title of Authorized Instruction and
Representative Special Education

Notices to LEA shall be addressed to:
Mike Jordan/ Director

Name and Title
CENTER JOINT UNIFIED SCHOOL DISTRICT
LEA
8408 Watt Avenue
Address
Antelope, California 95843
City State Zip
(916) 338-6330 (916) 338-6411
Phone Fax
mikejordan@centerusd.org
Email

Additional LEA Notification
(Required if Completed)

Name and Title
LEA
Address
City State Zip
Phone Fax
Email

EXHIBIT B: RATES – NON-PUBLIC AGENCY ONLY – 2019-2020 CONTRACT YEAR

CONTRACTOR _____ CONTRACTOR NUMBER 004 CDE TOTAL ENROLLMENT ALLOWED _____

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

Payment under this contract may not exceed \$31,920.00
 Total LEA enrollment may not exceed _____
 (per Master Contract Section 62)

SERVICE	DESCRIPTION	RATE
Language and Speech Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Occupational Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	
Physical Therapy	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ 840 PER DAY Per Diem
	DIRECT THERAPY 1:1 or small group	
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s)	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting on SEIS; sizing and adjustment of equipment; attendance at IEP meetings	See Rate Sheet
Behavior Intervention Services	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on the work day for this discipline. Rate will be pro-rated if NPA staff works less than the identified work day: Check the applicable work day: <input type="checkbox"/> Full Work Day <input type="checkbox"/> Half Work Day	\$ _____ Per Diem
	DIRECT STUDENT AIDE 1:1 or small group, implementing behavior plan, data collection.	\$ _____ Per Hour
	CONSULTATION: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	SUPERVISING CONSULTANT: student observation as it relates to program development and/or data collection; IEP team member training; collaboration with IEP team member(s).	\$ _____ Per Hour
	OTHER SERVICES: (requires prior approval of LEA per Section 36 of the Master Contract) formal assessment and report writing; written annual progress report; benchmark reporting; attendance at IEP meetings.	\$ _____ Per Hour
	PER DIEM – NPA provides all services at assigned school site for a flat per diem rate based on a full work day for this discipline. Rate will be pro-rated if NPA staff works less than a full work day.	\$ _____ Per Diem



Pediatric Services

3205 Hurley Way . Sacramento . CA . 95864-3898
PEDS Admin: (916) 679.3155 Fax: (916) 679.3100
pedsadministration@myeasterseals.org



Easter Seals Superior California Nonpublic Agency Services Exhibit B: Therapy Rates for 2019-20 Contract Year

RATES FOR 2019-2020 SCHOOL YEAR:

Signature on this form indicates agreement to the rates and terms below. Times can be customized depending on therapist availability.

- **Day rate (per diem): \$840 per day (\$120/hour)**
 - 8:30 a.m. to 3:30 p.m. (7 hours of therapist's time): Includes up to 6.5 hours direct service and travel time between sites, plus IEP meetings, teacher consultations, and re-evaluations
 - IEP meeting attendance up to two hours within days and times typically worked is included in the day rate; additional required meeting attendance is charged at the hourly district site rate by prior agreement
 - Initial evaluations NOT included in day rate unless agreed to upon contracting
- **Half-day (half per diem) rate: \$420 (\$120/hour)**
 - Either 8:30 a.m. to noon or noon to 3:30 p.m. (3.5 hours of therapist's time): Includes up to 3.25 hours direct therapy and travel time between sites, plus IEP meetings, teacher consultations, and re-evaluations
 - IEP meeting attendance up to two hours within days and times typically worked is included in the day rate; additional required meeting attendance is charged at the hourly district site rate by prior agreement
 - Initial evaluations NOT included in half-day rate unless agreed to upon contracting
- **Hourly therapy rate or consultation at a district site: \$180/hour**
 - This includes home-hospital students unless part of a day rate option
 - Also included is 1 hour of free annual IEP meeting attendance in-person or via phone with 10 business days notice
- **Hourly therapy rate at an Easter Seals site: \$140/hour**
 - This includes 1 hour of free annual IEP meeting attendance in-person or via phone with 10 business days notice
- **Initial evaluations: \$600 each**
 - Includes the evaluation and up to 1 hour of IEP meeting attendance by phone or in-person; additional meeting time required will be charged at the hourly district site rate
- **Independent Educational Evaluations (IEEs): \$720 each**
 - Includes the evaluation and up to 2 hours of IEP meeting attendance by phone or in-person; additional meeting time required will be charged at the hourly district site rate
- **Assistive Technology/Assistive and Augmentative Communication (AT/AAC) evaluations: \$2,520 each**
 - Includes 6 half-days (21 hours) for a multidisciplinary (SLP, OT, PT as needed) evaluation and trials of appropriate devices
 - Includes up to 1 hour of IEP meeting attendance by phone or in-person; additional meeting time required will be charged at the hourly district site rate

Children with disabilities will have equal opportunities to
live, learn, work, and play in their community



Pediatric Services

3205 Hurley Way . Sacramento . CA . 95864-3898

PEDS Admin: (916) 679.3155 Fax: (916) 679.3100

pedsadministration@myeasterseals.org



GENERAL PROVISIONS REGARDING SERVICES

Easter Seals is a CDE-certified NPA offering physical therapy, occupational therapy, and speech-language pathology in the greater Sacramento and Stockton regions. We also have specialty services including teletherapy, warm-water therapy (PT), assistive technology/communication (OT, PT & SLP), MOVE—Movement Opportunities Via Education (PT & OT), child development, and feeding services (OT & SLP).

Easter Seals can provide your district with a service proposal based on a student list including location, frequency, and duration. Once a contract relationship has been established, the following are required to begin services for students new to Easter Seals:

- Referral form
- Individual Service Agreement (ISA) for districts using the SELPA Master Contract
- Current IEP and/or SEIS access
- Signed SE-07 assessment plan for evaluations/assessments
- Recent discipline-specific evaluation if straight to ongoing therapy

Please return a signed copy of this rate sheet, the contract, and your district's service calendar as soon as possible, as services are allocated on a first come, first served basis. If no calendar is received, Easter Seals will assume services can be conducted on all days that school is in session for your district. Easter Seals reserves the right to reduce services due to staffing changes with 10 business days of prior notice to the District. Our NPA certification requires fingerprinting, so if your district requires additional fingerprinting, each therapist's time will be charged at the district site rate and the fingerprinting fee will be billed to the district.

Easter Seals will plan to provide Extended School Year (ESY) services during the summer of 2020 for all students with ESY services listed on the IEP unless notified otherwise by the district by May 31, 2020. If the district ESY session extends into the next contract year, signature below will constitute an extension of the 2019-20 Master Contract and Individual Service Agreements for those students until the end of the ESY session.

Michael D. Jordan
Signature of District Designee
Director of Curriculum, Instruction and SPED
Printed Name and Title of District Designee

7/25/19
Date
Center Joint Unified School District
Name of District/LEA

Notices to CONTRACTOR shall be addressed to:

Amy Hansen, Vice President of Pediatrics

Name and Title

Easter Seals Superior California

Nonpublic School/Agency/Related Service Provider

3205 Hurley Way

Address

Sacramento CA 95864

City State Zip

916-679-3155 916-679-3100

Phone Fax

Amyh2@myeasterseals.org

Email

Notices to District/LEA shall be addressed to:

Michael Jordan
Name and Title
Center Joint Unified School District
District/LEA
3243 Center Court Lane
Address
Antelope CA 95843
City State Zip
(916) 338-6320 (916) 338-6329
Phone Fax
mikejordan@centerusd.org
Email

Children with disabilities will have equal opportunities to
live, learn, work, and play in their community

CONTRACTOR
SIERRA FOOTHILLS ACADEMY

Nonpublic School/Agency

By:

Signature

Date

Dr. Thomas Williams, Executive Director
Name and Title of Authorized Representative

LEA
CENTER JOINT UNIFIED SCHOOL
DISTRICT

By:

Signature

Date

By:

Director of Curriculum, Instruction
Name and Title of Authorized Representative and Special Education

Notices to CONTRACTOR shall be addressed to:

Dr. Thomas Williams, Exec. Director

Name and Title

Sierra Foothills Academy

Nonpublic School/Agency/Related Service Provider

6245 King Rd

Address

Loomis

CA

95650

City

State

Zip

916-259-2790

Phone

Fax

drwilliams@sierrafoothillscademy.org
Email*
(*Required)

Notices to LEA shall be addressed to:

Mike Jordan/ Director

Name and Title

CENTER JOINT UNIFIED SCHOOL DISTRICT

LEA

8408 Watt Avenue

Address

Antelope,

California

95843

City

State

Zip

(916) 338-6330

(916) 338-6411

Phone

Fax

mikejordan@centerusd.org

Email

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City

State

Zip

Phone

Fax

Email

EXHIBIT A: RATES - NON-PUBLIC SCHOOL ONLY – 2019-2020 CONTRACT YEAR**CONTRACTOR****SIERRA
FOOTHILLS
ACADEMY****CONTRACTOR NUMBER****009****2019-2020****(NONPUBLIC SCHOOL)****(CONTRACT YEAR)****Per CDE Certification, total enrollment may not exceed****If blank, the number shall be as determine by
CDE Certification.**

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

Payment under this contract may not exceed

\$62,220.50

Total LEA enrollment may not exceed

(per Master Contract Section 62)

Rate**Period****A. Basic Education Program/Special Education Instruction****\$151.22****7/1/19-6/30/20**

Basic Education Program/Dual Enrollment

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

B. Related Services

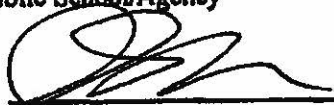
(1)	a. Transportation – Round Trip (NPS only, unless otherwise agreed to by LEA)	\$28.14	7/1/19-6/30/20
	b. Transportation – One Way (NPS only, unless otherwise agreed to by LEA)		
	c. Transportation-Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of		
	c. Adapted Physical Education – Group of		
(4)	a. Language and Speech Therapy – Individual	\$5.25 ¼ HR.	7/1/19-6/30/20
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech - Consultation Rate		
(5)	a. Additional Instructional Assistant - Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**	\$17.50 HR.	7/1/19-6/30/20
(7)	a. Occupational Therapy – Individual	\$55 ½ HR.	7/1/19-6/30/20
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy - Consultation Rate		
(9)	Physical Therapy		
(10)	a. Behavior Intervention – BII		
	b. Behavior Intervention – BID		
	Provided by:		
(11)	Nursing Services		

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

CONTRACTOR
MAXIM HEALTHCARE SERVICES, INC.

Nonpublic School/Agency

By:


Signature

8/7/19
Date

Andrew Smith Asst Controller
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email*
(*Required)

LEA
CENTER JOINT UNIFIED SCHOOL
DISTRICT

By:


Signature

8/7/19
Date

By:

Michael Jordan Director of
Name and Title of Authorized Representative
S.E.D.

Notices to LEA shall be addressed to:
Mike Jordan/ Director

Name and Title
CENTER JOINT UNIFIED SCHOOL DISTRICT

LEA
8408 Watt Avenue

Address
Antelope, California 95843

City State Zip
(916) 338-6330 (916) 338-6411

Phone Fax
mikejordan@centerusd.org

Email

Additional LEA Notification
(Required If Completed)

Name and Title

LEA

Address

City State Zip

Phone Fax

Email

**ATTACHMENT A
CENTER UNIFIED STAFFING RATES**

Charges will be based on the following hourly rate schedule effective 7TH AUGUST 2018:

Service	Rate
LVN Assignment*	\$50.00 Per Hour
RN Assignment*	\$60.00 Per Hour
District RN/BSN*	\$80.00-\$100.00 Per Hour
Health Assessment	\$80.00 Per Assessment
Hearing/Vision Screenings	\$80.00 Per Hour
After School Programs LVN	\$50.00 Per Hour
After School Programs RN	\$55.00 Per Hour
School Field Trip	\$2,000 Per Week (4 Nights)
Special Ed Teacher	\$70.00 Per Hour
School Psychologist	\$100.00 Per Hour
COTA/PTA/SLPA	\$85.00 Per Hour
Occupational Therapist (OT)	\$85.00-\$100.00 Per Hour
Physical Therapist (PT)	\$85.00-\$100.00 Per Hour
Behavior Technician (BT)*	\$50.00 Per Hour
Board Certified Behavior Analyst (BCBA)	\$125.00 Per Hour
*4 Hour Minimum	*A Four (4) hours minimum applied to all scheduled shifts

Annual Rate Increase. An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at \$.50 cents per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: **SPECIAL EDUCATION**

Date: **August 1, 2019**

Action Item X

To: **Board of Trustees**

Information Item

From: **Mike Jordan**

Attached Pages 0

Director of Curriculum, Instruction and Special Education

Initials: MAJ

SUBJECT: Individual Service Agreements

Please ratify the following ISAs for CJUSD special education students to receive services at a Non-Public School, as the IEP has dictated for the 19/20 School Year.

ISA # 1, 2 - Sierra School/Catapult Learning

ISA # 3 - Sierra Foothills Academy

ISA #8 - Northern CA Preparatory School

RECOMMENDATION:

CJUSD Board of Trustees Ratify Individual Service Agreements

AGENDA ITEM # XV-9

CONFIDENTIAL

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: SPECIAL EDUCATION

Date: July 22, 2019

Action Item X

To: Board of Trustees

Information Item

From: Mike Jordan

Attached Pages 5

Director of Curriculum, Instruction and Special Education

Initials: MDJ

SUBJECT: SPECIAL EDUCATION LOCAL PLAN AGENCY ASSURANCES

Please ratify the SELPA Local Educational Agency Assurances

RECOMMENDATION:

CJUSD Board of Trustees Ratify Professional Service SEPLA Assurances - SED-LP-5

CONSENT AGENDA



Established 1858

Center Joint Unified School District

Special Services

8408 Watt Avenue • Antelope, CA 95843-9116
(916) 338-6321 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Donald Wilson
Delrae Pope

SUPERINTENDENT

Scott A. Loehr

Special Education Local Plan Area Local Educational Agency Assurances

These legally-mandated assurances contain within its heading a cite to the section of the United States Code, California Education Code or State Board of Education requirement that forms the basis of the assurance. Pursuant to the requirement of the State Board of Education the assurances cannot be modified in any way.

1. Free appropriate public education (20 United States Code [U.S.C.] § 1412 [a][1])

It shall be the policy of this local educational agency (LEA) that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school.

2. Full educational opportunity (20 U.S.C. § 1412 [a][2])

It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children.

3. Child find (20 U.S.C. § 1412 [a][3])

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

4. Individualized education program (IEP) and individualized family service plan (IFSP) (20 U.S.C. § 1412 [a][4])

It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 U.S.C. § 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 U.S.C. § 1414 (d). It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.

5. Least restrictive environment (20 U.S.C. § 1412 [a][5])

It shall be the policy of this LEA that to the maximum extent appropriate, children with

disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

6. Procedural safeguards (20 U.S.C. § 1412 [a][6])

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations.

7. Evaluation (20 U.S.C. § 1412 [a][7])

It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate.

8. Confidentiality (20 U.S.C. § 1412 [a][8])

It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act.

9. Part C to part B transition (20 U.S.C. § 1412 [a][9])

It shall be the policy of this LEA that children participating in early intervention programs (Individuals with Disabilities Education Act [IDEA], Part C), and who will participate in preschool programs, experience a smooth and effective transition to those preschool programs in a manner consistent with 20 U.S.C. § 1437 (a)(9). The transition process shall begin prior to the child's third birthday.

10. Private schools (20 U.S.C. § 1412 [a][10])

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

11. Local compliance assurances (20 U.S.C. § 1412 [a][11])

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California *Education Code*, Part 30.

12. Interagency (20 U.S.C. § 1412 [a][12])

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an

interagency dispute resolution process.

13. Governance (20 U.S.C. § 1412 [a][13])

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

14. Personnel qualifications (20 U.S.C. § 1412 [a][14])

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications.

15. Performance goals and indicators (20 U.S.C. § 1412 [a][15])

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

16. Participation in assessments (20 U.S.C. § 1412 [a][16])

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments, consistent with state standards governing such determinations.

17. Supplementation of state, local, and federal funds (20 U.S.C. § 1412 [a][17])

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds.

18. Maintenance of effort (20 U.S.C. § 1412 [a][18])

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations.

19. Public participation (20 U.S.C. § 1412 [a][19])

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public, including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

20. Rule of construction (20 U.S.C. § 1412 [a][20])

(Federal requirement for state educational agency only)

21. State advisory panel (20 U.S.C. § 1412 [a][21])

(Federal requirement for state educational agency only)

22. Suspension and expulsion (20 U.S.C. § 1412 [a][22])

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised.

23. Access to instructional materials (20 U.S.C. § 1412 [a][23])

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard.

24. Over identification and disproportionality (20 U.S.C. § 1412 [a][24])

It shall be the policy of this LEA to prevent the inappropriate over identification or disproportionate representation by race and ethnicity of children as children with disabilities.

25. Prohibition on mandatory medicine (20 U.S.C. § 1412 [a][25])

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

26. Distribution of funds (20 U.S.C. § 1411 [e] and [f][1–3])

(Federal requirement for state educational agency only)

27. Data (20 U.S.C. § 1418 [a–d])

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

28. Charter schools (California Education Code 56207.5 [a–c])

It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a special education local plan area (SELPA) may not be treated differently from a similar request made by a school district.



Established 1858

Center Joint Unified School District

Special Services

8408 Watt Avenue • Antelope, CA 95843-9116
(916) 338-6320 • Fax (916) 338-6329

BOARD OF TRUSTEES

Nancy Anderson
Jeremy Hunt
Kelly Kelley
Donald Wilson
Delrae Pope

SUPERINTENDENT

Scott A. Loehr

Special Education Local Plan Agency Assurances Center Joint Unified School District

SED-LP-5

In accordance with federal and state laws and regulations, the Center Joint Unified School District certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., and implementing regulations under 34 Code of Federal Regulations, Parts 300 and 303, 29 U.S.C. 794, 705 (20), 794- 794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title V of the California Code of Regulations.

Be it further resolved, the LEA Superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA Superintendent ensures that policies and procedures covered by this assurance statement are on file at the LEA and the SELPA offices, and are available to any interested party.

Adopted this _____ day of _____, 20____.

Yeas: _____ Nays: _____

Signed: _____
Scott Loehr Superintendent/Executive Director

"Respecting Our Traditions, While Embracing New Ideas"

AGENDA ITEM # XV-11

Center Joint Unified School District

Dept./Site:	Instructional Services	AGENDA REQUEST FOR:
Date:	August 19, 2019	Action Item <u> X </u>
To:	Board of Trustees	Information Item
From:	Michael Jordan Director of Special Education & Curriculum	<u>MDJ</u>
		# Attached Pages <u> 6 </u>

SUBJECT: CJUSD would like to enter into an MOU with the Sacramento County Office of Education for continuation of the CARE Program located at Wilson C. Riles Middle School.

RECOMMENDATION: CJUSD Board of Trustees Ratify the MOU with the Sacramento County Office of Education for continuation of the CARE Program at WCRMS

AGENDA ITEM # XV-11

CONSENT AGENDA

AMENDMENT 1

MEMORANDUM OF UNDERSTANDING

**Operating Agreement between the Sacramento County Office of Education
and Center Unified School District
for Operation of the CARE Program
Wilson C. Riles Middle School – 7th Grade**

The Sacramento County Office of Education (SCOE) and Center Unified School District entered into a Memorandum of Understanding (MOU) effective for the 2019/20 school year as signed by both parties.

Through this AMENDMENT 1, the parties agree to amend sections of the MOU as follows:

Section III/Services to be Provided – The following statement is added under “Representatives of both parties (CARE Program teacher, a SCOE administrator, and DISTRICT administrator) hereby agrees to do the following:”

- *If a parent withdraws a student from the CARE Program and later seeks to readmit the student, SCOE and DISTRICT shall jointly determine if readmission to the program is within the student's best interest.*

Section IV/Terms of Agreement – The following revision is to be made:

- 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 17** for any individual class.

Section V/Fiscal – The following revisions are to be made:

- Paragraph 1: 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 SCOE shall receive funds directly based on ADA shall be reported within the Principal Apportionment Data Collection Software at the “P2” reporting period. 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. CDE will use the district's grade-span specific LCFF Base, Supplemental and Concentration rates when calculating the transfer amount.*
- Paragraph 2: When the DISTRICT CARE site generates ADA of **15 17** 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.
- Paragraph 3: If the DISTRICT CARE site generates ADA of less than **15 17**, the DISTRICT will not be entitled to any revenue payments.

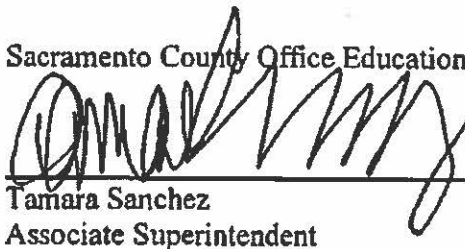
AMENDMENT 1

MEMORANDUM OF UNDERSTANDING

**Operating Agreement between the Sacramento County Office of Education
and Center Unified School District
for Operation of the CARE Program
Wilson C. Riles Middle School – 7th Grade**

Except as specifically set forth in this Amendment 1, all other terms in the MOU remain unchanged and in full force and effect. This Amendment 1 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.

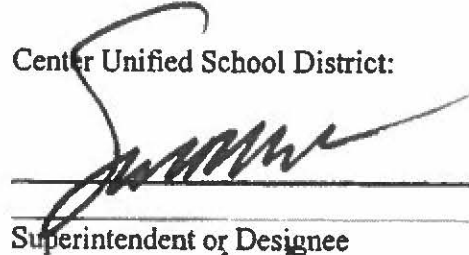
Sacramento County Office Education:



Tamara Sanchez
Associate Superintendent

Date: _____

Center Unified School District:



Superintendent or Designee

Date: 7/15/19

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 – 8th

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.
- 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."

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 – 8th

- 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.
- 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.
- If a parent withdraws a student from the CARE Program and later seeks to readmit the student, SCOE and DISTRICT shall jointly determine if readmission to the program is within the student's best interest.

IV. Terms of Agreement

This MOU is entered into and effective for the 2019-2020 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 17 for any individual class.

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 – 8th

V. Fiscal

SCOE shall receive funding based on ADA for students enrolled in the CARE Program (CARE ADA): SCOE shall receive funds directly based on ADA reported within the Principal Apportionment Data Collection Software at the "P2" reporting period. CDE will use the district's grade-span specific LCFF Base, Supplemental and Concentration rates when calculating the transfer amount.

When the DISTRICT CARE site generates ADA of **17 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 17**, 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.

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 – 8th

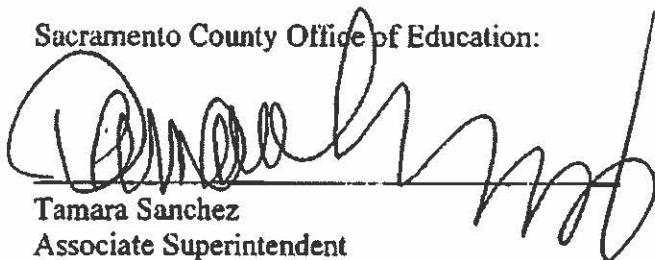
VIII. Independent Agents

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.

IX. Execution of Agreement

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

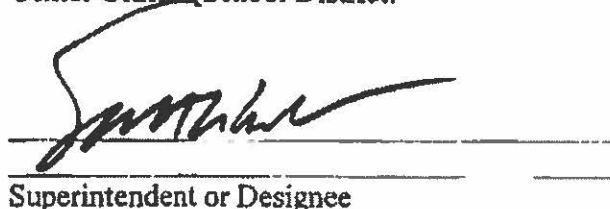
Sacramento County Office of Education:



Tamara Sanchez
Associate Superintendent

Date

Center Unified School District:



Superintendent or Designee

Date

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Curriculum & Instruction

Date: August 21, 2019

Action Item

To: Board of Trustees

Information Item X

From: Mike Jordan,
Director of Curriculum & Instruction
and Special Ed

Attached Pages 2

Administrator's Initials: MJ

SUBJECT: Surplus Books

The following books are to be recycled and or disposed due to information no longer current:

Books are from Dudley Elementary & Spinelli Elementary School

K-6 History/Social Studies

6th grade Science

Attachment #1 Dudley Elementary K-6 Social Studies & 6th grade Science textbooks 659 total books

Attachment #2 Spinelli Elementary K-6 Social Studies & 6th grade Science textbooks 502 total books

1,161 total books discarding

These books were offered to the book buyer, Follett Educational Services. They are not interested in purchasing the textbooks.

RECOMMENDATION: The Center Joint Unified School District Board of Trustees approves the above listed books to be recycled/discarded.

CONSENT AGENDA

Publisher	Subject	Title	ISBN#	Quantity	Site
<i>Example</i>					
Davidson, Castillo, Stoff	Social Studies	The American Nation	0-13-433634-8	30	CHS
Houghton-Mifflin	Soc. St.	Grade 1		106	Dud.
"	"	Grade 2		91	Dud.
"	"	Grade 3		98	Dud.
"	"	Grade 4		117	Dud.
"	"	Grade 5		121	Dud.
McDougal	"	Grade 6		126	Dud.
		Little World History			
		Ancient Civilizations			
	Science	Grade 6			

District Administrator Approval:

Date: _____

Discarded/ Surplus Curriculum to be returned to District Warehouse

Publisher	Subject	Title	ISBN#	Quantity	Site
<i>Example Davidson, Castillo, Stoff</i>	<i>Social Studies</i>	<i>The American Nation</i>	<i>0-13-433634-8</i>	<i>30</i>	<i>CHS</i>
Herman J Viola	Social Studies Teacher's Edition	K My World	0-618-42408-3	3	SPIN
	Social Studies Teacher's Edition	1st School & Family	0-618-42409-2	3	SPIN
	Social Studies Student Texts	1st School & Family	13-979-0-616-42380-4	73	SPIN
	Social Studies Teacher's Edition	2nd Neighborhoods	0-618-42410-5	4	SPIN
	Social Studies Student Texts	2nd Neighborhoods	13-979-0-618-42381-1	63	SPIN
	Social Studies Teacher's Edition	3rd Communities	0-618-42411-3	4	SPIN
	Social Studies Student Texts	3rd Communities	13-979-0-618-42382-8	59	SPIN
	Social Studies Teacher's Edition	4th CA Studies	0-618-42412-2	4	SPIN
	Social Studies Student Texts	4th CA Studies	13-979-0-618-42392-7	50	SPIN
	Social Studies Teacher's Edition	5th US History	0-618-60151-1	6	SPIN
	Social Studies Student Texts	5th US History	13-979-0-618-42393-3	88	SPIN
	Social Studies Teacher's Edition	6th CA World History Ancient Civilizations		2	SPIN
	Social Studies Student Texts	6th CA World History Ancient Civilizations	13-978-0-618-53124-0	143	SPIN

Center Joint Unified School District

Dept./Site:	Instructional Services	AGENDA REQUEST FOR:
Date:	June 11, 2019	Action Item <u> X </u>
To:	Board of Trustees	Information Item
From:	Michael Jordan Director of Special Education & Curriculum	<u> mjd </u>
	# Attached Pages	<u> 4 </u>

SUBJECT:	Memorandum of Understanding Agreement EMS #19057 2019-2020
<p>Please approve the Memorandum of Understanding (MOU) – Agreement #19057 between Sacramento County Office of Education (SCOE) and Center JUSD to provide Professional Development Support for leading and teaching ELA/ELD. See Exhibit A for schedule and details.</p> <p>District agrees to pay SCOE \$28,600 within 60 days of invoicing.</p> <p>Services: <i>Professional development support for leading and teaching ELA/ELD (schedule attached)</i></p> <p>RECOMMENDATION: CJUSD Board of Trustees Approve MOU #19057</p>	

MEMORANDUM OF UNDERSTANDING

Agreement #19057
2019-2020

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

The purpose of this MOU is to detail the roles and responsibilities of **SCOE** and the **District** in regard to delivering instructional support services to staff. Once signed by both parties, this MOU is in effect, and may be terminated by either entity in writing, but not less than seven business days prior to the first day of service.

No audio or visual recording of the services provided under this agreement may be made by any means without the advance written authorization of SCOE.

A. SCOE agrees to:

1. Provide a primary contact person and service provider(s) for all work under this MOU.

MOU Contact:

Tami Wilson

(916) 228-2350

twilson@scoe.net

Services provided by:

Tami Wilson / Kou Vang

(916) 228-2350 / (916) 228-3922

twilson@scoe.net / kouvang@scoe.net

2. Provide the following service:

Professional development support for leading and teaching ELA/ELD. See Exhibit A, for schedule and details, which is attached hereto and incorporated by reference.

Location of the service

Center Joint Unified School District

8408 Watt Avenue

Antelope, CA 95843

3. SCOE will make every effort to accommodate changes in dates as needed, however rescheduling is not guaranteed as dates are dependent on availability.
4. Provide an evaluation of services.
5. Provide training materials. Any and all training material are the exclusive property of SCOE. **District** and its agents must obtain written permission from SCOE before it disseminates, markets, or otherwise uses the training materials.
6. Invoice **District** within 30 days of execution of this MOU:
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

B. District agrees to:

1. Provide a primary contact person for all work under this MOU.
Becky Lawson
(916) 338-7584
rlawson@centerusd.org
2. Ensure the site principal/district representative is present during services.
3. Participate in an evaluation of services.
4. Provide facility for training.
5. Provide SCOE with a copy of attendance sign-in sheet upon request.
6. Provide the audio-visual equipment and table supplies.
7. Provide requested materials for participants (e.g., Teacher's Edition).

C. Fiscal: District agrees to pay SCOE \$28,600 within 60 days of invoicing.

D. General Provisions

1. **Indemnity.** Each party agrees to defend, indemnify, and hold harmless each of the other parties (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.
 - a. It is the intention of the parties that this section imposes on each party responsibility to the others for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.
2. **Independent Agents.** This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
3. **Nondiscrimination.** Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, 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.
4. **Insurance.** All 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 a party to this agreement.

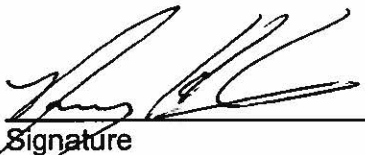
MEMORANDUM OF UNDERSTANDING, Agreement #19057

5. **Entire Agreement.** This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.


The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.


Sacramento County Office of Education
Nancy Herota, Ed.D.
Assistant Superintendent, Educational Services

Center Joint Unified School District
Scott A. Loehr, Superintendent

 6/5/19
Signature Date

Signature Date

 5.17.19
Director Approval Date

 5-21-19
Director Approval Date

MEMORANDUM OF UNDERSTANDING, Agreement #19057

**Exhibit A
Center Joint Unified School District**

Administrator Training - \$2,200

Date	Support Description	Attend		Notes
		T	A	
Sept 19 9:30-12:30	CAASPP Results – examining claim and target level results			C&I meeting; P, VP, Academic Coordinator, Title 1 . . .
Dec. 19 9:30-12:30	Depth of Knowledge and Connections to Smarter Balance OR CA Dashboard			2-3 hour session

Wonders Cadre #2 (NEW Cadre) \$13,200

Date	Support Description	Attend		Notes
		T	A	
Sept. 4	A “Hybrid Approach” to Language Comprehension in <i>Wonders</i> across Grades K-6	16	9	8:30-3:00 SCOE Instructors: Tami & Kou
Oct. 23	English Language Development Standards and Instruction			
Feb. 5	Components of a Comprehensive Vocabulary Program; connecting to <i>Wonders</i> across Grades K-6			
March 18	Depth of Knowledge in <i>Wonders</i> across Grades K-6			

K-6 RSP/Title 1 \$4,400

Date	Support Description	Attend		Notes
		T	A	
Sept. 25 8:30-11:30	Title 1 Teachers • Wonder Works – Facilitated Lesson Study	4 Title 1		SCOE Instructor: Kou Topics may include: • Using assessment to guide instruction • Phonological/phonemic awareness • Explicit phonics lesson sequence Simple view of reading
Sept. 25 12:30-3:30	RSP Teachers Facilitated Lesson Study	7 RSP		
Jan. 22 8:30-11:30	RSP Teachers Facilitated Lesson Study	7 RSP		
Jan. 22 12:30-3:30	Title 1 Teachers • Wonder Works – Facilitated Lesson Study	4 Title 1		

MEMORANDUM OF UNDERSTANDING, Agreement #19057

New Teachers Wonders Training \$4,400

Date	Support Description	Attend		Notes
		T	A	
July 30	K-2 Teachers			8:30-3:00 SCOE Instructor: Kou
July 31	3-6 Teachers			SCOE Instructor: Kou SCOE will check with Robla and Arcohe regarding combining for new teacher training.

TK Network \$4,400 for *three* TK teachers to attend both sessions; Network will include TK teachers from Robla and Arcohe

NOT MONDAY – EARLY OUT CENTER; NOT FRIDAY

NOT THURSDAY – EARLY OUT ROBLA

Date	Support Description	Attend		Notes
		T	A	
December 3 8:30-3:00	Topics to consider: <ul style="list-style-type: none"> • Early literacy • Phonological/Phonemic Awareness • Letter naming fluency • Planning in World of Wonders 			Sessions held at SCOE 8:30-3:00 SCOE Instructors: Kou and Deirdre
March 24 8:30-3:00	TBD-See topics above			

Center Joint Unified School District

Dept./Site:	Instructional Services	AGENDA REQUEST FOR:
Date:	August 19, 2019	Action Item <u>X</u>
To:	Board of Trustees	Information Item
From:	Michael Jordan Director of Special Education & Curriculum	<u>moj</u>
		# Attached Pages <u>5</u>

<p>SUBJECT: Memorandum of Understanding Agreement #20001 for 2019-2020</p> <p>Please approve the Memorandum of Understanding (MOU) – Agreement #20001 between Sacramento County Office of Education (SCOE) and Center JUSD to provide Professional Development Support for leading and teaching ELA/ELD. See Exhibit A for schedule and details.</p> <p>District agrees to pay SCOE \$15,400 within 60 days of invoicing.</p> <p>Services: <i>Professional development support for leading and teaching ELA/ELD (schedule attached)</i></p>
--

RECOMMENDATION: CJUSD Board of Trustees Approve MOU #20001

AGENDA ITEM # XV-14

CONSENT AGENDA

MEMORANDUM OF UNDERSTANDING

Agreement #20001
2019-2020

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

The purpose of this MOU is to detail the roles and responsibilities of **SCOE** and the **District** in regard to delivering instructional support services to staff. Once signed by both parties, this MOU is in effect, and may be terminated by either entity in writing, but not less than seven business days prior to the first day of service.

No audio or visual recording of the services provided under this agreement may be made by any means without the advance written authorization of **SCOE**.

A. SCOE agrees to:

1. Provide a primary contact person and service provider(s) for all work under this MOU.

MOU Contact:

Tami Wilson

(916) 228-2350

twilson@scoe.net

Services provided by:

Kou Vang / Graciela Garcia-Torres

(916) 228-3922 / (916) 228-2478

kouvang@scoe.net / gtorres@scoe.net

2. Provide the following service:

A professional learning series to support instruction of English learners (EL). The series will build participants' capacity and knowledge base in order to implement the components of a comprehensive instructional program for English learners. Sessions will include research, opportunities to deepen understanding, activities to analyze and reflect on current practices, as well as planning concrete strategies for implementation. Participants may earn one unit of district salary credit OR a stipend for attendance. See Exhibit A, for schedule and details, which is attached hereto and incorporated by reference.

Location of the service

Center Joint Unified School District

8408 Watt Avenue

Antelope, CA 95843

3. **SCOE** will make every effort to accommodate changes in dates as needed, however rescheduling is not guaranteed as dates are dependent on availability.
4. Provide an evaluation of services.
5. Provide training materials. Any and all training material are the exclusive property of **SCOE**. **District** and its agents must obtain written permission from **SCOE** before it disseminates, markets, or otherwise uses the training materials.
6. Invoice **District** within 30 days of execution of this MOU:
Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843

B. District agrees to:

1. Provide a primary contact person for all work under this MOU.
Becky Lawson
(916) 338-7584
rlawson@centerusd.org
2. Ensure the site principal/district representative is present during services.
3. Participate in an evaluation of services.
4. Provide facility for training.
5. Provide SCOE with a copy of attendance sign-in sheet upon request.
6. Provide the audio-visual equipment and table supplies.
7. Provide requested materials for participants (e.g., Teacher's Edition).

C. Fiscal: District agrees to pay SCOE \$15,400 within 60 days of invoicing.

D. General Provisions

1. **Indemnity.** Each party agrees to defend, indemnify, and hold harmless each of the other parties (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.
 - a. It is the intention of the parties that this section imposes on each party responsibility to the others for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.
2. **Independent Agents.** This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
3. **Nondiscrimination.** Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, 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.
4. **Insurance.** All 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 a party to this agreement.

MEMORANDUM OF UNDERSTANDING, Agreement #20001

Exhibit A Center Joint Unified School District

All Sessions: 4:00-6:00 pm

Audience: TK-12

Face-to-Face: Must attend all four sessions to earn credit

- 8 hours of seat time; 7 hours of practicum = 15 hours (1 unit)

Practicum: Kou Vang and Becky Lawson to monitor practicum completion; use Google classroom for practicum completion; incorporate UDL ideas for practicum (two options for each submission, e.g., written, video, audio).

Date	Session	Support Description	Attendance		Notes
			T	A	
Sept. 19	Session 1	BELIEF modules; Standards, Integrated/Designated, ELPAC			
	Practicum	<ul style="list-style-type: none">• Data activity – who are your English learners?• Guided exploration of ELPAC data• Reflection			
Oct. 24	Session 2	BELIEF modules; Introduce English Learner Toolkit of Strategies (word/phrase level)			
	Practicum	<ul style="list-style-type: none">• Plan a lesson that incorporates the strategy.• Teach the lesson using the strategy.• Reflect on learner outcomes.			
Nov. 14	Session 3	BELIEF modules; BELIEF modules; English Learner Toolkit of Strategies (sentence/clause)			
	Practicum	<ul style="list-style-type: none">• Plan a lesson that incorporates the strategy.• Teach the lesson using the strategy.• Reflect on learner outcomes.			
Jan. 9	Session 4	BELIEF modules; English Learner Toolkit of Strategies (text level strategies)			
	Practicum	<ul style="list-style-type: none">• Plan a lesson that incorporates the strategy.• Teach the lesson using the strategy.• Reflect on learner outcomes.			

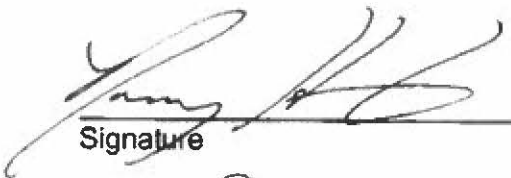
MEMORANDUM OF UNDERSTANDING, Agreement #20001

5. **Entire Agreement.** This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.


The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Sacramento County Office of Education
Nancy Herota, Ed.D.
Assistant Superintendent, Educational Services

Center Joint Unified School District
Scott Loehr
Superintendent

 6/27/19
Signature Date

 7/15/19
Signature Date

 6/14/19
Director Approval Date

 6.19.19
Director Approval Date

Center Joint Unified School District

Dept./Site:	Instructional Services	AGENDA REQUEST FOR:
Date:	August 21, 2019	Action Item <u> X </u>
To:	Board of Trustees	Information Item
From:	Michael Jordan Director of Special Education & Curriculum	<u> MJK </u>
		# Attached Pages <u> 1 </u>

SUBJECT: Service agreement with CHH-Center for Hearing Health to perform hearing screening tests as required in California Education Code.

RECOMMENDATION: CJUSD Board of Trustees ratify the services agreement with CHH.



STUDENT HEARING TESTING

2019-2020 SERVICE AGREEMENT

Center for Hearing Health, Inc., hereinafter known as "CHH" agrees to provide California Education Code hearing screening tests on mutually agreeable date(s), time(s), and site(s) for the students of hereinafter known as "School, The School, or Schools."

Center Joint Unified School District

School District or School Name

- 1) CHH simultaneously administers individual hearing screening tests for groups of eight students utilizing specially designed vehicles.
- 2) Screenings are administered for students in grades K or 1, 2, 5, 8, 10, preschool and Special Education. Pre-school and Special Education students, unable to respond in group screening, are individually tested at a separate fee as noted in the Contract Rate.
- 3) Fully compliant tests are administered by a Certified School Audiometrist or Licensed Audiologist in accordance with SECTION 2951 of the CALIFORNIA ADMINISTRATIVE CODE, TITLE 17.
- 4) The initial screening test is a pass/fail in response to a 25 decibel pure tone at 1000Hz, 2000Hz and 4000Hz. Students who fail the initial screening are further tested to record individual thresholds at 500Hz, 1000Hz, 2000Hz, and 4000Hz. Post follow-up (2-6 weeks) audiograms and parental notification will be the responsibility of The School.
- 5) A summary report totaling each category of screening and an audiometric record for each student who failed or Could Not Condition (CNC) will be presented to each School upon completion of the schedule at each site.
- 6) It is the responsibility of The School to exclude participation of students who have corrective devices (e.g. hearing aids, cochlear implants) and students whose parents or guardians have filed a written statement with regard to Education Code, section 49451.
- 7) Employees of CHH are duly licensed by all applicable Local, State and Federal agencies to provide the services referred to herein and have complied with all laws and regulations to which employees of CHH are required to comply.
- 8) Employees of CHH who are in contact with students while providing the services referred to herein are subject to a criminal background check through the State of California Justice Department fingerprint program (CA Ed Code Section 45125.1) and it has been verified that these employees have not been convicted of a violent or serious felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c).
- 9) The School and CHH shall maintain confidentiality of student records and information, in accordance with federal and state law, to include the Family Educational Rights and Privacy Act (FERPA), the California Education Code HIPAA and the Welfare and Institutions Code governing confidentiality. The discussion, transmission, or narration (in any form) of student information is forbidden except as permitted by law. This includes candid discussion between CHH employees and school personnel, including parent volunteers and teachers.

Contract rate per site (whichever is greater): \$525.00 up to 120 tests; \$2.90 each over 120 tests
or \$85.00 per hour from time of arrival until time of departure.

Individual tests: \$7.50 each, i.e., Pre-school; Special Ed

Terms: Net 10 Days - Tax ID: 942722490 - School Dist. PO # _____

(If applicable; not required)

Norma G. Ramirez 5/01/2019
Center for Hearing Health Date

School Superintendent/Designee

/ /
Date

- Return signed Service Agreement to CHH (mail, fax, or email); Retain copy
- Invoice presented upon completion or weekly for services extending beyond five days

2945 Bell Rd. #122 - Auburn CA 95603 / Ph: 530-888-9977 Fax: 530-888-1177
chh@HearToLearn.com / www.HearToLearn.com

Center Joint Unified School District

Dept./Site: Center High School

To: Board of Trustees

Date: August 21, 2019

From: Jerald Ferguson, Principal

Principal/Administrator Initials: _____

AGENDA REQUEST FOR:

Action Item X

Information Item _____

Attached Pages 1

SUBJECT: 2019-2020 Designation of CIF Representatives to League

Center High School must annually submit a list of the school's league representatives to CIF. The attached form lists those designated for the 201920 school year.

RECOMMENDATION: The CJUSD Board of Trustees approve the 2019-2020 Designation of CIF Representatives to League.

CONSENT AGENDA

2019-2020 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 28, 2019.

Center Joint Unified

(Name of school district/governing board)

School District/Governing Board at its 8/21/19 meeting,

(Date)

appointed the following individual(s) to serve for the 2019-2020 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Center High
NAME OF REPRESENTATIVE Digol J'Beily POSITION Athletic Director
ADDRESS 3111 Center Court Lane CITY Antelope ZIP 95843
PHONE 916-338-4762 FAX 916-338-6370 E-MAIL dibeily@Centerusd.org

NAME OF SCHOOL Center High
NAME OF REPRESENTATIVE Jerald Ferguson POSITION Principal
ADDRESS 3111 Center Court Lane CITY Antelope ZIP 95843
PHONE 916-338-6422 FAX 916-338-6370 E-MAIL jferguson@Centerusd.org

NAME OF SCHOOL Center High School
NAME OF REPRESENTATIVE Chuck Chauvin POSITION Asst. Principal/Athletics
ADDRESS 3111 Center Court Lane CITY Antelope ZIP 95843
PHONE 916-338-6426 FAX 916-338-6370 E-MAIL cchauvin@Centerusd.org

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Scott A. Loehr Signature _____
Address 3111 Center Court Lane City Antelope Zip 95843
Phone 916-338-6422 Fax 916-338-6370

**PLEASE MAIL OR FAX THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE REVERSE SIDE FOR CIF SECTION OFFICE ADDRESSES.**

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Center Adult School

Date: July 24, 2019

To: Carol Hunt

From: David L. French

Action Item: X

Information Item

Attached Pages: 12

Principal's Initials: 

Subject: Memorandum of Understanding between Center Adult School and Capital Adult Education Regional Consortium (CAERC) for Fund E, program year 2019-2020, with incorporated Exhibit A -Shared Fiscal and Budget Agreement Policy, Amended January 10, 2018

Award Letter for Fund E, program year 2019-2020

Recommendation: Approve MOU between Center Adult School and CAERC for Fund E, program year 2019-2020

Memorandum of Understanding (MOU) # 19-E-CJ
Between
Sacramento County Office of Education (SCOE)
and
Center Joint Unified School District

Term of Agreement – July 1, 2019 through June 30, 2022

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 is 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 CCCC 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 included 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".

California Adult Education Program

On July 1, 2019, the name change came into effect from Adult Education Block Grant to California Adult Education Program (CAEP) as defined in California Education Code, Title 3, Division 7, Part 50, Chapter 5, Article 9 [84900 – 84920].

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 (representing 4 colleges) – and multiple regional partner agencies. For fiscal year 2019-20, a total of \$11,986,773 has been designated for the Capital Region and CAERC members.

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 California 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 CAEP Office as specified in AB 104, Education Code and any associated CAEP guidelines.

Role of Both Parties

Both parties will work together to comply with CAEP reporting requirements. CAEP 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 2019-20 Annual Plan, and adhere to the expenditure guidelines outlined in the CAEP Allowable Uses Guide.

IV. SCOE Responsibilities

As the CAERC fiscal agent, SCOE will act as the banker; and process expenses and expenditure contracts, as agreed upon by the members, and work with the members to implement fiscal decisions per CAERC's 2019-20 Annual Plan and Three-Year Consortium Plan for 2019-2022.

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

1. Upon SCOE's receipt of CAEP 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. Throughout 2017-2019 the CAEP Office has developed - in multiple phases - a new online fiscal reporting system, NOVA, through which CAERC members submit budget and expenditure information directly to the CAEP Office. SCOE will continue to provide member training and support with the reporting system. SCOE will provide the Consortium lead and fiscal staff who will certify member work plans and budgets for the fiscal year.
3. SCOE will facilitate members' reporting of program-area expenditures for their respective allocations within the consortium.
4. SCOE will compile and report to CAEP any additional qualitative and quantitative consortium-level data, as needed.
5. SCOE will 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 CAEP 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 2019-20 Annual Plan, adhere to the expenditure guidelines outlined in the AB 104 Allowable Uses Guide, and follow other guidelines established by the CAEP Office. In addition, all CAERC Members will adhere to CAERC approved policies related to fiscal, program and governance procedures.

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 CAEP program. Furthermore, CAERC Member accepts all liability for any disallowed costs, should they arise.

In exchange for a minimum of **\$240,180.00** CAERC Member will:

1. Submit expenditure information.
 - a. Report member expenditures into NOVA as per dates set by the CAEP 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**, attached and incorporated herein.
 - c. Member has until June 30 2021 to spend any reallocated funds.
 - d. Provide to CAERC Project staff an expenditure summary narrative, progress update narrative and/or other data for the reports as required by the CAEP Office.

- e. Use the lesser of the California Department of Education approved indirect cost rate for Program Year 2019-20 or the maximum set forth by the CAEP Office.
2. Submit required quarterly and end-of-year student level information via the CASAS TOPSpro Enterprise data reporting systems and as specified by the CAEP Office.
3. Conduct professional development activities.
 - a. A minimum of \$5,000 per year is included in the CAERC Member total allocation for Fund E to cover professional development activities.
 - i. This additional funding is specifically allocated to address the following CAERC regional strategy: Offer Professional Development to Support the Regional Strategies
 - b. Members may be asked to be responsible for the logistics and cost of hosting consortium meetings and professional development events at their locations.
4. Develop regional partnerships and the CAERC Network of Transition Navigators.
 - a. A minimum of \$35,000 per year is included in the CAERC Member total allocation for Fund E to cover Transition Navigator network activities and funding.
 - i. This additional funding is specifically allocated to address the following CAERC regional strategy: Increase K-12 Adult Education Transition to Workforce and Postsecondary.
5. Submit other data as required by AB 104 and CAEP 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 Plan, Three-Year Plan).
 - b. Spend funds within the CAEP 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, 2019 and ending on June 30, 2022. 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 CAEP 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, immigration status, 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

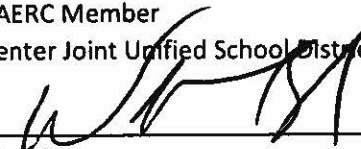
This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Al Rogers, Deputy Superintendent
Sacramento County Office of Education

Signature

Date

CAERC Member
Center Joint Unified School District



Signature

7-24-19

Date

Authorized Center Joint Unified School District
Representative

Signature

Printed Name

Title

Date

Shared Fiscal and Budget Agreement Policy
(Adopted July 13, 2016, Amended January 10, 2018)

Shared Fiscal Agreement

- a) Fund A (2015-16 allocation): Members will spend funds by December 2016.
- b) Fund B: Members will spend funds by December 2017.
- c) Fund C and subsequent annual apportionment: Members will spend funds within 18 months of the start of the fiscal cycle of the year it was first allocated.

Shared Budget Agreement

- d) CAERC Budget Workgroup meetings are mandatory for members. *(Minimum one representative; Fiscal representatives are recommended to attend with program leads.)*
- e) For each AEBG fund, members will submit a budget and spending plan approved and signed by an officially-designated member, a fiscal representative, and a district representative. Member will submit budget and spending plan prior to the start of fiscal year (June) and biannual (December).
- f) Consortium will review and monitor member expenditure progress based on submitted AEBG expenditure and progress reports and updates provided at the CAERC Budget Workgroup meetings.

Progressive Permanent Reallocation

- g) **First time:** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - Unspent funds will return back to the consortium to be reallocated and member will be held harmless.
- h) **Second time (consecutive):** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - a. Unspent funds will return back to the consortium to be reallocated.
 - b. The member's future consortium allocation will be reduced by 10% permanently.
 - i. Members must be in "good standing" to be eligible for additional new AEBG funds (e.g., additional Data and Accountability funds and unspent funds from other AEBG consortia reallocated to consortia that have spent down).
 - ii. All Members will be eligible for Cost of Living Adjustment- COLA.

Shared Fiscal and Budget Agreement Policy (continued)

- i) **Third time (consecutive):** If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:
 - a. Unspent funds will return back to the consortium to be reallocated.
 - b. The member's future consortium allocation will be progressively reduced by an additional 10% permanently.
- j) **Subsequent times:**
 - a. Unspent funds will be reallocated.
 - b. The member's consortium allocation will be progressively reduced by an additional 10% permanently.
- k) If additional new funds are available, member can petition to be reinstated after being in "good standing – spent consortium allocation within designated year" minimum of 2 consecutive years.

Reallocation of Unspent Funds Policy
(Adopted November 4, 2016, Amended May 10, 2017)

The Capital Adult Education Regional Consortium (CAERC) will take a dual-tiered approach to reallocate unspent funds:

Tier 1: Consortium-Level Unspent Funds

1. Identify funded strategies that can benefit from an increased allocation and reallocate unspent funds.
2. Identify unfunded strategies that can be funded and reallocate unspent funds.
3. Reallocated funds must be spent as stated in Memorandum of Understanding (MOU).

Tier 2: Remaining Consortium-Level Unspent Funds and Member-Level Unspent Funds

1. Members who have spent down 100% of their consortium allocation (e.g., *Fund A 2015-16, Fund B 2016-17, Fund C 2017-18*) will be eligible for the reallocation funds.
2. Eligible members may opt in or opt out of accepting reallocation funds.
3. Distribution will be based on CAERC's 2015-16 allocation funding formula in proportionate to percentage received with the number of members who opt in.
4. Opt in members can elect to accept funds in full amount or partial amount based on CAERC's 2015-16 allocation funding formula.
5. Reallocated funds must be spent as stated in Memorandum of Understanding (MOU).
6. The consortium will not distribute reallocation funds until all unspent funds are returned.
7. Members must return unspent funds within 30 days of notice.
8. Members who have not returned unspent funds will have all future allocations withheld by the consortium.

CAERC Budget Voting Requirements Policy
(Adopted September, 7, 2016, Amended May 10, 2017)

A recommendation from the Budget Workgroup followed by a vote from the officially-designated members is required under the following conditions:

- *CAERC consortium-level expenditures exceeding 10% of the approved budget for objectives over \$100,000.*
- *CAERC consortium-level expenditures over \$10,000 with a minimum of \$5,000 for objectives less than \$100,000.*
- *A Request for Bids (RFB) is required for consortium-level expenditures exceeding*

\$100,000.

Consortium Regional Staff Policy
(Adopted May 4, 2016)

Staff Positions

The Consortium Regional Staff is inclusive of the following positions to support the consortium regional work:

- Director (1)
- Coordinator (1)
- Administrative Assistant (1)
- Fiscal Agent

Hiring

Representation of the consortium membership is essential during the hiring of the consortium staff. To ensure this, the interview panel for the hiring of the consortium Director position will consist of:

- Minimum of one Leadership Oversight Panel member;
- CAERC Co-chairs (one representing Los Rios Community College District and one representing K-12 districts/county office of education); and
- Minimum of one officially-designated member. The member will be chosen through a nomination process and confirmed by majority of officially-designated members.

The interview panel for the hiring of other consortium staff positions will consist of:

- Minimum of one CAERC Co-chair (1 representing Los Rios Community College District or 1 representing K-12 districts/county office of education);
- Consortium Director; and
- Minimum of one officially-designated member. The member will be chosen through a nomination process and confirmed by majority of officially-designated members.



Date: 7/24/2019

To:

David French, Center Joint Unified School District,
davidlf@centerusd.org, 916-338-6440

This Award Letter provides the explanation of the funds to be received by Center Joint Unified School District, as a member of the Capital Adult Education Regional Consortium (CAERC). The California Adult Education Program Office, formerly known as the Adult Education Block Grant Office, distributes and administers these funds. This is a joint program by the California Community College Chancellor's Office (CCCCO) and the California Department of Education (CDE).

Program year 2019-2020 fund, also known as Fund E, is to be spent by **December 31, 2020**, as per the CAERC Fiscal Policy publicly available on caerc.org. Here is the breakdown for your agency:

MOU amount for Fund E, program year 2019-2020 includes:	
base amount for 2018-2019	185,012
4.1% COLA increase for 2018-19	7,585.49
amount for professional development funds and meeting services for 2019-2020	5,000.00
amount for transition specialist for 2019-2020	35,000.00
3.26% COLA increase for 2019-2020	7,582.68
	240,180
CAERC Re-allocation #1 for Fund E, program year 2019-2020	
This comes from unallocated funds for program year 2019-20 at the consortium level, after estimating the cost for activities to meet the regional goals articulated in the Annual Plan strategies. The unallocated funds are distributed to members who opt in and are based on the original allocation percentages.	
	9,136
Total	249,316

Funds apportioned for the program must be used for the following:

- Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate.
- Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation.
- Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce.



Capital
Adult Education
Regional Consortium

- Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically in school.
- Programs for adults with disabilities.
- Programs in career technical education that are short term in nature and have high employment potential.
- Programs offering pre-apprenticeship training activities conducted in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.

Fiscal staff responsible for adult education funds at your local educational agency should plan to attend the following meetings.

CAERC Budget Workgroup Meeting Dates 2019-20

Date	Location	Time
Friday, August 9, 2019	SCOE, Board Room	1:00 pm – 2:30 pm
Friday, December 6, 2019	SCOE, Mather Room	1:00 pm – 2:30 pm
Friday, February 7, 2020	SCOE, Mather Room	1:00 pm – 2:30 pm
Friday, May 8, 2020	SCOE, Mather Room	1:00 pm – 2:30 pm
SCOE is located at 10474 Mather Blvd. Mather, CA 95655		

If further clarification is necessary, please contact CAERC at Sacramento County Office of Education, 916 228 2353.

Branka Marceta, Director, CAERC

Center Joint Unified School District

Dept./Site: North Country

To: Board of Trustees

Date: July 30, 2019

From: Jason Farrel

AGENDA REQUEST FOR:

Action Item: X

Information Item:

Attached Pages: 5

Principal/Administrator Initials:



SUBJECT:

Professional Services Agreements for North Country Elementary:

1. Suzanne Hayes-Art consultant for 2019-2020 SY

SERVICES TO BE RENDERED: ART Consultant

DATE(S) OF SERVICE: August 22- May 15, 2020

PAYMENT:\$350 / month

TOTAL AMOUNT OF CONTRACT: \$3500.00

FUNDING SOURCE: 01-3010-0-5800-236-1110-1000-009-114

RECOMMENDATION: The CJUSD Board of Trustees approve the Professional Service Agreements for North Country

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, 2019, 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: Suzanne Hayes

Address: 9055 Hangar Way, Fair Oaks, CA 95628

Phone: 916-214-0178 Taxpayer ID #:

*Full description of services to be provided:

Art History and Art Skills Consultant for STEAM rotation.

*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 22, 2019 *Frequency of Service Dates: Weekly: Th/F

*Ending Date of Service: May 15, 2020

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 # 01-3010-0-5800-236-1110-1000-009-114

Reason service cannot be provided by a District employee:

One time money-not an ongoing position

Signature of CONTRACTOR*: 

Date*: 7/30/19

Signature of District employee requesting service: 

Date: 7/30/19

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

Date:

Personnel Approval (if cleared to start):

Date:

Signature of Accounting Supervisor:

Date:

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

INDEPENDENT CONTRACTOR OR EMPLOYEE? DISTRICT GUIDELINES

When contracting with an individual for services the district must establish the nature of the employment relationship. This should occur prior to any services being performed and issuance of any payment. Once the legal relationship is determined, the method of payment is prescribed by law. The problem occurs in the area of who is or is not an employee. There is no clear-cut definition of what constitutes an employee. Instead, there are the twenty common law factors that must be analyzed by the district and the district makes the determination.

IRS Publication SWR 40, *Public Schools and Employment Taxes*, lists workers that have already been determined by IRS to be employees. These are individuals performing the duties of:

- Administrators
- Teachers/instructors
- Substitutes
- School bus drivers
- Clerical staff
- Athletic coaches
- Tutors
- Cafeteria workers
- Counselors
- Examination monitors
- Proctors
- Librarians

In addition to the categories above, the revenue agent recently reclassified the following categories as employees:

- Nurses
- Psychologists
- Intern psychologists
- Individuals "filling in" on an interim basis
- Specialty teacher (art, poetry, music, etc.)

What the district calls the individual is irrelevant to the analysis of the employment relationship. The IRS looks at the facts and the relationship on a case by case basis.

If the individual in question is not in one of the above categories, you may use the guidelines on the following page to analyze the employment relationship between the district and the individual. *We recommend the completed guidelines be kept on file with the District Consultant Contract for any future IRS inquiries.* The 20 common law factors have all been considered in developing the attached questionnaire.

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 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 type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is the individual already an employee of the district in another capacity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Has the individual performed substantially the same services for the district as an employee in the past? <i>Is the individual retired, returning to substitute, or train, etc.?</i>	<input type="checkbox"/>	<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 type="checkbox"/>	<input checked="" type="checkbox"/>
6. Does the district have the legal right to control the method of performance by this individual? <i>Consider whether the district has to train this individual or give instruction as to when, where, how, and in what order to work. Does the district require the individual to submit reports or perform the services at a district site? These factors would indicate the district maintains control sufficient for an employer/employee relationship. However, it is <u>not necessary</u> that the district exercise this right or have the expertise required to do so. In many cases this would not be practical nor advisable.</i>	<input type="checkbox"/>	<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 type="checkbox"/>	<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 type="checkbox"/>	<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 type="checkbox"/>	<input checked="" type="checkbox"/>
10. Can this relationship be terminated without the consent of <u>both</u> parties?	<input type="checkbox"/>	<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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Is this paid by the job or on a commission?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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.
Jill Suzanne Hayes

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.
9055 Hangar Way

6 City, state, and ZIP code
Fair Oaks, Ca, 95628

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 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 ▶

Date ▶

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: McClellan HS

Date: August 21, 2019

To: Board of Trustees

From: David L. French

Action Item: X

Information Item

Attached Pages:

Principal's Initials:

WLF

Subject: Out-of-State Conference: The National Literacy Summit

Kim Baioni, teacher at McClellan High School would like to attend The National Literacy Summit. It will be held November 10-13, 2019 in Lake Buena Vista, Florida. Title I funds will be used for this conference.

Recommendation: The CJUSD Board of Trustees approve attendance at the Out-of-State Conference, The National Literacy Summit, in Lake Buena Vista, Florida.

CONSENT AGENDA

National Literacy Summit in Orlando, Florida

November 10 (preconference) – 13, 2019

The theme of this conference is “Literacy That Transforms: Accelerate literacy outcomes and effect immediate change.”

This is a gathering with national leaders in reading and literacy. At this interactive summit, thought leaders, expert practitioners and students will share their perspectives on transforming the student experience. I will get to work with other attendees to explore the latest innovations and evidence-based practices to accelerate literacy as I build a plan to address the greatest opportunities and leave equipped to make the promise of accelerated literacy a reality for every student.

Attending this workshop will help me to continue to build a program that will help my students to reach greater gains in reading and literacy skills and achieve college and career readiness. The conference is held in partnership with The Lexile Framework for Reading, the National Dropout Prevention Center, and the Center for College & Career Readiness. I will be using Title 1 funds to attend the conference.

Schedule At A Glance

– Sunday, November 10



02:00 P.M. - 05:00 P.M.

Preconference Sessions

– Monday, November 11



07:00 A.M.
Registration Open



07:00 A.M. - 08:00 A.M.
Welcome Breakfast



08:15 A.M. - 8:20 A.M.
Opening Remarks



08:20 A.M. - 9:30 A.M.
Morning Keynote
Dr. Doug Fisher, "Making Learning Visible"



09:30 A.M. - 11:00 A.M.
Planning Session



10:00 A.M. - 11:00 A.M.
Breakout 1



11:15 A.M. - 12:00 P.M.
Breakout 2



12:00 P.M. - 01:15 P.M.

Lunch



01:15 P.M. - 2:15 P.M.

Breakout 3



02:30 P.M. - 03:15 P.M.

Afternoon Keynote



03:30 P.M. - 5:00 P.M.

Planning Session

- Tuesday, November 12



07:00 A.M. - 08:00 A.M.

Breakfast



08:15 A.M. - 08:20 A.M.

Opening Remarks



08:20 A.M. - 10:00 A.M.

Morning Keynote

Dr. Bill Daggett, *"Re-envisioning Learning: Addressing the Critical Literacy Needs of Our Students"*



10:15 A.M. - 11:45 A.M.

Breakout 1



11:45 A.M. - 01:00 P.M.



Lunch Break



01:00 P.M. - 02:00 P.M.
Breakout 2



02:15 P.M. - 03:15 P.M.
Afternoon Keynote
Ray McNulty, "When Do Learners Become Self-Directed? From Pedagogy to Andragogy"



03:30 P.M. - 05:00 P.M.
Planning Session

- Wednesday, November 13



07:00 A.M. - 08:00 A.M.
Breakfast



08:15 A.M. - 08:20 A.M.
Opening Remarks



08:20 A.M. - 09:30 A.M.
Morning Keynote
TBA



09:45 A.M. - 10:45 A.M.
Breakout



11:00 A.M. - 11:45 A.M.
Closing Remarks

Keynote Speaker Highlights

Dr. Doug Fisher | *Making Literacy Visible*

Doug Fisher gets it! Combining leading research and real-life stories from his own current classrooms, best-selling author Dr. Doug Fisher will provide pragmatic, practical strategies for engaging students in difficult and complex tasks, elevating the classroom into an exciting yet rigorous environment where literacy becomes a shared, visible and collaborative experience for students and teacher. You will walk away motivated with new real-world tools from a teacher/researcher who understands real kids, real classrooms and your real daily challenges.

Dr. Bill Daggett | *Reenvisioning Learning: Addressing the Critical Literacy Needs of Our Students*

The true visionaries in education are those that fight their way out of the proverbial box to innovate and create a learning environment where all students can thrive. In this keynote, Dr. Bill Daggett will inspire you to become a visionary leader to advance the future of K–12 education and ensure ALL students are supported in their literacy needs. He will share his latest research on innovative practices from the nation's most rapidly improving schools that are resulting in dramatic improvements in student performance.

Ray McNulty | *When Do Learners Become Self-Directed? From Pedagogy to Andragogy*

So much of our research in K-12 education is focused on teaching our children to learn (pedagogy), while there's not much discussion about how you become a self-directed adult learner (andragogy). So, when is it that you move from being a child learner to an adult learner? Does it happen when you graduate high school? Can a child learner be self-directed? Do children always need to be told what to learn, how to learn it, and when to turn it in? What role does literacy play when it comes to be a self-directed learner? In this session, Ray McNulty will share the differences between pedagogy heutagogy and andragogy, the role literacy plays and share

strategies to ensure all children become independent lifelong learners.

Topics At A Glance

What Works to Transform Literacy Outcomes

Using best practices to accelerate literacy

- Supporting Literacy Acquisition for All Schools Through Informed Reading Instruction
- Leading Students to Meaningful Reflection Through District-wide Reading and Writing Ownership
- The Sacred Cows: What We Should Stop Doing Now
- Creating a Literacy-Driven School
- Building Teams with a School-wide Deep Literacy Vision

Leading a Culture of Literacy

Leadership and organizational strategy

- Data-informed Instruction: Journey from Accounting to Actionable Information
- Data-informed Leadership: Integrating Information into Daily Conversation
- Powerful Change Through Small Consistent Practices
- Environment Matters: High Impact Learning and Engagement Measurement
- Sustaining an Evolving Culture

Equity with Excellence

Rigor and relevance in the classroom and curriculum

- How to Engage Every Student: Rich Content, Great Questions, and Critical Thinking
- Reducing the Drop-out Rate by Improving Student Engagement and Academic Quality
- Social-Emotional Learning
- Promoting Equity and Cultural Responsiveness with Multiple Perspectives on the Curriculum and Outcomes
- Integrating Non-Native English Speakers into the Core Curriculum: Strategies and Successes

The Science of Innovation

Exploring and testing new practices and technologies

- Speaking and Listening: The Next Frontier in Literacy
- Design Thinking in Education

- Systemic Innovations in Literacy
- Innovation: District and Classroom Examples of Success
- Trauma-skilled Schools

Question: What is the National Literacy Summit?

Answer: The National Literacy Summit is an interactive literacy-focused event that brings together thought leaders, expert practitioners and students to share their perspectives on transforming the student experience. Educators from across the country will explore the latest innovations and evidence-based practices to accelerate literacy and then build a plan to address their greatest opportunities. Participants will leave equipped to make the promise of accelerated literacy a reality for every student.

Question: Who is hosting the Summit?

Answer: The National Literacy Summit is hosted by Achieve3000 and Successful Practices Network in partnership with National Dropout Prevention Center, Center for College and Career Readiness and MetaMetrics.

Question: When does National Literacy Summit begin and end?

Answer: The National Literacy Summit is taking place Monday, November 11, through Wednesday, November 13, following Veterans Day weekend. Sessions on Monday and Tuesday begin at 8:15 AM and end at 3:00 PM. After 3:00, additional facilitated planning and networking sessions will be offered. Wednesday's sessions begin at 8:15 and end at 11:45 AM. On Sunday afternoon, November 10, from 2:00-5:00 PM there will be an optional, exclusive preconference featuring a collaborative session with experts from Successful Practices Network and the National Dropout Prevention Center, including Dr. Bill Daggett and Ray McNulty. There is an additional fee for the preconference session.

Question: What is included with my registration fee?

Answer: Your registration fee includes:

- Three days filled with opportunities to learn from the leading minds in literacy and interact with fellow educators
- Top-notch keynotes and expert practitioners speaking on a variety of ideas that will transform the way you approach literacy
- Customizable strands for districts leaders, school leaders and teachers
- An individualized action plan that uniquely meets your needs and goals
- Continuing Education Units available through the University of Southern California's Rossier School of Education
- Breakfast and refreshments daily and opening day lunch

Question: Where is the Summit taking place?

Answer:The National Literacy Summit is taking place at *Disney's Coronado Springs* Resort in Lake Buena Vista, Florida in the Orlando area.

Question: Who should attend the Summit?

Answer:The National Literacy Summit is designed for any educator who is passionate about literacy, including district leadership, school administration and teachers.

Question: Who will be speaking at the Summit?

Answer:We have curated a phenomenal lineup of keynote and featured speakers. Keynote speakers include Dr. Bill Daggett (Founder and Chairman of Successful Practices Network), Dr. Doug Fisher (Professor of Educational Leadership, San Diego State University), and Principal EL (Head of School, Thomas Edison Charter School). Featured speakers include Dr. Carol Ann Tomlinson (Professor, University of Virginia), Ray McNulty (President, Successful Practices Network), Bernadette Lambert (Author and Strategist), and many more. Additionally, practitioners from across the country will share their expertise. Visit the [Speakers](#) page for additional speakers and bios.

Question: What topics will be covered at the Summit?

Answer:The major summit strands will be:

What Works to Transform Literacy Outcomes: *Using Best Practices to Accelerate Literacy*

Leading a Culture of Literacy: *Leadership & Organizational Strategy*

Equity with Excellence: *Rigor and Relevance in the Classroom and Curriculum*

The Science of Innovation: *Exploring and Testing New Practices and Technologies*

Question: Are there any networking opportunities?

Answer:Breakfast each day, opening day lunch and optional late afternoon sessions will offer opportunities for networking.

Question: Do I need to stay at the hotel where the Summit is taking place?

Answer:Staying at *Disney's Coronado Springs* Resort is not a requirement of attending the National Literacy Summit. However, staying onsite is encouraged due to the convenience it offers. Rooms have been blocked at a discounted rate with the resort and may be booked by visiting the [Hotel & Travel](#) page and using the [Book A Room](#) button.

Question: Are there additional benefits to staying at a Walt Disney World Resort?

Answer:

- Easy access to all sessions and meals
- For considerable savings, *Disney's Magical Express* provides complimentary transportation and luggage delivery to and from Orlando airport
- Free wi-fi throughout the summit
- Discounted park tickets available to Walt Disney World Resort

Question: What are my dining options at the Summit?

Answer: Breakfast and refreshments are included in your registration fee daily. Lunch is provided on Monday, November 11. You will be able to purchase lunch and dinner onsite at one of the many restaurants available, and guests staying at *Disney's Coronado Springs Resort* may purchase meals through room service.

Question: What is the dress code at the Summit?

Answer: Attendees are encouraged to dress comfortably in business casual attire. Make sure to wear comfortable shoes!

Question: Do you offer a Certificate of Attendance?

Answer: A certificate of attendance will be available to download once the Summit has begun.

Question: Do you issue Continuing Education Units (CEUS)?

Answer: Yes, Continuing Education Units will be available through Rossier School of Education, University of Southern California. There will be a processing fee. More details will be available soon.

Question: Is there a mobile app for the National Literacy Summit?

Answer: There will be a mobile app available for attendees to download in the summer. We will share more details when the app is available.

Question: What is the fee for the Summit?

Answer: Early bird registration is available for individuals through May 31st for \$635. After that date, standard registration for individuals is \$695.

Early bird registration for groups of 5-9 is available through May 31st for \$620 per person. After that date, standard registration for groups of 5-9 is \$640 per person.

Groups of 10+ should contact info@literacysummit.com for special rates and benefits.

Question: Is there any advantage to coming as a group?

Answer: Groups of 5 or more enjoy a discounted registration fee per person. In addition, groups of 10+ benefit from a discounted registration fee per person as well as additional onsite benefits including exclusive opportunities for an expert facilitator to assist the group in

developing its literacy action plan. Groups of 40 or more will receive a 1:1 session with Dr. Bill Daggett or Ray McNulty.

Question: What should I do if I have not received confirmation of my registration?

Answer: Please check your junk email folder for your registration confirmation. If you do not receive a confirmation of your registration within 24 hours of registration, contact National Literacy Summit at info@literacysummit.com.

Question: Can I make changes to my registration?

Answer: We will do our best to accommodate your request for changes. Please contact info@literacysummit.com for assistance. Please see our [Policies](#) page for additional information.

Question: If I originally did not qualify for the group discount, but now I do because I'm adding more people, will you honor the discount?

Answer: Yes, you can receive the group discount. Please contact info@literacysummit.com for more information.

Question: Can I substitute a registration if someone can't attend?

Answer: Before October 28, you may make a substitution of a registered attendee on the National Literacy Summit website. Log in to your registration, and click on the More Options button. Then select Substitute Registration from the drop-down menu. Enter the new registrant's personal information. To make a substitution after October 28, please contact info@literacysummit.com.

Question: What is your cancellation policy?

Answer: If you are unable to attend the National Literacy Summit, contact National Literacy Summit immediately at info@literacysummit.com no later than October 6, 2019. You may send a nonregistered person in your place or receive a refund. There is a \$100 processing fee for cancellation. You may register a substitute attendee on the website at no additional cost. After October 6, 2019, you are ineligible for a refund, but you may send a substitute in your place.

Question: What type of payments do you accept?

Answer: Registration fees may be made online via credit card (Mastercard, Visa, American Express or Discover) or purchase order.

Question: Do you accept purchase orders?

Answer: Yes, we accept purchase orders. A copy of the purchase order must be uploaded online during the registration process. When paying by purchase order, payment must be received no later than 30 days after registration. If payment is not received within 30 days, the

registration will be cancelled, and a new registration will be required. Purchase orders may be addressed to the attention of Achieve3000, 1285 Cedarbridge Avenue, Ste. 3, Lakewood, NJ 08701.

Question: Can I receive a receipt for my credit card purchase?

Answer: Credit cards are processed online after you have submitted your registration. At that time, you will receive notification if your card has been accepted or declined. If you would like an additional receipt, please email info@literacysummit.com.

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Facilities & Operations Department	
To: Board of Trustees	Action Item <u>X</u>
Date: August 21, 2019	Information Item _____
From: Craig Deason, Assist. Supt.	# Attached Pages <u>9</u>
Principal/Administrator Initials: _____	

<p>SUBJECT: Contract for Professional Consulting Services with Caldwell Flores Winters, Inc. - Regarding New School Construction</p> <p>This contract agreement would allow Caldwell Flores Winters to provide professional implementation and educational consulting services regarding new school construction as outlined in Exhibit A.</p> <p>RECOMMENDATION: CUSD Board of Trustees approve the Contract for Professional Services with Caldwell Flores Winters, Inc.</p>
--

SECRET AGENDA

CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES

This agreement (Contract) is entered into this 17th day of June 2019, and is made by and between Caldwell Flores Winters, Inc. ("CFW"), and the Center Joint Unified School District ("District") of Sacramento and Placer Counties.

RECITALS

WHEREAS, CFW provides professional consultant services for facilities planning and assessments, educational program consulting, State aid grants for the modernization and construction of school facilities, election services for bond/parcel tax campaign committees, and program implementation services for facilities and educational programs throughout the State of California;

WHEREAS, the District has contracted under separate agreements with CFW for the provision of professional consultant services for State aid grants for the modernization and construction of school facilities, and acknowledges such agreement,

WHEREAS, an affiliate company, CFW Advisory Services LLC, provides municipal advisory services in the issuance of municipal debt obligations;

WHEREAS, the District has contracted under a separate agreement with an affiliate company, CFW Advisory Services LLC, for municipal advisory services in the issuance of municipal debt obligations, and acknowledges such agreement,

WHEREAS, CFW may provide an integrated delivery method for these services for which the District has been apprised and may contract over time in whole or in part for these services by separate agreements or through its affiliate company, CFW Advisory Services LLC;

WHEREAS, the District may retain architects and/or other professional consultants (hereinafter collectively referred to as the, "Professional Consultants") to assist in the implementation of capital projects; and

WHEREAS, the District desires to retain the professional services of CFW to provide program implementation services and educational consulting services for certain capital projects, as approved by the District and more particularly described in this Agreement and identified in Exhibit B; (hereinafter collectively referred to as the, "Projects")

WHEREAS, the District has identified available developer fee balances and revenues as a source of payment for the proposed Scope of Work more particularly described in this Agreement and identified in Exhibit A

WHEREAS, the District has determined that it cannot provide through its own personnel the services to be performed by CFW under this Contract, the services provided

by CFW are exempt from Public Contract Code section 20111, and the District has fully complied with its policies, bylaws, rules, and/or procedures for entering into this Contract;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties hereby agree as follows:

I. PROFESSIONAL CONSULTANT SERVICES

CFW agrees to provide the District with professional program implementation and educational consulting services specified in Exhibit A ("Scope of Work") on an as-needed basis for projects specified in Exhibit B ("Projects"), incorporated herein for all purposes and made a part of this Contract by reference.

II. DISTRICT COOPERATION

In order to perform the Scope of Work, CFW will require complete and accurate information. The District understands and agrees to cooperate with CFW by furnishing all necessary District information and records in a timely, diligent and accurate basis to the extent practicable and upon the request of CFW. On occasion, CFW may require the opportunity to consult with District staff to obtain information that is not readily available from District records and to clarify information that is not otherwise self-evident. The District agrees from time to time to make its staff available for these consultations.

From time to time, when necessary and appropriate, CFW may request that the District authorize access to consultants that the District is currently working with in order to complete the Scope of Work contemplated herein. The District agrees to provide or authorize access to additional Professional Consultants as necessary to carry out the scope of work, if needed.

III. CONFIDENTIALITY OF INFORMATION

CFW recognizes that information related to the services provided by CFW may be deemed public information and subject to be published and/or disclosed to the public as determined and directed by the District and/or State Law. Under this Contract, it shall be the responsibility of the District to make such determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate time. Subject to that determination, CFW shall regard all information received during the performance of services pursuant to this Contract and all information produced by CFW as confidential and shall not disclose such information to any other person or party without prior consent of the District. Upon written determination by the District of information to be published and/or disclosed to the public, CFW will cooperate to the extent possible to disclose or publish that information consistent with State Law.

IV. TERM

The Parties have agreed to a term ending on May 31, 2024, a period of time recognized as necessary to oversee the Projects contemplated by the Parties. The

Term of this Contract shall commence upon approval by the Board of Trustees of the Center Joint Unified School District ("Governing Board") and execution by the Superintendent. The Parties recognize that the long-term consistent management of the Projects is an important objective of the Governing Board. The District may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the District.

V. INSURANCE

A. Insurance Policies; Minimum Coverage Amounts.

Minimum coverage amounts for policies of insurance to be obtained and maintained by CFW and its Sub-Consultants are:

Workers Compensation Employers Liability:	Statutory Limits \$500,000
Commercial General Liability (including coverage for Bodily Injury or Death, Property Damage and Automobile Liability-Property Damage, Bodily Injury or Death):	
Per Occurrence	\$1,000,000
Aggregate	\$1,000,000
Professional Liability	\$1,000,000

A. Workers Compensation and Employers Liability Insurance.

Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee that arises out of the employee's employment by CFW or a Sub-Consultant. The Employer's Liability Insurance required hereunder may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained hereunder.

B. Commercial General Liability and Property Insurance.

Commercial General Liability and Property Insurance shall provide coverage for the types of claims set forth below which may arise out of or result from CFW's services under this Agreement and for which CFW may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CFW's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained by: (a) a person as a result of an offense directly or indirectly related to employment of such person by CFW or (b) by another person; (iii) claims for damages due to injury to or destruction of tangible property, including loss of use resulting thereof; and (iv) contractual liability insurance applicable to CFW's obligations under this Agreement. District shall be an additional named insured to CFW's commercial general liability insurance policy.

1. **Professional Liability Insurance.** The policy of Professional Liability Insurance shall cover claims for errors, omissions and other conduct arising out CFW's performance of services under this Agreement.
2. **Automobile Liability.** The policy of Automobile Liability insurance shall provide coverage for claims arising out of the operation of automobiles and other motor vehicles by CFW in connection with performance of obligations under this Agreement.
3. **Policy Endorsements; Evidence of Insurance.** CFW agrees to deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverage's under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
4. **Sub-Consultants' Insurance.** If CFW requests, and the District consents to, the use of Sub-Consultant(s) to CFW to perform a portion of the Basic Services or authorized Additional Services, each approved Sub-consultant shall obtain and maintain each policy of insurance with the minimum of coverage amounts set forth above for CFW. Notwithstanding the District's approval of a Sub-consultant, no Sub consultant shall provide services until CFW has delivered Certificates of Insurance to the District which evidences each of the required insurance policies and the minimum coverage amounts set forth herein.

VI. FEE FOR IMPLEMENTATION SERVICES

The District shall compensate CFW the contract fee of five percent (5.00%) of the Project Costs, as defined below, and identified in Exhibit B, (hereinafter, the "Contract Price") for each Project.

Project Costs shall be defined as all costs, fees, and expenses to be paid by the District to complete the acquisition, design and/or construction of each Project identified in Exhibit B that are implemented during the term of this Contract. Project Costs shall include but not be limited to the costs, fees and expenses related to the acquisition, planning, design, bidding, management and construction of each Project. Project Schedule shall be defined as the duration of time identified in Exhibit B to complete each Project. Project Costs and Project Schedule shall be initially estimated, subject to review and update every six months or upon completion of the project, whichever occurs first, to reflect actual costs incurred, and anticipated to be incurred by the District in order to complete the Project.

The monthly payments to CFW shall be calculated as follows: (1) the total Project Costs, as defined herein, shall be multiplied by 5.00% (the "Fee"); (2) this amount shall then be divided by the scheduled duration of the Project as identified in the Project Schedule in Exhibit B. This shall establish the "Average Monthly Fee".

CFW shall be paid the Average Monthly Fee each month for the duration of each Project under management up to the maximum fee which is equal to the Contract Price. CFW shall submit monthly invoices consistent with the formula described above.

The initial total Contract Price of the contract is not to exceed \$475,000.

VII. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT

CFW shall have no authority to contract on behalf of the District. It is expressly understood and agreed by both parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

VIII. PREVAILING LAW

This agreement shall be interpreted and shall be governed by California law.

IX. ASSIGNMENT

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the approval of the District. Such approval shall not be unreasonably withheld by District.

X. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Contract to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Alameda County before one arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to California Code of Civil Procedure Section 1280 et. seq. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

XI. TERMINATION

In the event CFW fails or refuses to reasonably perform the provisions of the scope of work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. CFW shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default.

The District may terminate the contract for convenience without cause by providing

sixty (60) days written notice of termination. Within 60 days of written notice of termination for convenience, the District shall pay CFW for any earned professional fees that remain unpaid, calculated based on Projects completed to the date of termination plus the percent completed of each Project identified in Exhibit B still under management through the termination date. Any dispute regarding the amount of earned and unpaid fees shall be resolved through the dispute resolution provisions of this Contract.

The Parties may also agree to mutually terminate this Contract by written notice.

XII. ATTORNEY'S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's reasonable attorney fees.

XIII. NOTICES

All notices, demands requests or approvals to be given under this agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below.

All notices, demands, requests or approvals from CFW to District shall be addressed to the District at:

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

All notices, demands, requests or approvals from District to CFW shall be addressed to CFW at:

Caldwell Flores Winters, Inc.
ATTN: Emilio A. Flores, Chief Executive Officer
6425 Christie Ave, Suite 270
Emeryville, CA 94608

XIV. INTEGRATED CONTRACT

This agreement in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or implied covenants shall not be held to vary the provisions hereof.

XV. APPROVAL

In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This contract is hereby agreed upon this 17th day of June 2019.

AGREED:



Emilio A. Flores, Chief Executive Officer
Caldwell Flores Winters, Inc.



Craig Deason, Assistant Superintendent
Center Joint Unified School District

<p style="text-align: center;">EXHIBIT A SCOPE OF WORK</p>
--

A. Caldwell Flores Winters, Inc. ("CFW") agrees to provide the following scope of work for implementation services to the District for Projects identified in Exhibit B.

- 1. Establish Project specifications, budget, and timeline for District review and approval**
- 2. Assist the District in the selection, procurement, and management of professional consultant team members during the production of design and construction documents**
- 3. Establish procedures in conjunction with District legal counsel for selection, procurement, retention, and documentation of additional professional consultant team members necessary to complete the design and construction of proposed projects**
- 4. Assist the District with determining a method of construction (e.g. modular, stick built, etc.)**
- 5. Assist the District with determining a method of delivery (e.g. lease-leaseback, hard bid, etc.)**
- 6. Oversee design specifications and adherence to schedule and budget by the architect and contractor**
- 7. Assist team members as necessary to address scope refinement, undertake constructability reviews, and value engineering efforts as required by the District**
- 8. Assist the District with the negotiation of professional consultant fees, maintenance of contract compliance, and compliance with State agency requirements**
- 9. Monitor the change order review process conducted by the architect and contractor**
- 10. Oversee State agency closeout requirements by the architect, contractor and other required professional consultants**
- 11. Conduct design and construction member team meetings as needed**
- 12. Provide six-month update for each project and attend District Board and staff meetings as directed**

<p align="center">EXHIBIT B</p> <p align="center">PROJECTS UNDER MANAGEMENT</p>

Project	Project Cost	Project Schedule	
		Start	End

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 21, 2019

Information Item _____

From: Craig Deason, Assist. Supt.

Attached Pages 8

Principal/Administrator Initials: _____

SUBJECT: Contract for Professional Consulting Services with Caldwell Flores Winters, Inc. - Regarding Academy Programs, Pathway Programs & Assist with Application for State Funding

This contract agreement would allow Caldwell Flores Winters to provide professional educational consulting services regarding Academy Programs, Pathway Programs, and assist the district with the application for state funding of CTE Facilities Program and new pathway programs (as outlined in Exhibit A)

RECOMMENDATION: CUSD Board of Trustees approve the Contract for Professional Services with Caldwell Flores Winters, Inc.

CONSENT AGENDA

CONTRACT FOR PROFESSIONAL CONSULTANT SERVICES

This agreement is entered into this 17th day of June 2019 (hereinafter "Contract"), and is made by and between Caldwell Flores Winters, Inc. (hereinafter "CFW") and the Center Joint Unified School District, a California public school district located in Sacramento and Placer Counties (hereinafter, "District"), collectively hereinafter to be referred as the "Parties".

RECITALS

WHEREAS, CFW provides professional consultant services for facilities planning and assessments, educational program consulting, State aid grants for the modernization and construction of school facilities, election services for bond/parcel tax campaign committees, and program implementation services for facilities and educational programs throughout the State of California;

WHEREAS, the District has contracted under separate agreements with CFW for the provision of professional consultant services for State aid grants for the modernization and construction of school facilities, and acknowledges such agreement,

WHEREAS, an affiliate company, CFW Advisory Services LLC, provides municipal advisory services in the issuance of municipal debt obligations;

WHEREAS, the District has contracted under a separate agreement with an affiliate company, CFW Advisory Services LLC, for municipal advisory services in the issuance of municipal debt obligations, and acknowledges such agreement,

WHEREAS, CFW may provide an integrated delivery method for these services for which the District has been apprised and may contract over time in whole or in part for these services by separate agreements or through its affiliate company, CFW Advisory Services LLC;

WHEREAS, the District desires to engage CFW to provide professional consultant services for the provision of educational program consulting services as more particularly described in Exhibit A (hereinafter "Scope of Work") and as such is made a part of this Contract;

WHEREAS, the District has determined independently that it cannot provide through its own personnel the services to be performed by CFW under this Contract;

WHEREAS, the District has determined independently that the services and Scope of Work to be provided by CFW are exempt from Public Contract Code Section 20111, and the District has fully complied with State Law, its policies, bylaws, rules, and/or procedures for entering into this Contract;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and CFW, the Parties hereby agree as follows:

I. PROFESSIONAL CONSULTANT SERVICES

CFW agrees to provide the District with professional educational program consulting services specified in Exhibit A ("Scope of Work"), incorporated herein for all purposes and made a part of this Contract by reference.

II. DISTRICT COOPERATION

In order to perform the Scope of Work, CFW will require complete and accurate information. The District understands and agrees to cooperate with CFW by furnishing all necessary District information and records in a timely, diligent and accurate basis to the extent practicable and upon the request of CFW. On occasion, CFW may require the opportunity to consult with District staff to obtain information that is not readily available from District records and to clarify information that is not otherwise self-evident. The District agrees from time to time to make its staff available for these consultations.

From time to time, when necessary and appropriate, CFW may request that the District authorize access to consultants that the District is currently working with in order to complete the Scope of Work contemplated herein. The District agrees to provide or authorize access to these additional professional services as necessary to carry out the scope of work, if needed.

III. CONFIDENTIALITY OF INFORMATION

CFW recognizes that information related to the services provided by CFW may be deemed public information and subject to be published and/or disclosed to the public as determined and directed by the District and/or State Law. Under this Contract, it shall be the responsibility of the District to make such determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate time. Subject to that determination, CFW shall regard all information received during the performance of services pursuant to this Contract and all information produced by CFW as confidential and shall not disclose such information to any other person or party without prior consent of the District. Upon written determination by the District of information to be published and/or disclosed to the public, CFW will cooperate to the extent possible to disclose or publish that information consistent with State Law.

IV. TERM

The Parties have agreed to a term of one (1) year for this Contract. The Term of this Contract shall commence upon approval by the District and execution by the Superintendent of the Contract. The Parties recognize that the Scope of Work is an important objective of the District. The District may choose to extend or renew the

term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the District.

V. INSURANCE

A. Insurance Policies; Minimum Coverage Amounts.

Minimum coverage amounts for policies of insurance to be obtained and maintained by CFW and its Sub-Consultants are:

Workers Compensation Employers Liability:	Statutory Limits \$500,000
Commercial General Liability (including coverage for Bodily Injury or Death, Property Damage and Automobile Liability-Property Damage, Bodily Injury or Death):	
Per Occurrence	\$1,000,000
Aggregate	\$1,000,000
Professional Liability	\$1,000,000

A. Workers Compensation and Employers Liability Insurance.

Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee that arises out of the employee's employment by CFW or a Sub-Consultant. The Employer's Liability Insurance required hereunder may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained hereunder.

B. Commercial General Liability and Property Insurance.

Commercial General Liability and Property Insurance shall provide coverage for the types of claims set forth below which may arise out of or result from CFW's services under this Agreement and for which CFW may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CFW's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained by: (a) a person as a result of an offense directly or indirectly related to employment of such person by CFW or (b) by another person; (iii) claims for damages due to injury to or destruction of tangible property, including loss of use resulting thereof; and (iv) contractual liability insurance applicable to CFW's obligations under this Agreement. District shall be an additional named insured to CFW's commercial general liability insurance policy.

1. **Professional Liability Insurance.** The policy of Professional Liability Insurance shall cover claims for errors, omissions and other conduct

arising out of CFW's performance of services under this Agreement.

2. **Automobile Liability.** The policy of Automobile Liability insurance shall provide coverage for claims arising out of the operation of automobiles and other motor vehicles by CFW in connection with performance of obligations under this Agreement.
3. **Policy Endorsements; Evidence of Insurance.** CFW agrees to deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverage's under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
4. **Sub-Consultants' Insurance.** If CFW requests, and the District consents to, the use of Sub-Consultant(s) to CFW to perform a portion of the Basic Services or authorized Additional Services, each approved Sub consultant shall obtain and maintain each policy of insurance with the minimum of coverage amounts set forth above for CFW. Notwithstanding the District's approval of a Sub consultant, no Sub consultant shall provide services until CFW has delivered Certificates of Insurance to the District which evidences each of the required insurance policies and the minimum coverage amounts set forth herein.

VI. FEE FOR SCOPE OF WORK

Pursuant to Exhibit A, Scope of Work, CFW shall be compensated a flat fee of \$12,500 per month, beginning upon execution of the Contract for a period of 12 consecutive months.

VII. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT

CFW shall have no authority to contract on behalf of the District and shall not represent itself as having such authority. It is expressly understood and agreed by the Parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of the District.

VIII. PREVAILING LAW

This agreement shall be interpreted and shall be governed by California law.

IX. ASSIGNMENT

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the written approval of the District. Such approval shall not be unreasonably withheld by District.

X. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Contract to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Alameda County before one arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to California Code of Civil Procedure Section 1280 et. seq. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

XI. TERMINATION

In the event CFW fails or refuses to reasonably perform the provisions of the Scope of Work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. CFW shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default.

The District may terminate the contract for convenience without cause by providing sixty (60) days written notice of termination. Within 60 days of written notice of termination for convenience, the District shall pay CFW for any earned professional fees that remain unpaid through the termination date. Any dispute regarding the amount of earned and unpaid fees shall be resolved through the dispute resolution provisions of this Contract.

XII. ATTORNEY'S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and costs of enforcement as determined by the court or any statute.

XIII. NOTICES

All notices, demands, requests or approvals to be given under this Contract shall be given in writing and shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below.

**Center Joint Unified School District
ATTN: Scott A. Loehr, Superintendent
8408 Watt Avenue**

Antelope, CA 95843

Caldwell Flores Winters, Inc.
ATTN: Emilio A. Flores, Chief Executive Officer
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

XIV. INTEGRATED CONTRACT

This Contract in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto and replaces or supersedes any and all preliminary negotiations, representations or implied covenants inconsistent with the terms of this Contract. This Contract is not intended to replace or supersede any prior contract for services between the Parties and may supplement and provide additional services not contemplated under those agreements.

XV. APPROVAL

This Contract shall not be executed by the District until such time as the Governing Board has approved and authorized its execution.


In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This contract is hereby agreed to and executed on this the 17th day of June 2019.

AGREED:



Emilio A. Flores, Chief Executive Officer
Caldwell Flores Winters, Inc.



Craig Deason, Assistant Superintendent
Center Joint Unified School District

<p style="text-align: center;">EXHIBIT A SCOPE OF WORK</p>
--

The following is the agreed Scope of Work between Caldwell Flores Winters, Inc. ("CFW") and the Center Joint Unified School District ("District") for professional educational program consulting services.

1. Academy Programs

- a. Assist District with the establishment of a kindergarten through grade eight academy program**
- b. Provide training for District and Site Administration on an overview of academy programs, the rationale and the importance of articulated programs, and their constitution and relationship to improved academic achievement,**
- c. Provide leadership training for District and Site Administration on specific strategies, processes and procedures to assist staff with the creation of proposed academy programs at school sites,**
- d. Coordinate visits to school sites to observe exemplary models of 21st century education programs**
- e. Develop a plan, timeline and schedule for the implementation of academy programs at each school, including selection of electives, integrated units, enrichment programs, and enhancements to existing programs,**
- f. Provide guidance on above to team members on:**
 - i. Review of board policies**
 - ii. Required changes to board policies**
 - iii. Review of bargaining agreements**
 - iv. Changes to the LCAP, if needed**
 - v. Processes for staff to transfer to other schools**
 - vi. Models for parents to select programs**
 - vii. Templates to use for new request forms for parents and staff**
 - viii. Adjustments to school boundaries, if needed**
- g. Provide guidance in branding of the newly created academies at each of the schools,**
- h. Develop presentations to inform parents and community of academy programs,**
- i. Select and establish a staff professional development program to support the academies,**
- j. Identify resources to support the newly created academy program,**

2. Pathway Programs

- a. Assist District in the implementation of high school pathway programs**
- b. Provide training for District and Site Administration on an overview of pathway programs, the rationale and the importance of articulated programs, and their constitution and relationship to improved academic achievement and career opportunities,**
- c. Provide leadership training for District and Site Administration on specific strategies, processes and procedures to assist staff with the creation of proposed pathway programs,**
- d. Develop a plan, timeline and schedule for the implementation of the selected pathway programs, including selection of electives, integrated units, and enrichment and enhancements to existing programs,**
- e. Provide guidance on above to team members on:**
 - i. Review of board policies**
 - ii. Required changes to board policies**
 - iii. Review of bargaining agreements**
 - iv. Changes to the LCAP, if needed**
- f. Develop presentations to inform parents, students and community of pathway programs,**
- g. Select and establish a staff professional development program to support selected pathways,**
- h. Identify resources to support the pathway programs.**

3. Assist District with the application for State funding of a Career Technical Education (CTE) Facilities Program grant for current and new pathway programs:

- a. Provide guidance on the alignment of current and new pathways at the high school with California Department of Education CTE program requirements,**
- b. Provide guidance on the structure and development of required pathway advisory committees for the District,**
- c. Attend advisory committee meetings as necessary,**
- d. Coordinate activities to compile necessary documentation for the completion of grant application packages,**
- e. Prepare final grant application package for submission to California Department of Education (CDE)**
- f. Assist the District in responding to inquires from CDE and other State agencies, as required, in connection with the District's applications.**

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 21, 2019

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 1

Assist. Supt. Initials: CD

SUBJECT: Amendment #1 - Contract with MHL Enterprises to
Provide Inspection Services for the Center High School
Field Replacement and DSA ADA Restroom Modifications.

This Amendment is to increase the Estimated Project Inspection Cost from Three Thousand Dollars (\$3,000.00) to Three Thousand Five Hundred Fifteen Dollars (\$3,515.00), an increase of Five Hundred Fifteen Dollars (\$515.00).

RECOMMENDATION: That the Board of Trustees ratifies the amendment to the MHL Enterprises contract.

CONSENT AGENDA

INSPECTOR SERVICES AGREEMENT
CENTER HIGH SCHOOL FIELD REPLACEMENT AND
DSA ADA RESTROOM MODIFICATIONS
AMENDMENT #1

August 21, 2019

AGREEMENT dated on the 12th day of June 2019, by and between the CENTER JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT"), and MHL Enterprises ("INSPECTOR"). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a "PARTY" and collectively as the "PARTIES". In connection with the DISTRICT's Field Replacement and DSA ADA Restroom Modifications at Center High School (Project 19-01) ("PROJECT").

The PARTIES wish to amend the AGREEMENT.

This AMENDMENT is to increase the Estimated Project Inspection Cost from **Three Thousand Dollars (\$3,000.00)** to **Three Thousand Five Hundred Fifteen Dollars (\$3,515.00)**, an increase of **Five Hundred Fifteen Dollars (\$515.00)**.

REVISE Paragraph (E), as follows:

(E) The DISTRICT agrees to pay the INSPECTOR for hours actually expended in performing the work in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense at the hourly rates attached as Exhibit "A". In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Three Thousand Five Hundred Fifteen Dollars (\$3,515.00)**, inclusive of all Reimbursable Expenses, for all services performed and expenses incurred pursuant to this AGREEMENT for the completion of the PROJECT(S).

The PARTIES, through their authorized representatives, have executed this AMENDMENT of its AGREEMENT as of the day and year first written above.

INSPECTOR:

MHL Enterprises

By: **D K Dooley** Digitally signed by D K Dooley
DN: cn=D K Dooley, o=MHL Enterprises, ou,
email=mhl@mandspring.com, c=US
Date: 2019.07.24 18:52:55 -0700

Print: _____

DISTRICT:

Center Joint Unified School District

By: 

Print: **SCOTT A. LOGAN**

MHL Enterprises
10200 Omega Way
Grass Valley, CA 95949-9148
530-273-4166 Off. 530-273-4675 Fax
Disabled Veterans Business Enterprise

Invoice

Service Provided To	Invoice Date	Invoice No
Center Joint Unified School District 8408 Watt Ave. Antelope, CA 95843	July 24, 2019	830 T&M

Purchase Order #	App. No. 02- , File No.
Vendor Code:	
Site Services Performed	Dates of Service
Center High School Turf & ADA	June 1 - June 30, 2019

	Hrs.	Date	Hrs.
1		16	
2		17	
3		18	
4	6	19	
5		20	
6	3	21	
7		22	7
8		23	
9		24	
10		25	
11		26	
12	1	27	
13		28	
14		29	
15		30	
		31	

	Hours	Rate	Amount Due
Straight Time	17	\$95.00	\$1,615.00
Overtime			\$0.00
Total Due			\$1,615.00

O.K. TO PAY
Craig Leason
 JUL 27 2019

M.O.F.T. DEPT.
 CENTER USD

Inspector of Record Inspector Services

This is the amended invoice 830 with T&M hours only

MHL Enterprises
10200 Omega Way
Grass Valley, CA 95949-9148
530-273-4166 Off. 530-273-4675 Fax
Disabled Veterans Business Enterprise

Invoice

Service Provided To	Invoice Date:	Invoice No.
Center Joint Unified School District 8408 Watt Ave. Antelope, CA 95843	July 24, 2019	830 Amended

Purchase Order #	App. No. 02-, File No. 34-H9
------------------	------------------------------

Vendor Code:

Site Services Preformed	Dates of Service
Center High School Turf & ADA	June 1 - June 30, 2019

Date:	Hrs:	Date:	Hrs:
1		16	
2		17	2
3	3	18	
4	1	19	2
5	3	20	
6	5	21	
7		22	
8		23	
9		24	
10		25	
11		26	
12	2	27	
13		28	
14	2	29	
15		30	
		31	

	Hours	Rate	Amount Due
Straight Time	20	\$95.00	\$1,900.00
Overtime			\$0.00
Total Due			\$1,900.00

C. Deason

Inspector of Record Inspector Services

This is the amended Invoice 830 with T&M hours removed

NEW PURCHASE ORDER REQUEST



Date: July 1, 2019 Fiscal Year: 2018-19 PO Request # 1120
 To: Karen Matre From: Dagnes Sutherland
 Project/s: Center HS - Athletic Field Turf Replacement-CHSTR
 Vendor: MHL Enterprises
 Description: 2018-19 PO Request for Inspection Services

PO Change Request Total 3,000.00

Project:	District Account String: FUND-RESC-YR-OBJ-SITE-GOAL-FUNC-RESP-DEPT	Amount:
Center HS - Athletic Field Turf Replacement-CHSTR	01-9181-0-6290-106-0000-8500-007-621	3,000.00

Purchase Order # New Purchase Order Request

Special Instructions: Please generate a FY2018-19 PO to MHL Enterprises for inspection services for the Center HS Athletic Field Turf Replacement project. This PO does not include a reimbursement allowance. The contract is for services beginning May 31, 2019

Approval Signatures:

Dagnes R. Sutherland
 Budget and Accounting
 Capital Program Management

Date: 7/1/2019

Karen Matre
 Center Joint Unified School District

Date: _____

FOR CPM USE ONLY		
Project:	CPM Account String:	Amount:
Center HS - Athletic Field Turf Replacement-CHSTR	01-9181-0-6261-106-0000-8500-007-621	3,000.00

MHL #14

INSPECTOR SERVICES AGREEMENT

This AGREEMENT is made and entered into this 12th day of June 2019, by and between the CENTER JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT"), and MHL Enterprises ("INSPECTOR"). The DISTRICT and the INSPECTOR are sometimes referred to herein singularly as a "PARTY" and collectively as the "PARTIES". In connection with the DISTRICT's Field Replacement and DSA ADA Restroom Modifications at Center High School (Project 19-01) ("PROJECT"), the INSPECTOR and the DISTRICT do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect ("DSA"), Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services. The INSPECTOR shall be properly registered with the Department of Industrial Relations (DIR) and qualified to perform public works in accordance with Labor Code sections 1725.5 and 1771.1 at all times during the term of this AGREEMENT. In the event that INSPECTOR subcontracts any portion of INSPECTOR's duties, INSPECTOR shall require the subcontractor to have the same such qualifications, approval and registration with the DIR as provided in this paragraph.

(B) Services to be Provided by the INSPECTOR. The INSPECTOR shall provide to the DISTRICT on the terms set forth herein all the services articulated in Section (C) of this AGREEMENT.

(1) Contract Term. The effective period of this AGREEMENT is to be from May 31, 2019 through September 30, 2019.

(C) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309 and 17311 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

(1) **General**. The INSPECTOR shall act under the direction of the architect and registered engineer. The Inspector shall attend all planning, pre-construction conferences, project meetings, and/or meetings as required by the DISTRICT.

(2) **Duties**. The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:

(a) **Continuous/Part-Time Inspection Requirement**. The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal inspection of the work of construction in all stages of its progress, as set forth in California Education Code Section 17309, that the requirements of the approved plans and specifications are being completely executed.

Based upon the needs of the project, continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In

any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous or part-time inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the architect or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File.

(i) The INSPECTOR shall keep a Job File on the PROJECT jobsite at all times in an organized manner (along with a back-up of the files on some other media such as a hard drive or back-up electronic file service). The INSPECTOR's Job File shall be readily accessible to the DISTRICT, Project Architect/Engineer upon site visits and upon request. The INSPECTOR's Job File shall include all documents required to be maintained on a school construction site in accordance with Title 24 including, but not limited to, the following:

- (A) Not Used;
- (B) Inspector Daily Reports;
- (C) Not Used;
- (D) Not Used;
- (E) Not Used;
- (F) Not Used;
- (G) Not Used;
- (H) Applicable codes and referenced standards;
- (I) Any other documents required to provide a complete record of construction.

The INSPECTOR shall notify the DISTRICT immediately when the Architect, Engineer, Contractor, Laboratory of Record, Special Inspector, or any other party involved in the construction of the PROJECT, has failed to timely prepare and submit any of the above documents.

(ii) The INSPECTOR shall provide the DISTRICT with a copy of the entire Job File with the exception of the building codes and standards at the completion of the PROJECT.

(iii) Notwithstanding any other requirements in this AGREEMENT or Title 24, the INSPECTOR shall ensure that copies of the following documents are submitted to the DSA from the INSPECTOR's Job File which shall hereinafter be collectively referred to as the "DSA Document Submittal":

- (A) Any completed DSA documents required for the completion of the exempt PROJECT (DSA-999).
- (iv) The documents making up the Document Submittal shall be submitted to the DISTRICT upon any of the following events:
 - (A) The services of the INSPECTOR are terminated for any reason prior to the completion of the PROJECT;
 - (B) The PROJECT is substantially complete;
 - (C) The work on the PROJECT is suspended for a period of more than one (1) year; or
 - (D) Upon request.
- (v) The INSPECTOR shall immediately return any unapproved documents to the Architect for proper action and notify the DSA if the Contractor proceeds with construction activities in accordance with such unapproved documents.
- (d) Inspector's Semimonthly Reports. Not Used
- (e) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT. Such reports shall include, but not be limited to, the following information:
 - (i) Activities performed by the Contractors, and areas where work is performed with relation to the plans and specifications.
 - (ii) Manpower assigned to the Contractor and subcontractor(s), including the number of individuals in each trade of work being performed.
 - (iii) Weather conditions.
 - (iv) Equipment and materials delivered to the site.
 - (v) Construction equipment and vehicles utilized on PROJECT.
 - (vi) Nature and location of the work being performed (starting and completion dates for various portions of the work).
 - (vii) Verbal communication and clarifications of the work given to the Contractor awarded the PROJECT.
 - (viii) Inspection by representatives of regulatory agencies.
 - (ix) Occurrences or conditions that might affect Contract Sum or Contract Time.
 - (x) Visitors to the site, titles, and employers of visitors, and reasons for visit.
 - (xi) INSPECTOR's record journal to include "Pertinent Calls" relating to conflicting issues regarding changes to documents, i.e., plans, specifications, change orders and job conditions affecting the interests of the DISTRICT.

(xii) Any work or material in place that does not correspond with the codes, drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.

(xiii) Times of day INSPECTOR was present on site.

(f) Not used.

(g) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:

(i) Concrete pouring operations. Not Used

(ii) Welding operations. Not Used

(iii) Penetration records. Not Used.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT. At the end of each individual PROJECT, the INSPECTOR shall provide to the DISTRICT with all PROJECT documentation in a professional format, both in binders and on a computer CD.

A complete and accurate copy of all records kept or created by the INSPECTOR arising under or connected in any way to the PROJECT shall be furnished by the INSPECTOR to the DISTRICT immediately upon written demand by the DISTRICT.

(h) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

(i) Not used.

(j) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect or registered engineer, to the school board, and to the Division of the State Architect shall constitute a

violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(D) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(1) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, in no event shall such policy limit be less than \$1,000,000.00.

(2) Comprehensive general liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) and automobile liability insurance with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury and property damage liability per occurrence, including:

- a. Owned, non-owned and hired vehicles at cash value;
- b. Blanket contractual;
- c. Broad form property damage;
- d. Products/completed operations; and
- e. Personal injury.

(3) Not used.

(4) Each policy of insurance required in Section D(2) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(E) The DISTRICT agrees to pay the INSPECTOR for hours actually expended in performing the work in accordance with the rate and price schedule information set forth in EXHIBIT "A". This AGREEMENT is based on estimated Time and Material expense at the hourly rates attached as Exhibit "A". In no event shall the total payment to INSPECTOR under this AGREEMENT exceed the Estimated Project Inspection Cost ("INSPECTION COST") of **Three Thousand Dollars (\$3,000.00)**, inclusive of all Reimbursable Expenses, for all services performed and expenses incurred pursuant to this AGREEMENT for the completion of the PROJECT(S).

(F) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day, based on the needs of the PROJECT, to the inspection of the Field Replacement Project at Center High School (hereinafter referred to as the "PROJECT").

(G) Termination. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

- (1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement inspector costs shall be deducted from payments to the INSPECTOR.
- (2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (G)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.
- (3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.
- (4) In the event the INSPECTOR is terminated, with or without cause, the INSPECTOR shall personally provide all the original PIC's prepared or obtained by the INSPECTOR in connection with the PROJECT to the assuming DSA inspector or the DSA as directed by the DISTRICT. All original PIC's must be provided to the DSA assuming inspector or the DSA, as applicable, within 48 hours of the effective date of the INSPECTOR's termination. Under no circumstances shall the INSPECTOR withhold any original PIC's related to the PROJECT upon the INSPECTOR's termination. The INSPECTOR shall be responsible for any delays on the PROJECT that arise out of the INSPECTOR's failure to provide the original PIC's to the assuming DSA inspector or the DSA as directed by the DISTRICT in accordance with this section. Upon the effective date of the INSPECTOR's termination, the INSPECTOR shall provide copies

of all current PIC's in the INSPECTOR's Project File to the DISTRICT along with all other documents detailed in Section (C)(2)(c) of this AGREEMENT.

(5) In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

(6) THE DISTRICT AND INSPECTOR UNDERSTAND AND AGREE THAT SECTION (G) OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

(1) Workers' Compensation and Employers' Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and

(2) General Liability. Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR related to, founded upon or in connection with this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

(3) Not used.

(4) Business Automobile Liability. Liability for bodily injury or property damage claims arising out of the use of owned, hired, or non-owned automobiles operated by the INSPECTOR, its officers, agents, employees or anyone employed by the INSPECTOR, in connection with work performed under this AGREEMENT.

(5) INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, the State of California, or their officers, agents or employees in connection with or in any manner arising out of INSPECTOR's performance of services contemplated by this Agreement or injuries identified herein Section (H) and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(6) THE PARTIES UNDERSTAND AND AGREE THAT SECTION (H) OF THIS AGREEMENT SHALL BE THE SOLE INDEMNITY, AS DEFINED BY CALIFORNIA CIVIL CODE § 2772, GOVERNING THIS AGREEMENT. ANY OTHER INDEMNITY THAT MAY BE ATTACHED TO THIS AGREEMENT AS AN EXHIBIT OR OTHERWISE INCLUDED IN THE INSPECTOR'S TERMS AND CONDITIONS SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

(7) ANY ATTEMPT TO LIMIT THE INSPECTOR'S LIABILITY TO THE DISTRICT IN AN ATTACHED EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE INSPECTOR.

(I) Independent Contractor. INSPECTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. The INSPECTOR understands and agrees that INSPECTOR and all of INSPECTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The INSPECTOR assumes the full responsibility for the acts and/or omissions of the INSPECTOR's employees or agents as they relate to the services to be provided under this AGREEMENT. The INSPECTOR shall assume full responsibility for payment of all prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective INSPECTOR's employees. INSPECTOR shall fully defend and indemnify the DISTRICT from any claims, damages or any liability arising from or related to DISTRICT or its subcontractors' failure to comply with any applicable prevailing wage laws and requirements.

(J) Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(K) The DISTRICT and the INSPECTOR, 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. The INSPECTOR shall not assign this AGREEMENT.

(L) This AGREEMENT shall be governed by the laws of the State of California.

(M) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR 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 DISTRICT and the INSPECTOR.

(N) THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE INSPECTOR. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT "A" SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A

SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE INSPECTOR SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE INSPECTOR MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBIT "A" BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE INSPECTOR'S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS.

(O) Time is of the essence with respect to all provisions of this AGREEMENT.

(P) Education Code Section 45125.1: During the entire term of this AGREEMENT, INSPECTOR shall fully comply with the provision of Education Code sections 45125.1 (Fingerprinting Requirements), when it is determined that the INSPECTOR or subcontractor will have contact with pupils in the performance of services under this AGREEMENT. See **EXHIBIT "B"** attached.

(Q) This AGREEMENT will be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguities with respect to, any word, phrase or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

(R) If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

(S) All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by this reference as though fully set forth in each instance in the text hereof unless otherwise excluded by this AGREEMENT.

(T) This AGREEMENT is not a valid or enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board of the District duly passed and adopted.

(U) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of the INSPECTOR's interests set forth herein without the DISTRICT's written approval shall be void and shall be given no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without the prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(V) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(W) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

INSPECTOR:

MHL Enterprises

By: D K Dooley
Digitally signed by D K Dooley
DN: cn=D K Dooley, o=MHL Enterprises,
ou, email=dkdooley@spring.com, c=US
Date: 2019.03.11 07:42:19 -0700

DISTRICT:

Center Joint Unified School District

By: 

Scott A. Loehr, Superintendent

EXHIBIT "A"

Schedule of Hourly Rates

<u>INSPECTOR</u>	<u>HOURLY</u>
PROJECT INSPECTOR STANDARD WORK WEEK (40 hours/week Monday-Friday, non-holiday)	\$95.00
PROJECT INSPECTOR OVERTIME RATES (First 4 daily overtime hours, Monday-Friday, and the first 8 hours on Saturday)	\$95.00
PROJECT INSPECTOR SUNDAY/HOLIDAY OVERTIME RATE	\$95.00

These fees include all expenses related to inspecting the project, including cell phone usage, office supplies, vehicle related costs, inspection tools, code and reference books, general and liability insurance premiums, and all other business related costs.

EXHIBIT "B"

INSPECTOR'S CERTIFICATION REGARDING BACKGROUND CHECKS

Pursuant to Education Code Section 45125.1, INSPECTOR will submit the names of all persons who will be providing services to the Center Joint Unified School District on behalf of this business entity, to allow the District to send these individuals to a Live Scan facility for fingerprinting and conduct the required DOJ criminal background check. I understand that no person will perform services on any District site until I have been notified of receipt of clearance from DOJ regarding those persons named.

As required by Education Code 45125.1, attached hereto (below) a list of names of the employees or agents of INSPECTOR who will be providing services to Center Joint Unified School District and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify the Center Joint Unified School District of any addition/deletions as they occur.

[INSERT LIST OF NAMES]

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

Date _____, 20____

D K Dooley

Digitally signed by D K Dooley
DN: cn=D K Dooley, o=MHL Enterprises,
ou, email=mkdoe@mindspring.com, c=US
Date: 2019.05.31 07:39:49 -07'00'

[INSPECTOR]

By its: _____

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 21, 2019

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 1

Assist. Supt. Initials: CD

SUBJECT: FINAL CHANGE ORDER 01 – FieldTurf

Project No. 19-02DSA No. 02-117392

Center High School - Field Replacement and ADA Upgrades

Project No. 19-02 Center High School – Field Replacement and ADA Upgrades contract was awarded to FieldTurf for the turf replacement portion of the project at the District's April 10, 2019 Board meeting.

The board is asked to approve Final Change Order 01 with FieldTurf to close out the Field Replacement portion of the project. The Change Order reflects a credit to the contract in the amount of \$142,237.52 against the project allowances and \$18,330.00 against the contract. This change order revised the total contract amount from \$801,267.00 to \$640,699.48, a decrease of \$160,567.52. No time has been extended to the date of completion.

Recommendation: Approve the Final Change Order 01 for FieldTurf, for Project No. 19-02 Center High School – Field Replacement and ADA Upgrades.

CONSENT AGENDA

Center Joint Unified School District
Center High School - Field Replacement Project & ADA Upgrades

FINAL CHANGE ORDER

Project: **Center High School - Field Replacement Project & ADA Upgrades**

Date: **8/21/2019**

Architect: **Verde Design, Inc.**

Contractor: **FieldTurf USA, Inc.**

DSA App 02-117392

Change Order # **FINAL**

You are hereby authorized to make the following changes relative to your work on the above referenced project

Non-Allowance PCOs

PCO#	PCO Description	Days	Amount
1 7	Credit for not installing the Brock Padding and Mirafi 140N liner	0	\$ (18,330.00)
The Contract will be modified by Non-Allowance PCOs in the amount of:		0	\$ (18,330.00)

Allowance No: 1 Allowance Amount: \$ 50,000.00 Description: FieldTurf - Subdrain Trench

PCO#	PCO Description	Days	Amount
1 3	Furnish and Install New Quick Couplers	0	\$ 2,858.44
2 4	Adjust Boxes in the Field per RFI #5	0	\$ 674.10
3 5R	Modify Existing Perforated Drain Elevation on West Side of Field on T&M	0	\$ 1,353.64
4 6	Labor to repair existing Brock pad	0	\$ 2,876.30
Allowance No. 1 will be modified by this Change Order in the amount of:		0	\$ 7,762.48

Cost of the above Work is to be applied against this Cash Allowance

Original Cash Allowance Amount:	\$ 50,000.00
Allowance Modifications:	\$ -
Net change by previously authorized Change Orders:	\$ -
Cash Allowance Sum will be modified by this Change Order in the amount of:	\$ (7,762.48)
Cash Allowance Balance including this Change Order:	\$ 42,237.52

Allowance No: 2 Allowance Amount: \$ 100,000.00 Description: FieldTurf - Perf. Drain Trench

Original Cash Allowance Amount:	\$ 100,000.00
Allowance Modifications:	\$ -
Net change by previously authorized Change Orders:	\$ -
Cash Allowance Sum will be modified by this Change Order in the amount of:	\$ -
Cash Allowance Balance including this Change Order:	\$ 100,000.00

For final settlement between FieldTurf and Center Joint Unified School District of all real claims including but not limited to the following:

Original Contract Sum:	\$ 801,267.00
Final Allowance Modification:	\$ (142,237.52)
Net change by previously authorized Change Orders:	\$ -
Contract Sum will be modified by this Change Order in the amount of:	\$ (18,330.00)
Contract Sum including this Change Order:	\$ 640,699.48

Contract Time increased by: 0 Days
Date of completion as of the date of this Change Order: 8/2/2019

Center Joint Unified School District
Center High School - Field Replacement Project & ADA Upgrades

FINAL CHANGE ORDER

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

Mark Peterson
Name Title, Capital Program Management, Inc.

Date: 7-24-19

Reviewed by A/E

Chris Sather VERDE DESIGN INC
Name, Title, Company

Date: 7-25-19

Agreement by
Contractor

Darren Gill, FieldTurf USA
Name, Title, Company

Date: 7-25-19

Approved by
Owner

Craig Deason, Asst. Supt.
Name, Title, School District

Date: 7/26/19



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 04

PROJECT: Center High School Turf Replacement and ADA Upgrades

DSA APPLICATION NO.: 02-117392

NAME OF CONTRACTOR: FieldTurf

NAME OF ARCHITECT: Verde Design, Inc.

Contractor proposes to change the Contract as follows:

After modifying the base and header the Hunter cooling heads and boxes were sitting at slightly different elevations. Boxes low or high were adjusted to the correct height per recommendations by FieldTurf and direction to proceed with recommendations by Verde Design, Inc. Price provided by FieldTurf was a lump sum to do the work.

Reference Document (RFP, RFI #): RFI 05

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is \$ 674.10 *
2. The proposed schedule change is 0 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.	Verde Design, Inc.	FieldTurf.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
 (Signature)	 (Signature)	 (Signature)	 (Signature)
CRAIG DOOLING (Print Name)	CHRIS SULLIVAN (Print Name)	Darren Gill (Print Name)	Craig Deason (Print Name)
DATE 7-17-19	DATE 7-23-19	DATE 7-23-19	DATE 7/24/19

* District Allowance to be used for this unforeseen condition. Contract price will remain the same.



THE ULTIMATE
SURFACE EXPERIENCE

PCO #4
DISTRICT

Contract Change Order Proposal

Date: June 19, 2019

Change Order #2

From: FieldTurf USA, Inc.
7445 Cote de Liesse Rd. Suite 200
Montreal, Quebec H4P 1G2
Phone: 888-209-0065 Fax: 503.692.0491

To: Center Joint USD
3111 Center Court Lane
Antelope, CA 95834

Project: Center High School
Synthetic Turf Field Replacement

Contact: Craig Deason
Phone:
Fax:
Email: cdeason@centerusd.org

Original Contract:	\$ 801,267.00
Previous Change Orders:	\$ 2,858.44
Current Change Order:	\$ 674.10
Revised Contract Total:	\$ 804,799.54

Allowance.

SCOPE: Adjust boxes in field. Total of 8

Description	Total Cost
Adjust boxes on site	\$ 674.10
TOTALS	\$ 674.10

Notes/Exclusions:

Quote is valid for thirty (30) calendar days

The Contract Time will be increased by ____ days.

It is mutually agreed that for the above-referenced changes to take place, the original contract price will be adjusted by the above-referenced amount, which will become payable in accordance with the same terms and conditions as in the original contract or purchase order:

\$ 674.10

If all the terms of this change order are acceptable please have an authorized representative sign the bottom of this document and return it to FieldTurf's Montreal office, or as otherwise provided in the contract documents. FieldTurf will, in turn, provide a fully executed copy for your records. Once this document is fully executed, it will be considered a revision/modification to the original contract or purchase order.

FieldTurf USA, Inc.

Center Joint USD

Authorized Representative

Authorized Representative

Date

Date



VERDE DESIGN

LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN

1243 Iron Point Rd. Suite 140
Folsom, CA 95630
tel: 916.415.6554
fax: 916.945.7260
www.VerdeDesignInc.com

REQUEST FOR INFORMATION (RFI)

RFI NO.: 05
DATE: June 25, 2019
TO: Lindsay Agattas, FieldTurf
SUBMITTED BY: Chris Sullivan
CC: Craig Denson, CJUSD
Darrell Brown, FieldTurf
Craig Dooling, CPM
Mark Baginski, VDI
SUBJECT: Cooling Heads and Boxes
PROJECT: Center High School Field Replacement
VERDE'S PROJECT NO.: 181600
DSA NO.: 02-117392

FILE NAME AND PATH: Q:\2017\1713200 - Rio Americano-PAB-Track Field Replacement\Construction Services\RFI\RFI RFI 05.rvt

THIS DOCUMENT IS BEING TRANSMITTED BY: ☐ HAND ☐ FAX ☐ MAIL ☒ EMAIL ☐ HARD COPY WILL FOLLOW

RFI Question:

"Now that the base and header have been modified, the Hunter cooling heads and boxes are sitting at slightly different elevations. In order for them to have continuity, we are recommending the following:

1. Low boxes- non infilled short pile turf be mounted on top of the existing track surfacing.

2. High boxes – remove existing track surfacing and replace with same non-infilled short pile turf.

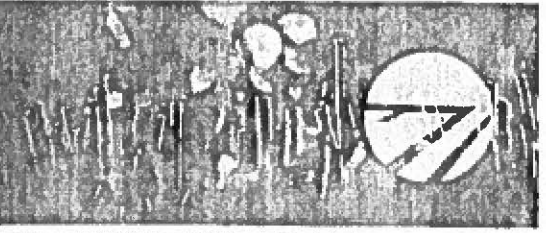
Please advise how to proceed and we can provide a price."

Answer:

Proceed with above recommendations.

END OF RFI

REQUEST FOR INFORMATION



To:	Verde Design/Center Joint Unified School District	Email:	amy@verdedesigninc.com cdeason@centerusd.org
Attn:	Amy LaTonne/Craig Deason	Phone:	(916) 790-9302
From:	FieldTurf USA, Inc.	Email:	lagattas@fieldturf.com
	Lindsay Agattas	Phone:	281-531-4720

RFI#: 1

RE: Center HS – Synthetic Turf Field Replacement
Project

Ref Technical Specification Section:	
Reference Sheet/Detail No.:	Existing Conditions

COST IMPACT:
TBD

SCHEDULE IMPACT:
NO

QUESTION:

Now that the base and header have been modified, the Hunter cooling heads and boxes are sitting at slightly different elevations. In order for them to have continuity, we are recommending the following:

1. Low boxes- non infilled short pile turf be mounted on top of the existing track surfacing
2. High boxes- remove existing track surfacing and replace with same non-infilled short pile turf

Please advise how to proceed and we can provide a price.

RESPONSE:

Submitted By: Lindsay Agattas
Project Manager

Responded By:



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 05R

PROJECT: Center High School Turf Replacement and ADA Upgrades

DSA APPLICATION NO.: 02-117392

NAME OF CONTRACTOR: FieldTurf

NAME OF ARCHITECT: Verde Design, Inc.

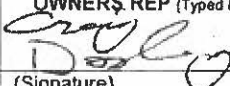


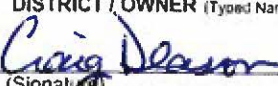
Contractor proposes to change the Contract as follows:

Modify existing perforated drain elevation on west side of field.
T & M tickets #1067, 1068 and 1069

Reference Document (RFP, RFI #):

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$ 1,353.64 *
2. The proposed schedule change is 0 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.	Verde Design, Inc.	FieldTurf.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
		 <small>Digitally signed by Darren Gill DN: cn=Darren Gill, o=FieldTurf USA, Inc., email=darren.gill@fieldturf.com, c=US Date: 2019.07.18 12:25:20 -0700</small>	
(Signature)	(Signature)	(Signature)	(Signature)
CRAIG DOOLING	CHRIS SULLIVAN	Darren Gill	Craig Deason
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 7-18-19	DATE: 7-23-19	DATE: 7-18-19	DATE: 7/24/19

* District Allowance to be used for this unforeseen condition. Contract price will remain the same.

Proposed Change Order

To: CJUSD

PCO No: 5 Rev

Ref Doc No.: _____

Date: 07/01/19

Re: CJUSD CHS Turf Replacement Project and ADA Upgrades
Modify existing perforated drain elevation on west side
of field.

DSA File No: 02-117392

Project No. _____

Scope of Work:

Per T&M Tags 1067, 1068 & 1069

Checked drainage slope, inspected for material build up,
drainage repair, removed gravel from trench and reset pipe
needed for slope, back filled. Regraded trench, added rock,
level and compact.

Tag 1066 was rejected per email from Darrell Brown 7/1/19
as part of original scope of work.

LABOR

Bear Valley Excavation

QTY

Rate

Foreman Carl & Cameron 9 95.55

Operator

Laborer 4 76.37

EQUIPMENT

MATERIAL

Sub Work	GC Work
\$ 859.95	
\$ -	
\$ 305.48	
\$ -	
\$ -	
\$ -	
\$ -	

Subtotal \$ 1,165.43 \$ - \$ 1,165.43

O & P for Work - Sub 10% \$ 116.54 \$ - \$ 116.54

O & P for GC 5% \$ 58.27 \$ 58.27

Bond 1% \$ 13.40 \$ 13.40

\$ 1,281.97 Total \$ 1,353.64

Additional Time required 0

Cost: \$ 1,353.64

FieldTurf _____ Date _____

Bear River Hauling and
Excavating

1066

P O Box 1823
Rocklin CA 95677
530-395-4855

Date 6-5-19

Name Field Turle

Address Center High School

HRS	DESCRIPTION	AMOUNT
15	Cameron	
	checkel pipe Pot hole	
1.5	Car 1	
	checked pipe pot hole	
3		
TOTAL \$		375

Loads	Tons	Yards	Material
	Rejected per email from Darrell Brown on 7-1-19. This work was in scope.		
		TOTAL DUE	375.00

1067

Date 6-12-19

Address Center high school

Rate per DIR
determination of
\$95.55/hr. for
foreman

Loads	Tons	Yards	Material
			\$286.65
TOTAL DUE			375.00

Bear River Hauling and Excavating

1068

P.O. Box 1823
Rocklin, CA 95677
530-395-4855

Date 6/12/19

Name Field T. C.

Address Center High School

HRS	DESCRIPTION	AMOUNT
3	Cameron	\$286.65
	Supervisor + Assist	Rate per DIR determination of \$95.55/hr. for foreman
	Drainage Repair	
4	LABOR #1	\$305.48
	Removed gravel from trench	Rate per DIR determination of \$76.37/hr. for laborer
	Reset pipe to needed slope	
	Back Filled	
7	TOTAL \$	875

Loads	Tons	Yards	Material
			\$592.13
TOTAL DUE			875.00

1069

Date 2/1/79

Address Center High School

Loads	Tons	Yards	Material
	Remove cost for crushed rock per email from Darrell Brown on 7-1-19.	10	38 CRUSHED ROCK
			430.98
		TOTAL DUE	\$ 805.98

T & M WAGE CHART

Date 7/17/2019

School/Project: Center High School Turf Replacement

PREVAILING WAGE RATE CALCULATION

CONTRACTOR: Bear River (estimated trades)

Fill These Cells

Formula Driven-Do Not Type

This rate used for laborer

Rates valid through:				Fringe Benefits (does not increase for OT rates)							Burden (Employer Payments)									
No	DIR Trade / Craft	Group	Level (J, A-F)	Straight Hourly Rate	Health & Welfare	Pension	Vacation / Holiday	Other Payments	Subtotal (Fringes)	Training	Subtotal Straight Hourly Rate	FICA 7.65%	SDI 1.28%	Workman Comp. Varies	UI 6.20%	FUTA 0.80%	Total Burden	Total Hourly Rate	Total Subtotal Rate (D1-2.0x)	Total Billable Rate (D1-2.0x)
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
1	Laborer	1	J	29.79	8.25	12.20	2.75	0.30	23.50	0.45	53.74	4.11	0.69	6.45	3.33	0.43	15.01	68.75	87.31	106.86
														12.00%						
2	Laborer	1	F	35.75	8.25	12.20	2.75	0.30	23.50	0.45	59.70	4.57	0.76	7.16	3.70	0.48	16.67	76.37	109.16	134.31
														12.00%						
3	Op Eng Bldg Const	6	J	36.59	13.78	10.78	4.51	0.79	29.86	0.92	67.37	5.15	0.86	8.08	4.18	0.54	18.82	86.19	120.56	146.30
														12.00%						
4	Op Eng Bldg Const	6	F	43.91	13.78	10.78	4.51	0.79	29.86	0.92	74.69	5.71	0.96	8.96	4.63	0.60	20.86	95.55	136.00	166.89
														12.00%						
5									-		-	-	-	-	-	-	-	-	-	-
6									-		-	-	-	-	-	-	-	-	-	-
7									-		-	-	-	-	-	-	-	-	-	-
8									-		-	-	-	-	-	-	-	-	-	-

This rate was used for foreman

Notes:



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 06

PROJECT: Center High School Turf Replacement and ADA Upgrades

DSA APPLICATION NO.: 02-117392

NAME OF CONTRACTOR: FieldTurf

NAME OF ARCHITECT: Verde Design, Inc.

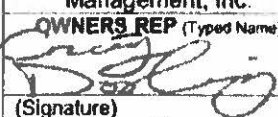
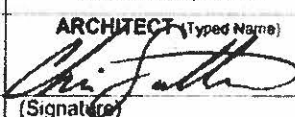

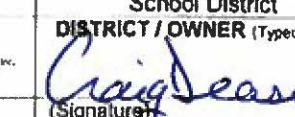
Contractor proposes to change the Contract as follows:

During the site demolition, it was determined that all of the existing Brock pad and liner did not need to be replaced. The contract had estimated 5 pallets of Brock material would be required for repairs. Credit to the District for supply and installation of the (5) pallets of Brock Synthetic Base Material and the Mirafi 140N liner.

Reference Document (RFP, RFI #): NA

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment is a credit to the Contract Sum is: <\$ 18,330>
2. The proposed schedule change is 0 days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
Capital Program Management, Inc.	Verde Design, Inc.	FieldTurf.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
 (Signature)	 (Signature)	 (Signature)	 (Signature)
CRAIG DOOLING (Print Name)	CHRIS SULLIVAN (Print Name)	Darren Gill (Print Name)	Craig Deason (Print Name)
DATE: 7-19-19	DATE: 7-23-19	DATE: 7-23-19	DATE: 7/24/19



The Supplier requires a minimum of 6 weeks lead time from the acceptance of layouts and approval of all plans prior to any work commencing at the Site.

SITE PREPARATION WORK

The Supplier shall provide the site preparation work (limited to minor touch-ups of the base surface) in accordance with the specifications provided in this Letter of Commitment. The site preparation work will be subject to the same conditions and requirements indicated in Section 7 "Installation" hereof. Notwithstanding, any work regarding the base and ensuring its planarity is specifically excluded from the Supplier's scope of work. On occasion, a base will present unique issues, once uncovered upon removal of the existing turf, which may require the import of additional materials and/or the provision of labor to remedy planarity or other deflections in the existing surface. In the event this becomes necessary at the Site, FieldTurf can assist with this process at an additional cost.

PRICE

The purchase price for the Product fully installed shall be **\$646,211** (the "Purchase Price"), as set out below, plus any other permanent inlaid lines, logos, applicable taxes, bonding cost and any other unforeseen costs.

The Purchase Price is subject to increase if affected by a tax increase, new taxes, and levies or any new legally binding imposition affecting the transaction.

** = APPROVED * = SUBMITTAL REQUIRED*
A 2 Inch, FieldTurf Vertex Prime (FTVTP-2) Purefill series turf:

✓ FTVTP2 – FieldTurf Vertex Prime 2"	\$4.30/SF
✓ Pure Fill Infill	\$.35/SF
Sub Total:	\$424,038
Removal and Disposal	\$72,630
– Laser Grade (10' around edges only/Hand work)	\$7,295
– Finish Stone	\$2,900
– MOB/GC	\$7,407
– Composite Nailer (Shim existing nailer ½")	INCLUDED
✶ Goal Post (Soccer goal with tie downs)	\$6,600
✶ Hand Hole/Utility Box (QC Boxes)	\$30,400
✓ Brock Synthetic Base Material (Supply and install Mirafi 140N liner	\$18,330

This was not installed. Please provide a credit.





FieldTurf

A Tarkett Sports Company

and 5 pallets of Brock material if required for repairs)

Inlaid football markings (numbers, arrows, hash marks)	INCLUDED
Inlaid soccer markings	INCLUDED
Center Logo, approx., 42' x 50', 5 Colors	\$23,000
13 End-Zone Letters, approx. 15', 2 Colors (\$1,700/letter)	\$22,100
8 year 3 rd Party Insured Warranty	INCLUDED
CMAS Fees	INCLUDED
Gmax Testing (5 total)	\$7,500
Bonding Costs	\$7,189
Sales Tax on materials only (7.75%)	\$16,822
Total Price	\$646,211

Alternates:

<input type="checkbox"/> 8 year maintenance program (1 visit per year for 8 years)	ADD \$14,760
<input type="checkbox"/> GroomRight	ADD \$5,000
<input type="checkbox"/> SweepRight	ADD \$2,500
<input type="checkbox"/> SweepRight Pro	ADD \$5,595
<input checked="" type="checkbox"/> Remove and repaint Goal Posts	ADD \$5,056
<input type="checkbox"/> Vertex with Core Fiber	NO BID**

****CORE Fiber is sold out until October 2019 at the earliest**

SITE WORK INCLUDES:

- Mobilization
- Supervision for our work
- Site Demolition
 - Remove existing synthetic turf field
 - Haul off existing synthetic turf field
 - Remove existing Brock pad and salvage for re-installation
 - Demo existing liner
- Shim existing nailer board ½"
- Adjust existing boxes onsite
- Furnish & install new quick coupler boxes as detailed
- Furnish & install soccer goal lockdown boxes
- Furnish two (2) soccer goals





Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 07

PROJECT: Center High School Turf Replacement and ADA Upgrades

DSA APPLICATION NO.: 02-117392

NAME OF CONTRACTOR: FieldTurf

NAME OF ARCHITECT: Verde Design, Inc.

Contractor proposes to change the Contract as follows:

Labor to repair some broken pieces of existing Brock pad. T&M reported by FieldTurf to be 35 hours (4 men, 1 day).

Reference Document (RFP, RFI #): NA

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$2,876.30
2. The proposed schedule change is 0 days

REVIEWED	REVIEWED	ACCEPTED	APPROVED
Capital Program Management, Inc.	Verde Design, Inc.	FieldTurf.	Center Joint Unified School District
OWNERS REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT OWNER (Typed Name)
			
(Signature)	(Signature)	(Signature)	(Signature)
CRAIG DOOLING	CHRIS SULLIVAN	Darren Gill	Craig Deason
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 7-19-19	DATE: 7-23-19	DATE: 7-23-19	DATE: 7/24/19

Proposed Change Order

To: CJUSD

PCO No: 6

Ref Doc No.: NA

Date: 07/01/19

Re: CJUSD CHS Turf Replacement Project and ADA Upgrades

DSA File No: 02 117392

Project No.

Scope of Work:

Labor to repair some broken pieces of Brock pad.
T&M reported by FieldTurf to be 35 hours (4 men, 1 day).

				Sub Work		GC Work	
LABOR	FieldTurf	QTY	Rate				
Journeyman	Straight Time	8	\$ 69.05			\$ 552.40	
Journeyman	Straight Time	8	\$ 69.05			\$ 552.40	
Journeyman	Straight Time	8	\$ 69.05			\$ 552.40	
Journeyman	Overtime	1	\$ 88.92			\$ 88.92	
Journeyman	Overtime	1	\$ 88.92			\$ 88.92	
Journeyman	Overtime	1	\$ 88.92			\$ 88.92	
Journeyman	Straight Time	8	\$ 69.05			\$ 552.40	
				Subtotal	\$ -	\$ 2,476.36	\$ 2,476.36
O & P for Work - Sub				10%	\$ -	\$ 247.64	\$ 247.64
O & P for GC				5%		\$ 123.82	\$ 123.82
Bond				1%			\$ 28.48
						Total	\$ 2,876.30
Additional Time required							0

Cost: \$ 2,876.30

FieldTurf

Date

Sharon Thomas

From: Agattas, Lindsay <Lindsay.Agattas@fieldturf.com>
Sent: Tuesday, July 16, 2019 4:55 PM
To: Sharon Thomas
Cc: Craig Dooling; 'cdeason@centerusd.org'; Mark Rosson; Chris Sullivan
Subject: RE: CJUSD CHS - Turf Replacement - PCO 06 - Credit for Brock

Hi Sharon – Approximately 35 hours (4 guys 1 day) wage rate is \$72.42.

Thanks,

Lindsay Agattas
PM Team Lead



THE ULTIMATE
SURFACE EXPERIENCE



15129 Kimberley Court
Houston TX 77079
United States
Tel: +1 281-531-4720
Other:
Mobile:
Fax:

Email: Lindsay.Agattas@fieldturf.com

CONFIDENTIALITY NOTICE: This e-mail message is intended only for the above-mentioned recipient(s). Its content is confidential. If you have received this e-mail by error, please notify us immediately and delete it without making a copy, nor disclosing its content, nor taking any action based thereon. Thank you.

AVERTISSEMENT DE CONFIDENTIALITÉ: Le présent courriel est destiné uniquement au(x) destinataire(s) susmentionné(s). Son contenu est confidentiel. Si vous avez reçu ce courriel par erreur, veuillez nous en aviser immédiatement et l'effacer sans en tirer de copie, ni en dévoiler le contenu, ni prendre quelque mesure fondée sur celui-ci. Merci. <http://www.tarkett.com/e-mail-disclaimer.html>

From: Sharon Thomas [mailto:sharont@capitalpm.com]
Sent: Tuesday, July 16, 2019 2:58 PM
To: Agattas, Lindsay <Lindsay.Agattas@fieldturf.com>
Cc: Craig Dooling <craigd@capitalpm.com>; 'cdeason@centerusd.org' <cdeason@centerusd.org>; Mark Rosson <mark@capitalpm.com>; Chris Sullivan <chriss@verdedesigninc.com>
Subject: RE: CJUSD CHS - Turf Replacement - PCO 06 - Credit for Brock

Thanks Lindsay

I will need a breakdown from you for the labor against the credit to prepare the PCO for that item. I have attached the T&M rates provided at the start of the project.

With all of the PCO's I am preparing a final change order that will in effect create a deduction in the contract amount due to not using all of the allowances included.

SHARON THOMAS, AIA

Center Joint Unified School District
8408 Watt Ave, Antelope, CA 95843
(916) 338-4400

T & M WAGE CHART PREVAILING WAGE RATE CALCULATION

DATE: 4/8/2019

PRIME CONTRACTOR: FieldTurf USA, Inc

SCHOOL/PROJECT NAME: Center High School

SUBCONTRACTOR:

SIGNED BY: Charles Chambers

Rates valid through				Fringe Benefits (does not increase for OT rates)							Burden (Employer Payments)									
No	DJR Trade / Craft	Group	Level (J, A & G)	Straight Hourly Rate	Health & Welfare	Pension	Vacation / Holiday	Other Payments	Subtotal of Fringe	Training	Subtotal Straight Hourly Rate	PCA	SDI	Workman Comp.	UI	PUTA	Total Burden	Total Hourly Rate	Total Burden Rate (OT - 1.5x)	Total Burden Rate (OT - 2.0x)
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
1	Soft Floor Layer		J	34.28	10.25	11.54	2.53	0.36	24.66	0.60	35.56	4.56	0.76	0.00%	3.69	0.48	5.49	69.05	85.92	108.79
2	Soft Floor Layer		A 90%	30.65	10.25	10.39	2.28	0.36	23.28	0.60	34.73	4.19	0.70	0.00%	3.39	0.44	5.72	63.45	89.47	109.14
3	Soft Floor Layer		A 80%	27.43	10.25	9.24	2.02	0.36	21.87	0.60	32.90	3.82	0.64	0.00%	3.09	0.40	5.95	57.85	81.13	98.62
4	Soft Floor Layer		A 75%	25.71	10.25	8.66	1.90	0.36	21.17	0.60	32.48	3.63	0.61	0.00%	2.94	0.38	7.56	55.04	76.94	93.33
5	Soft Floor Layer		A 70%	24.00	10.25	8.07	1.77	0.36	20.45	0.60	32.05	3.45	0.58	0.00%	2.79	0.36	7.18	52.23	72.78	88.08
6	Soft Floor Layer		A 65%	22.29	10.25	7.52	1.64	0.36	19.77	0.60	32.68	3.26	0.55	0.00%	2.64	0.34	6.80	49.46	68.82	82.83
7	Soft Floor Layer		A 60%	20.57	10.25	6.93	1.52	0.36	18.06	0.60	30.23	3.08	0.51	0.00%	2.49	0.32	6.41	45.84	64.42	77.54
8	Soft Floor Layer		A 55%	18.86	10.25	6.35	1.39	0.36	16.35	0.60	37.81	2.89	0.48	0.00%	2.34	0.30	6.02	43.83	60.24	72.26

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 21, 2019

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 1

Assist. Supt. Initials: CD

SUBJECT: Notice of Completion – FieldTurf USA Inc. – Field Turf Replacement at Center High School.

Field Turf Replacement Project #19-01 was awarded to FieldTurf USA Inc. on April 20, 2019.

The contractor has met the requirements set forth in the construction documents and work has been completed to the satisfaction of the School District on August 2, 2019

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 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 FieldTurf USA Inc. for the work completed at Center High School.

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 FieldTurf USA Inc. was completed on: August 2, 2019

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 FieldTurf USA 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 _____ day of _____, 2019.

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 21, 2019

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 1

Assist. Supt. Initials: CD

SUBJECT: FINAL CHANGE ORDER 01 – BRCO, Inc.

Project No. 19-02DSA No. 02-117392

Center High School - Field Replacement and ADA Upgrades

Project No. 19-02 Center High School – Field Replacement and ADA Upgrades contract was awarded to BRCO, Inc. for the ADA Upgrade portion of the project at the District's April 10, 2019 Board meeting.

The board is asked to approve Final Change Order 01 with BRCO, Inc. to close out the ADA Upgrade portion of the project. The Change Order reflects a credit to the contract in the amount of \$1,204.80 against the project allowance. This change order revised the total contract amount from \$52,200.00 to \$50,995.20, a decrease of \$1,204.80. No time has been extended to the date of completion

Recommendation: Approve the Final Change Order 01 for BRCO, Inc., for Project No. 19-02 Center High School – Field Replacement and ADA Upgrades.

Center Joint Unified School District
Center High School - Field Replacement Project & ADA Upgrades

FINAL CHANGE ORDER

Project: Center High School - Field Replacement Project & ADA Upgrades Date: 8/21/2019
 Architect: Verde Design, Inc.
 Contractor: BRCO, Inc. DSA App: 02-117392 Change Order #: Final

You are hereby authorized to make the following changes relative to your work on the above referenced project:

Allowance No: 1 Allowance Amount: \$ 5,000.00 Description: BRCO Allowance - ADA Upgrades

PCO#	PCO Description	Days	Amount
1	Rebar Dowels and Removable of Unsuitable Soils at ADA Ramp	0	\$ 3,795.20
Allowance No. 1 will be modified by this Change Order in the amount of:		0	\$ 3,795.20

Cost of the above Work is to be applied against this Cash Allowance:

Original Cash Allowance Amount: \$ 5,000.00
 Allowance Modifications: \$ (1,204.80)
 Net change by previously authorized Change Orders: \$ -
 Cash Allowance Sum will be modified by this Change Order in the amount of: \$ (3,795.20)
 Cash Allowance Balance including this Change Order: \$ -

For final settlement between BRCO, Inc. and Center Joint Unified School District of all real claims including but not limited to the following:

Original Contract Sum: \$ 52,200.00
 Final Allowance Modification: \$ (1,204.80)
 Net change by previously authorized Change Orders: \$ -
 Contract Sum will be modified by this Change Order in the amount of: \$ -
 Contract Sum including this Change Order: \$ 50,995.20

Contract Time increased by: 0 Days
 Date of completion as of the date of this Change Order: 8/2/2019


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.

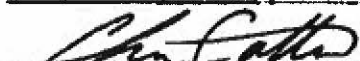
Not valid until signed by the A/E, Contractor and Owner.

Issued by the
 Owners
 Representative



Date: 7/24/19

Reviewed by A/E

 VERDE DESIGN INC

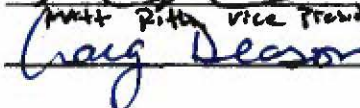
Date: 7/25/19

Agreement by
 Contractor



Date: 7/25/19

Approved by
 Owner

 Vice President

Date: 7/26/19



Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400 Office
(916) 338-6411 Fax

PROPOSED CHANGE ORDER

PCO #: 01

PROJECT: Center High School Turf Replacement and ADA Upgrades

DSA APPLICATION NO.: 02-117392

NAME OF CONTRACTOR: BRCO Inc.

NAME OF ARCHITECT: Verde Design, Inc.

Contractor proposes to change the Contract as follows:

Remove 12" of unsuitable soil, place geo fabric and place 12" of Class II AB. Authorization to proceed on T&M on 6/4/19 by Verde Design, Inc.

Reference Document (RFP, RFI #): RFI 02

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is: \$ 3,795.20 *
2. The proposed schedule change is 0 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.	Verde Design, Inc.	BRCO Inc.	Center Joint Unified School District
OWNERS-REP (Typed Name)	ARCHITECT (Typed Name)	CONTRACTOR (Typed Name)	DISTRICT / OWNER (Typed Name)
			
(Signature)	(Signature)	(Signature)	(Signature)
CRAIG DOOLING	CHRIS SULLIVAN	MATT ROTH	Craig Dease
(Print Name)	(Print Name)	(Print Name)	(Print Name)
DATE: 6/19/19	DATE: 6/19/19	DATE: 6/19/19	DATE: 6/20/19

* District Allowance to be used for this unforeseen condition. Contract price will remain the same.

3650 CINCINNATI AVENUE • ROCKLIN, CA 95677 • CA LICENSE NO. 511602 • PHONE: (916) 253-4373 • FAX: (916) 253-4377



T&M Summary

Project: Center HS - ADA Upgrades

COR #: 1 - Unsuitable Subgrade

Description	Hrs/Days	UOM	Quantity	Rate	Extension	Notes
LABOR						
Foreman	1	HRS	8	93.23	\$ 745.84	
Operator	1	HRS	8	93.23	\$ 745.84	
Labor	1	HRS	4	70.03	\$ 280.12	
					\$ -	
Subtotal				\$	1,771.80	
EQUIPMENT						
Skid Steer - All Star Rents Invoice		HRS	1	-	\$ 554.83	
Mini Ex	1	HRS	8	45.00	\$ 360.00	
End Dump/Lowbed/Transfer	1	HRS	4	100.00	\$ 400.00	
Subtotal				\$	1,314.83	
MATERIAL						
AB - Telchert Aggregates	1	LS	-		\$ 180.87	
Geo Grid - Stock	0	RL	0		\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal				\$	180.87	
SUBCONTRACTORS						

Center Joint Unified School District
8408 Watt Ave, Antelope, CA 95843
(916) 338-8400

T & M WAGE CHART
PREVAILING WAGE RATE CALCULATION

DATE: May 14, 2019

PRIME CONTRACTOR: BRCO Constructors, Inc.

SCHOOL/PROJECT NAME: Center HS Stadium Field Replacement

SUBCONTRACTOR:

SIGNED BY: _____

Rates valid through: 06/23/19				Fringe Benefits (does not increase for OT rates)							Burden (Employer Payments)									
No	DWR Trade / Craft	Group	Level (J, A-F)	Straight Hourly Rate	Health & Welfare	Pension	Vacation / Holiday	Other Payments	Subtotal (Fringes)	Training	Subtotal Straight Hourly Rate	FICA	SOI	Workmen Comp.	UI	PUTA	Total Burden	Total Hourly Rate	Total Estimate Rate (OT - 1.5x)	Total Estimate Rate (DT-2.0x)
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U
1	Carpenter		J	42.52	11.45	10.10	4.44	2.58	28.58	0.93	72.03	5.51	0.92	8.86	4.47	0.58	20.33	92.36	119.62	146.88
														12.38%						
2	Laborer	3	J	29.54	8.25	12.20	2.75	0.30	23.50	0.45	53.49	4.09	0.65	8.02	3.32	0.43	16.54	70.03	98.30	119.57
														15.00%						
3	Operating Engineer	4	J	41.17	13.88	10.78	4.58	0.79	30.01	1.02	72.20	5.52	0.92	9.53	4.48	0.58	21.03	93.23	131.79	161.03
														12.38%						
4														-						
														0.00%						
5														-						
														0.00%						
6														-						
														0.00%						
Notes																				
I	Insert Contractor's basic straight time hourly rate, health & welfare, pension, vacation/holiday and other payments in columns "E" to "I". Then add training to column "K". Subtotal straight time hourly rates will be calculated at column "L" which includes "Fringes Benefits". Please note that the overtime and double time rates are calculated automatically - the basic rate is multiplied by 1.5 for OT and 2.0 for DT and then the fringe benefits, employer burden, and profit are added.																			
II	Insert Contractor's workman compensation rate at lower section of columns "N" where shows "0.00%" for each contractor/trade. Total hourly rate including "Fringes Benefits" and all "Burdens" will be calculated at column "S". Since "Burdens" are percentages of the "subtotal straight/OT hourly rates" they will increase for overtime rates and will be calculated automatically by the spreadsheet.																			



DAILY EXTRA WORK REPORT

Job No.: 1914
Project: Center High School
Date: 6-4-19
Superintendent / Foreman: John Chappell

T & M Tag No. 1 of 1

Description of Work in Progress: Remove 1' of dirt from under sidewalk, replace with AB and compact, place Geo Grid as well

Personnel:

Name	Craft / Classification	Hours	Total
John Chappell	forman	8	
Jermiah English	operator	8	
Andy	labor / driver	8	

Equipment: By type, number & hours (Invoice is mandatory with reconciliation)

304 CAT EX 8 hr
T550 Bob Cat 8 hr
End dump truck 8 hr
Forman's Truck 8 hr

Materials: By type, units (Invoice is mandatory with reconciliation)

16 tons of AB

Signature

Date

6-4-19

Acknowledgement

Date

6/4/19

Check Box if
Final T & M

☐

White Copy - Construction Manager

3650 Cincinnati Ave., Rocklin, CA 95765

Canary Copy - Contractor

Lic. #511602

Pink Copy - Inspector of Record

PH (916) 253-9373

FX (916) 253-9377



sacramento.allstarrents.com

Rented from

7001 Wall Avenue
North Highlands, CA 95660

916 334-5601 Phone
707 435-8457 Fax

Customer #: 13847

B R C O. CONSTRUCTORS, INC.
3650 CINCINNATI AVE.

ROCKLIN, CA 95765

916 652-3868 Phone

Remit To:

2525 Clay Bank Road
Fairfield, CA 94533
866 255-7827 Phone

707 435-8457 Fax

Status: Closed

Invoice #: 851659-10

Invoice Date: Wed 6/ 5/2019

Date Out: Tue 6/ 4/2019 11:00AM

Billed Thru: Tue 6/ 4/2019

Job Loc: 311 Center Court Lane Antelope

Job No:

Ordered By: Jeremy Willow

Terms: NET 30

All Star: Kevin McLendon

PO #: 1914 T&M

Sales Rep: zNO SALESMAN

Qty	Unit #	Items Rented & Safety Messages	Disc Amt	Status	Returned Date	Price
1	27D-0026-5#6810	T-550 TRACK LOADER 7850LB Meter Out 3539 Meter In 3553 Total hours on meter: 14 1day \$319.05 +1day \$319.05 1week \$1,351.95 4weeks \$3,240.45 CUSTOMER IS RESPONSIBLE FOR ANY AND ALL TRACK DAMAGE & BODY DAMAGE MACHINE TO BE USED ONLY ON DIRT AS PAVEMENT & ROCKS DAMAGE TRACKS CUSTOMER WILL BE CHARGED FOR DAMAGED TRACKS UP TO REPLACEMENT COST. TRACTOR IS NOT INTENDED OR ALLOWED TO BE RENTED FOR THE PURPOSE OF DEMOLITION OF BUILDINGS OR OTHER MAN MADE STRUCTURES DAY RATE ON THIS EQUIP IS BASED ON 8 HOURS OF USE WITHIN A 24 HOUR PERIOD. ALL ADDITIONAL USE WILL BE CHARGED AT THE HOURLY RATE WARNING ALWAYS WEAR SEAT BELT FOR YOUR PROTECTION ONLY DRIVE STRAIGHT UP OR DOWN A HILL. NEVER DRIVE CROSS OR SIDE HILL. TRACTOR MAY TIP OVER AND COST YOU REPLACEMENT CHARGES ALWAYS KEEP FRONT BUCKET AND IMPLEMENTS AS LOW AS POSSIBLE TO LOWER CENTER OF GRAVITY. IN AN EMERGENCY REDUCE ENGINE SPEED LOWER FRONT BUCKET AND IMPLEMENTS TO SLOW MOVEMENT OF TRACTOR AND STABILIZE IT	\$0.00	Returned	Tue 6/ 4/2019 4:00PM	\$319.05
1	27D-0215-5#7986	SKIDSTEER BUCKET SMOOTH CUSTOMER ACKNOWLEDGEMENT	\$0.00	Returned	Tue 6/ 4/2019 4:00PM	\$0.00

Qty	Unit #	Items Sold/Special Messages	Status	Each	Price
1	IDLE	SPECIAL INSTRUCTIONS IDLING LIMITS CALIFORNIA STATE IDLING POLICY 2449(d)(3) (A) - No vehicle or engine subject to this regulation may idle for more than 5 consecutive minutes Idling of a vehicle that is owned by a rental company is the responsibility of the customer. The idling policy does not apply to: 1. idling when queuing 2. idling to verify that the vehicle is in safe operating condition. 3. idling for testing, servicing, repairing or diagnostic purposes 4. idling necessary to accomplish work for which the vehicle was designed 5. idling required to bring the machine system to operating temperature, and 6. idling necessary to ensure safe operation of the vehicle	Sold	\$0.00	\$0.00
1	PICKUP24-10	DELIVERY PICK UP ANTELOPE	Sold	\$160.00	\$160.00
1	DSI	SPECIAL INSTRUCTIONS FOR DELIVERY "SPECIAL INSTRUCTIONS FOR DELIVERED EQUIPMENT" RENTAL CHARGES WILL NOT STOP UNTIL CALL IS MADE TO THE STORE AND "STOP RENT NUMBER" HAS BEEN ISSUED. CUSTOMER ALSO ACKNOWLEDGES THEIR RESPONSIBILITY TO KEEP RENTAL ITEM(S) IN A SECURE LOCATION UNTIL PICK UP IS MADE Customer Signature X _____	Sold	\$0.00	\$0.00
1	IDLE	SPECIAL INSTRUCTIONS IDLING LIMITS CALIFORNIA STATE IDLING POLICY 2449(d)(3) (A) - No vehicle or engine subject to this regulation may idle for more than 5 consecutive minutes. Idling of a vehicle that is owned by a rental company is the responsibility of the customer. The idling policy does not apply to: 1. idling when queuing 2. idling to verify that the vehicle is in safe operating condition. 3. idling for testing, servicing, repairing or diagnostic purposes. 4. idling necessary to accomplish work for which the vehicle was designed 5. idling required to bring the machine system to operating temperature, and 6. idling necessary to ensure safe operation of the vehicle	Pulled	\$0.00	\$0.00

Delivery Tue 6/ 4/2019 11:00AM

Jeremy 530 870-6988
 Center High School
 3111 Center Court Lane
 Antelope

Pickup Tue 6/ 4/2019 4:00PM

Jeremy 530 870-6988
 Center High School
 3111 Center Court Lane
 Antelope

Thank you for your Business**Rental Contract**

EQUIPMENT PROTECTION PLAN(EPP). For an additional percentage of the total rental or a fixed amount per day on all trucks. ALL STAR RENTS agrees to waive claims for damage to vehicles/equipment as specified on reverse. Customer understands the EPP is not insurance. By signing below customer agrees to terms of the EPP on reverse. Initial here to accept the responsibility for all damage to all equipment rented.

SERVICE CALLS & REPAIRS ARE CHARGED AT \$50 PER HOUR PLUS PARTS

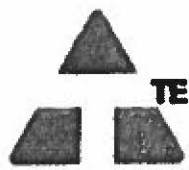
CUSTOMER INITIAL TO DECLINE EPP: _____

Customer is fully aware and acknowledges that the terms and conditions of this rental agreement apply to all subsequent rentals by customer. Customer further agrees that the terms and conditions of this agreement shall govern all future "Delivery without signature" deliveries should customer fail or be unable to sign rental agreement at time of delivery. Customer further acknowledges and agrees that Customer will not remove equipment from the country (USA). Any person picking up equipment for the Customer will be considered an Agent for the Customer. THIS IS A CONTRACT. READ BOTH SIDES BEFORE SIGNING. ALL STAR RENTS AGREES TO BE BOUND BY THE TERMS & CONDITIONS OF THIS AGREEMENT WITH THE OWNERS SIGNATURE BELOW. CUSTOMER AUTHORIZES AGENT TO SIGN FOR THEM.

Signature: _____

B.R.C.O. CONSTRUCTORS, INC.

Rental: **\$319.06**EPP: **\$44.67**Delivery Charge: **\$160.00**Subtotal: **\$523.72**Enviro Fee: **\$6.38**SALES TAX SAC 7.75: **\$24.73**Total: **\$554.83**Paid: **\$0.00**Amount Due: **\$554.83**



TEICHERT AGGREGATES

Teichert Aggregates a division of

A. Teichert & Son, Inc.
P.O. Box 13567
Sacramento, CA 95853-3567

Contact Information

CUSTOMER SERVICE: (888) 305 2900
CREDIT DEPARTMENT: (916) 484-3241

INVOICE

Page 1 of 1



* 1 1 2 0 3 0 1 7 2 2 0 1 9 0 6 0 4 X 1 0 2 5 2 7 4 0 X *

Invoice #:	10252740
Date:	06/04/2019
Customer No:	203017

Customer Project Information

Job Name:	Antelope
Job # / P.O. #:	1914
Sales Order #:	A202720

Sold To: BRCO Constructors, Inc.
3650 Cincinnati Avenue
Rocklin, CA 95765

Ship To:

Ticket #	Material	Description	Truck #	Standard		Secondary		Unit Price	Matl Total	Tax Code	Tax	Total
				Units	UM	Units	UM					
Ticket Date: 06/04/2019								Selling Location: 213 Recycle #1 Aggregates				
720533	1417PK	RECYCLED AB (Perkins)	59899	13.53	TN	14.91	TN	12.00	162.36	CA034	12.58	\$174.94
720533	1950	Environmental Fee	59899	1.00	LD			5.50	5.50	CA034	0.43	\$5.93
												\$180.87
Invoice Quantity subtotal: 13.53 Tons									167.86		12.01	\$180.87

Remit Payment To:
c/o Credit Department
P.O. Box 740139
Los Angeles, CA 90074-0139

Late charges shall be charged on all past due accounts at the rate of 18% per annum. Buyer agrees to pay seller's reasonable attorney's costs if legal action is commenced to collect amounts not paid when due.

**PLEASE PAY THIS
AMOUNT DUE**

10P Pay Terms Net 10th Prox (MATL Sales)

\$1.81 Discount Offered if Paid Before 7/10/2019

Total

\$180.87



VERDE DESIGN

LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
SPORT PLANNING & DESIGN

1843 Iron Point Rd, Suite 140
Folsom, CA 95630
tel: 916.415.8554
fax: 408.965.7260
www.VerdeDesigninc.com

REQUEST FOR INFORMATION (RFI)

RFI NO.: 02
DATE: June 4, 2019
TO: Craig Dooling, CPM
SUBMITTED BY: Chris Sullivan
CC: CJUSD
Matt Roth, BRCC Constructors, Inc
CPM
Mark Baginski, VDI
SUBJECT: Unsuitable Soil
PROJECT: Center High School Field Replacement
VERDE'S PROJECT NO.: 181600
DSA NO.: 02-117392
FILE NAME AND PATH: G:\2017\1713200 - Rio Americano - EAB - Trench Field Replacement\Construction Services\RFI\RFI #01 - doc
THIS DOCUMENT IS BEING TRANSMITTED BY: ☐ HAND ☐ FAX ☐ MAIL ☒ EMAIL ☐ HARD COPY WILL FOLLOW

RFI Question:

"Existing subgrade won't compact. We are proceeding (6/4/2019) on T&M with 12" removal of existing, geo fabric and replacement with 12" class II AB. If a different solution is proposed notify ASAP"

Answer:

Proceed with 12" removal of existing subgrade, and installation of geo fabric and 12" Class II AB.

END OF RFI



Request For Information

June 3, 2019

Date

Project: Center HS Field Replacement - ADA Upgrades

RFI #: 2

Project No.: 2019-14

DSA App No.:

02-117392

DSA File No.:

ARCHITECT:

Verde Design
1843 Iron Point Rd. Suite 140
Folsom, CA 95630

OWNER:

Center Jt. USD

CONSTRUCTION MANAGER:

Capital Program Management
1851 Heritage Lane, Suite 210
Sacramento, CA 95815

Attn: Chris Sullivan

Attn: Craig Deason

Attn: Craig Dooling

SUBJECT: Unsuitable Soil

Response Due Date: 6/4/19

Subcontractor:

Question:

Existing subgrade won't compact. We are proceeding (6/4/2019) on T&M with 12" removal of existing, geo fabric and replacement with 12" class II AB. If a different solutions is proposed notify ASAP.

References

PLANS:	LO.O	SPECIFICATIONS:	SECTION:
Cost Impact: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> TBD		Time Impact: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> TBD	

Name: Matt Roth

DATE: June 3, 2019

Response:

SIGNED:

PRINTED:

DATE:

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 21, 2019

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 1

Assist. Supt. Initials: CD

SUBJECT: Notice of Completion – BRCO Constructors, Inc. – ADA
Restroom Modernization Project #19-01

ADA Restroom Modernization Project #19-01 was awarded to BRCO
Constructors, Inc. on May 15, 2019.

The contractor has met the requirements set forth in the construction documents
and work has been completed to the satisfaction of the School District on June
27, 2019.

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 BRCO Constructors,
Inc. for the work completed at Center High School.

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 BRCO Constructors, Inc. was completed on: June 27, 2019

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 BRCO Constructors, 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 _____ day of _____, 2019.

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 21, 2019

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 18

Assist. Supt. Initials: CD

SUBJECT: Contract with Biondi Paving, Inc. for Removal and Replacement of Asphalt in the District Office Maintenance Yard.

The Facilities and Operations Department would like to enter into a contract with Biondi Paving Inc. to remove and replace the asphalt in the District Office Maintenance Yard.

The contract price is FORTY-EIGHT HUNDRED, FOUR HUNDRED FIFTY DOLLARS (\$48,450.00).

RECOMMENDATION: That the Board of Trustees approves the contract with Biondi Paving, Inc. for the District Office Maintenance Yard project.

CONFIDENTIAL

AGREEMENT FORM

THIS AGREEMENT ("Agreement" or "Contract"), entered into this 25th day of July, 2019 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 Biondi Paving & Engineering, hereinafter called the "Contractor".

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: See specific scope of work in Attachment B. The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Transportation Paving Project ("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 SIXTY (60) 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 not to exceed FORTY-EIGHT THOUSAND, FOUR HUNDRED FIFTY DOLLARS (\$48,450), 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.

6.11 **Performance and Payment Bond Requirements.** Prior to commencing any portion of the work, the Contractor shall furnish separate payment and performance bonds for its portion of the work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties. To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Owner may terminate the Contract for cause. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the Owner.

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
Payment Bond
Performance Bond
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-61, D-42 Contractor's Licenses, 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

CONTRACTOR: BIONDI PAVING & ENGINEERING

Typed or Printed Name

Typed or Printed Name

Title

Title

Signature

Signature

Dated: _____

Stephan Biondi
Type or Printed Name

President
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)

Stephan Biondi
(Print)

7/30/19
(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 President [Title] of Biondi Paving, 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 7/30/19 [Date], at Sacramento [City], Ca [State].

Signed: 

Typed Name: Stephan Biondi

GUARANTEE

Guarantee for _____ We hereby guarantee that the
_____, which we have installed in _____
_____ has been done in accordance with the Contract Documents,
including without limitation, the drawings and specifications, and that the work as installed will fulfill the
requirements included in the bid documents. The undersigned and its surety agrees to repair or replace
any or all such work, together with any other adjacent work, which may be displaced in connection with
such replacement, that may prove to be defective in workmanship or material within a period of one year
from the date of the Notice of Completion of the above-mentioned structure by the Center Joint Unified
School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions
within a reasonable period of time, as determined by the Owner, but not later than ten (10) days after
being notified in writing by the Owner or within forty-eight (48) hours in the case of an emergency or
urgent matter, the undersigned and its surety authorizes the Owner to proceed to have said defects
repaired and made good at the expense of the undersigned and its surety, who will pay the costs and
charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any
costs arising from the Owner's enforcement of this Guarantee.

Countersigned

(Proper Name)

(Proper Name)

By:

By:

(Signature of Subcontract or Contractor)

(Signature of General Contractor if for
Subcontractor)

Representatives to be contacted for service:

Name:

Address:

Phone Number:

ATTACHMENT B:

Scope Of Work

- Option #1 Remove 4955 SF of 3" thick pavement, recompact existing subgrade, and place 3" Hot Mix Asphalt section.
- Option #2 Remove 4955 SF of 9" thick pavement, recompact existing subgrade, and place 3" Hot Mix Asphalt over 6" AB rock section.

Special Conditions unique to this proposal:

Work will be performed during regular business hours Monday thru Friday. Hot Mix Asphalt (HMA) will be a Caltrans 1/2" Max Med PG 64-10.

Price includes prevailing wages and required bonds

Specific Exclusions unique to this proposal:

Over-excavation, removal and replacement of unsuitable or saturated existing soils (including saturation caused by rain after start of construction), sub bases, bases and other deleterious and objectionable materials.

Professional Geotechnical inspections, testing and soil suitability studies. We will furnish our own professional recommendation with regards to achievement of subgrade suitability. Customer may elect to hire a professional geotechnical service provider if desired. Temporary Fence Striping, Signs, Wheelstops, Fog Seal, and Sealcoat

Potholing for existing utilities and irrigation

Additional costs for utility conflicts, removal, relocation or adjustment of existing utilities

For any work not addressing subgrade soils, or pavement not designed to meet construction and traffic loads and counts: guarantees for cracks not to occur and depressions or other load related or non load related failures that can in anyway be related to the subgrade soil conditions, pavement age or original pavement load design limitations.

Pavement repairs and restorations which are not intended for repairs that become damaged from weight of contractor's equipment.

Guarantees any cracks, joints or seams will not reappear.

JB 7/30/19

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

Action Item X

To: Board of Trustees

Information Item

Date: August 21, 2019

Attached Pages 7

From: Craig Deason, Asst. Superintendent

Asst. Superintendent Initials: CD

SUBJECT: Agreement between Center Joint Unified School District
and Michael's Transportation Service, Inc.

The District is requesting approval from the Board to enter into temporary staffing service agreement with Michael's Transportation Service, Inc. for bus driver(s).

RECOMMENDATION: The CJUSD Board of Trustees approve the agreement
with Michael's Transportation Service, Inc.



Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

Agreement for Driver Staffing Services

This "Agreement" to provide Temporary Staffing Services is entered into by and between Michael's Transportation Service, Inc. ("MTS") and **CENTER JOINT UNIFIED SCHOOL DISTRICT**, each of which may also be referred to individually as a "Party," or collectively as the "Parties."

Whereas, MTS is a full service transportation provider, also offering Temporary Staffing services to employers in need of trained and licensed Class A or B CDL and/or Class B drivers with School Bus/SPAB certificates; and

Whereas **CENTER JOINT UNIFIED SCHOOL DISTRICT** is an employer of Class B CDL and/or School Bus/SPAB certified drivers, and periodically requires additional drivers to fill temporary employment openings; and

Whereas, MTS agrees to provide qualified candidates to **CENTER JOINT UNIFIED SCHOOL DISTRICT** in order to fill their temporary job vacancies for Class B CDL or School Bus/SPAB certified Class B CDL drivers; and

Whereas, both parties agree that the operation of **CENTER JOINT UNIFIED SCHOOL DISTRICT** vehicles by the temporary drivers is not a joint venture, and no joint venture has been entered into; and

Whereas, **CENTER JOINT UNIFIED SCHOOL DISTRICT** agrees to compensate MTS as set forth in this Agreement, for providing temporary driver employee(s), during the period beginning on or about **8/2/19** and ending on or about **(6/15/20)**.

Now, therefore, in consideration for the mutual promises and covenants set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

MTS agrees to:

1. Have a minimum of 1 temporary driver available for **CENTER JOINT UNIFIED SCHOOL DISTRICT**, provided drivers are available. (See also paragraph 1 in Employer section, below, in the event that 24 hours' notice is not provided and a temporary driver is available.)
2. Make additional temporary drivers available to **CENTER JOINT UNIFIED SCHOOL**



Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

DISTRICT based upon availability, or under the terms set forth at Paragraph 1, above and below.

3. Be responsible for the payment of all payroll wages, payroll taxes and worker's compensation, social security taxes and medical benefits, as applicable, for each temporary

driver provided to **CENTER JOINT UNIFIED SCHOOL DISTRICT**, and indemnify and defend **CENTER JOINT UNIFIED SCHOOL DISTRICT** from any payroll related claims arising therefrom, including but not limited to wage and hour claims.

4. Establish and maintain pre-employment drug testing, pull notice, and random drug testing records of temporary driver employee(s) during the period of employment each works with **CENTER JOINT UNIFIED SCHOOL DISTRICT**. This information will be made readily available to **CENTER JOINT UNIFIED SCHOOL DISTRICT** for purposes of adding the temporary driver(s) to **CENTER JOINT UNIFIED SCHOOL DISTRICT** insurance policy/policies or other purposes as deemed necessary to determine the acceptability of any temporary driver provided by MTS.

CENTER JOINT UNIFIED SCHOOL DISTRICT agrees to:

1. Accept a minimum of 1 temporary school bus/SPAB driver from MTS, or additional drivers as agreed upon by the Parties, as requested from **CENTER JOINT UNIFIED SCHOOL DISTRICT** and that are available from MTS. **CENTER JOINT UNIFIED SCHOOL DISTRICT** agrees to pay a rush fee of \$50 for each driver provided by MTS when requests are made within 24 hours and the drivers are available.

2. Pay MTS an hourly pay rate of \$55.00 per hour for School Bus/SPAB driver with a minimum of 7 hours on duty per day;

3. Any hours over 40 hours within a work week (5 days consecutive) will be billed at \$65.00 per hour for School Bus/SPAB drivers and \$57.00 per hour for Class A & B Drivers and Class A & B Drivers with VTT an hourly rate of \$59.00 per hour with a minimum of 8 hours on duty.

4. Any hours on sixth day and seventh day consecutive within a work week (Monday to Sunday) will be billed at \$65.00/per hour for School Bus/SPAB drivers and \$57.00 per hour for Class A & B Drivers and Class A & B Drivers with VTT an hourly rate of \$59.00 per hour with a minimum of 7 hours on duty.



Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

- a) *If assignment requires hotel accommodations, **CENTER JOINT UNIFIED SCHOOL DISTRICT** will be responsible for confirming and paying for hotel. A hotel confirmation is needed in advance and will be conveyed to MTS; plus a \$25.00 per diem, per driver, per day for each overnight stay*

- b) *If assignment is overnight (due to legal hours compliance or distance), **CENTER JOINT UNIFIED SCHOOL DISTRICT** will pay \$55.00 per hour for School Bus/SPAB driver with a minimum of 12 hours on duty, per overnight, per driver. And **CENTER JOINT UNIFIED SCHOOL DISTRICT** will pay \$49 per hour for a Class A or Class B driver with a minimum of 12 hours on duty, per overnight, per driver.*

- c) *Should assignment exceed 8 hours total on duty/driving time, MTS will bill at time in to time out at **CENTER JOINT UNIFIED SCHOOL DISTRICT** yard less 1 hour for lunch.*

- 3. Pay MTS a Daily Commute Fee rate of \$20.00 per day, per driver, when applicable.

- 4. Pay MTS a one-time Proficiency Training/Route Dry Run Fee rate of \$35.00 per hour, per driver. (Required by law.)

- 5. Pay MTS a driver cancellation fee of 50% if notification is given less than 24 hours in advance of the spot time, or if driver shows up, but is not needed for any reason. (Rate will be determined based upon an 8 hour minimum schedule.)

- 6. Acknowledges that rates are subject to change, in writing, at any time for jobs that are not set up.

- 7. **CENTER JOINT UNIFIED SCHOOL DISTRICT** will provide any temporary driver with all legally required breaks and a lunch break not to exceed the total of one (1) hour in addition to required breaks, in keeping with applicable laws, and not to include any such lunch break in its timekeeping records as compensable time. **Center Joint Unified School District** must advise MTS in writing if any temporary driver(s) do not take breaks or lunch.



Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

8. Add temporary employee and MTS as an additional insured to **CENTER JOINT UNIFIED SCHOOL DISTRICT** vehicle policy, limited to **CENTER JOINT UNIFIED SCHOOL DISTRICT** exposure only while operating **CENTER JOINT UNIFIED SCHOOL DISTRICT** vehicles.

9. Provide MTS with copy of Certificate of Insurance.

10. Verify and sign each temporary driver's weekly timesheet at the end of each shift to ensure proper payment of wages for the temporary driver(s), when applicable. In order to ensure accurate billing, **CENTER JOINT UNIFIED SCHOOL DISTRICT** will provide every Monday for the previous week's work, a time sheet(s) verifying all temporary driver's work time and fax to 707-643-1906 - Attention - Temp Driver Billing or scan and email document(s) to: info@bustranportation.com

11. Treat temporary driver in similar manner as all other employees, including but not limited to DOT limits of hours worked, and ensuring compliance with all labor code statutes and employees' right to have a work place free from discrimination, harassment and workplace violence. All other statutes are the responsibility of MTS as employer.

12. Report any personnel issues, accidents, or other disciplinary actions to MTS designee immediately.

13. Make **NO** offer of direct employment to temporary employee(s) without first contacting and gaining prior approval and authorization of MTS' designee during or within 365 days of termination of temporary employee's assignment to **CENTER JOINT UNIFIED SCHOOL DISTRICT**. If **CENTER JOINT UNIFIED SCHOOL DISTRICT** hires any such temporary employee, instructors and/or maintenance personnel, associated with this contract, who has performed paid services under this contract, within 365 days of the termination of that temporary employee's assignment, **CENTER JOINT UNIFIED SCHOOL DISTRICT** will owe and pay MTS **\$45,000.00** (per incident).

14. **CENTER JOINT UNIFIED SCHOOL DISTRICT** acknowledges and agrees that, due to the nature of the transportation industry, there may be occasional interruptions of services requiring the immediate return of the temporary driver to MTS. In the event such a scheduling conflict should arise, **CENTER JOINT UNIFIED SCHOOL DISTRICT** agrees to "release" the temporary employee to MTS immediately. MTS will make a "good faith" effort to replace the temporary driver with another temporary driver as soon as possible.



Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

to MTS immediately. MTS will make a "good faith" effort to replace the temporary driver with another temporary driver as soon as possible.

15. Acknowledge and agree that, the operation of **CENTER JOINT UNIFIED SCHOOL DISTRICT** vehicles by the temporary drivers is not a joint venture, and that no joint venture has been entered into.

16. **CENTER JOINT UNIFIED SCHOOL DISTRICT** recognizes all invoices as due and payable upon receipt.

17. **CENTER JOINT UNIFIED SCHOOL DISTRICT** agrees to contact Temp Driver Staffing Lead to request/schedule temporary driver(s) and not the driver(s) directly. MTS Drivers are also scheduled for trips and routes for MTS and there may be scheduling conflicts unbeknownst to **CENTER JOINT UNIFIED SCHOOL DISTRICT**.



Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

Billing Breakdown:

QTY	Item	Other Fees	Rate/Hour per Driver	Minimum Note: See Section "Center Joint Unified School District Agrees to" – Bullet C	Total per Day
1	School Bus /SPAB Driver		\$55.00	8	\$440.00
1	School Bus/SPAB Driver over 40 hours /week		\$65.00	TBD	TBD
1	School Bus/SPAB Driver on 6 th and 7 th day consecutive		\$65.00	TBD	TBD
1	Overnight School Bus/SPAB Driver		\$55.00	12	\$660.00
1	Class A /Class B Driver		\$49.00	8	\$392.00
1	Class A/Class B Driver over 40 hours/week		\$59.00	TBD	TBD
1	Class A/Class B Driver on 6 th and 7 th day consecutive		\$59.00	TBD	TBD
1	Overnight Class A/Class B Driver		\$49.00	12	\$564.00
1	Class A/ Class B w/VT		\$49.00	8	\$392.00
1	Proficiency all driver classifications		\$35.00	8	\$280.00
1	Daily Commute Fee per Driver per Day	\$20.00	N/A	TBD based on no. of drivers x no. of days	
1	Rush Fee	\$50.00	N/A	Applies if request is made within 24 hours' notice given to MTS for a driver	
1	Hotel Fee			At Center Joint Unified School District's expense	
1	Per Diem if overnight required	\$25.00/day		TBD based on number of drivers multiplied by number of days	
1	Driver cancellation fee 50% of base charge for driver			If less than 24 hours' notice or if driver reports to duty but is not needed	



Michael's Transportation Service, Inc.

140 Yolano Dr. | Vallejo, CA 94589 | Tel: (707) 643-2099 | Fax: (707) 643-1906

INDEMNIFICATION

The Parties hereto expressly acknowledge and agree that under the terms of this Agreement, MTS shall only provide temporary drivers to CENTER JOINT UNIFIED SCHOOL DISTRICT, and will not be supplying vehicles, equipment or transportation services. All temporary drivers provided to CENTER JOINT UNIFIED SCHOOL DISTRICT pursuant to the terms of this Agreement will thereafter be solely under the direction, control and supervision of CENTER JOINT UNIFIED SCHOOL DISTRICT management during all work shifts, and shall operate CENTER JOINT UNIFIED SCHOOL DISTRICT vehicles and equipment as instructed by management. As such, to the fullest extent allowed by law, and as a material inducement to MTS to enter into this Agreement, CENTER JOINT UNIFIED SCHOOL DISTRICT agrees to hold harmless and indemnify MTS, its Board of Directors, owners, shareholders, officers, agents, administrators, employees, insurers, predecessors, successors and assigns, from and against any and all losses, expenses, claims, demands, injuries, damages, obligations, liabilities, lawsuits, actions, causes of action, judgments, liens and costs, including reasonable attorneys' fees and costs, arising out of or in connection with, either directly or indirectly, any act or omission of MTS, its employees, subcontractors and/or agents, and specifically the MTS temporary drivers, in all matters related to the performance of any Services under this Agreement.

IN WITNESS WHEREOF, the Parties hereto acknowledge and agree to the terms and conditions contained herein and have executed this Agreement to Provide Temporary Staffing Services as of 8/2/19.

Michael's Transportation Service, Inc.

CENTER JOINT UNIFIED SCHOOL
DISTRICT

By: *Greg Robertson*
Print Name: Greg Robertson
Title: Field Marketing Mgr
Date: 8/5/19

By: *Craig Deason*
Print Name: Craig Deason
Title: Asst. Supt.
Date: 8/5/19

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

To: Board of Trustees

Action Item X

Date: August 21, 2019

Information Item

From: Craig Deason, Assist. Supt.

Attached Pages 1

Assist. Supt. Initials: CD

SUBJECT: Notice of Completion – Team One Networking. – CAT2 Project at Center High School, North Country Elementary School, and Oak Hill Elementary School

CAT2 Project at Center High School, North Country Elementary School, and Oak Hill Elementary School was awarded to Team One Networking on February 20, 2019.

The contractor has met the requirements set forth in the documents and work has been completed to the satisfaction of the School District on July 3, 2019.

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: Ratify the Notice of Completion for Team One Networking, for the work completed at Center High, North Country Elementary, 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 CAT2 Project at Center High School, North Country Elementary School and Oak Hill Elementary School was completed on:

July 3, 2019.

That the name and address of owner of said property is:

CENTER JOINT UNIFIED SCHOOL DISTRICT
8408 Watt Avenue
Antelope, CA 95843

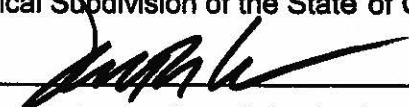
The nature of its title to said property is a fee simple.

No fee, per Government Code 6103.

That the name of the original contractor for the work is Team One Networking, 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 23rd day of July, 2019.


Scott A. Loehr, Superintendent

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: August 21, 2019

To: CJUSD Board of Trustees

From: Lisa Coronado *pc*
Director of Fiscal Services

Action Item X

Information Item

Attached Pages 10

SUBJECT:

Resolution # 1/2019-20 Child Development Contract Approval

The attached Resolution grants approval for a one year agreement with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for the Fiscal Year 2019-20.

Recommended Action: It is recommended that the Board of Trustees approves Resolution # 1/2019-20 authorizing the one year agreement between the California Department of Education and Center Joint Unified School District for child care services.

CONSENT AGENDA

RESOLUTION
#1/2019-2020

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-2020.

RESOLUTION

BE IT RESOLVED that the Governing Board of Center Joint Unified
School District

authorizes entering into local agreement number CCTR-9180 and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Scott Loehr</u>	<u>Superintendent</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 21st day of August 2019, by the
Governing Board of Center Joint Unified School District
of Sacramento County, in the State of California.

I, Donald Wilson, Clerk of the Governing Board of

Center Joint Unified School District of Sacramento, County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a regular meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 19 - 20**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**DATE: July 01, 2019CONTRACT NUMBER: CCTR-91 80PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMSPROJECT NUMBER: 34-7397-00-9**CONTRACTOR'S NAME:** CENTER JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$47.98 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$808,930.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	16,860.0
Minimum Days of Operation (MDO) Requirement	251

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Scott Loehr, Superintendent	
TITLE Contract Manager		ADDRESS 8408 Watt Ave, Antelope, CA 95843	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 808,930	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 808,930	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

CONTRACTOR'S NAME: CENTER JOINT UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-9180

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 198,362	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7397	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 198,362	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 91,186	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-7397	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 91,186	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 519,382	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7397			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 519,382	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Center Joint Unified School District		<i>Federal ID Number</i> 94-600 2490
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Scott Loehr, Superintendent		
<i>Date Executed</i> August 21, 2019	<i>Executed in the County of</i> Sacramento	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		Federal ID Number
Proposer/Bidder Firm Name (Printed) Center Joint Unified School District		94-6002490
By (Authorized Signature)		
Printed Name and Title of Person Signing Scott Loehr, Superintendent		
Date Executed August 21, 2019	Executed in the County and State of Sacramento, CA	

CO.8 (REV. 3/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant:

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Sacramento County }
8000 Aztec Way, Antelope, CA 95843
3901 Little Rock Dr, Antelope, CA 95843
3401 Scotland Dr, Antelope, CA 95843

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) Center Joint Unified School District	CONTRACT # CCTR-9180
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Scott Loehr, Superintendent	
SIGNATURE	DATE August 21, 2019

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: August 21, 2019

Action Item X

To: CJUSD Board of Trustees

Information Item

From: Lisa Coronado *LC*
Director of Fiscal Services

Attached Pages 3

SUBJECT:

Resolution #2/2019-20 Education Protection Account

As approved by voters by Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016, the creation of the Education Protection Account (EPA) was established with funds from personal income tax increases for taxpayers in high tax brackets. K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

- ~ The spending plan must be approved by the governing board during a public meeting.
- ~ EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.
- ~ Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

This resolution provides detailed information regarding the EPA account and includes a spending plan.

RECOMMENDED ACTION: It is recommended that the Board of Trustees adopt Resolution #2/2019-20 approving the attached list of instructional salaries and benefit expenditures for the monies received from the Education Protection Account for the 2019-20 fiscal year.

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

Resolution# 2/2019-20

EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012 (sun setting 12/31/2017), and Proposition 55 Article XIII, Section 36 to the California Constitution effective November 8, 2016 (commencing 01/01/2018);

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Center Joint Unified School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Center Joint Unified School District has determined to spend the monies received from the Education Protection Act as attached.

PASSED and ADOPTED this ____ day of _____ 2019 by the Center Joint Unified School District Board of Trustees, of the County of Sacramento, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Trustees
Center Joint Unified School District
County of Sacramento
State of California

2019-20 Education Protection Account
Expenditures by Object

Budgeted Expenditures through: June 30, 2020
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
EPA Revenue	8010-8099	6,197,752.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Certificate Personnel Salaries	1000-1999	4,221,202.00
Classified Personnel Salaries	2000-2999	-
Employee Benefits	3000-3999	1,425,571.00
Books and Supplies	4000-4999	-
Services and Other Operating Expenditures	5000-5999	-
Capital Outlay	6000-6999	-
Other Outgo	7000-7999	-
TOTAL EXPENDITURES AND OTHER FINANCING USES		5,646,773.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		550,979.00

*The remaining balance is reserved for changes in salaries and benefit elections due to salary column movement, employee turnover and/or changes in employees' life events.

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: August 21, 2019

Action Item X

To: CJUSD Board of Trustees

Information Item

From: Lisa Coronado *lc*
Director of Fiscal Services

Attached Pages 6

SUBJECT: Good Governance and Program Advisory Services (State Mandates) with Schools Innovations & Achievement (SI&A)

This contract will allow SI&A to provide training and advisory services for Center Joint Unified School District regarding reimbursable costs under the State's mandates. This contract also allows SI&A to collect and compile data, then submit claims for reimbursement on the District's behalf.

RECOMMENDATION: CJUSD Board of Trustees approve the agreement with School Innovations & Achievement

CONSENT AGENDA



**ADDENDUM TO
GOOD GOVERNANCE AND PROGRAM ADVISORY SERVICES AGREEMENT
Between
SCHOOL INNOVATIONS & ACHIEVEMENT
And
CENTER JOINT UNIFIED SCHOOL DISTRICT**

SITESERVSM

THIS ADDENDUM TO GOOD GOVERNANCE AND PROGRAM ADVISORY SERVICES AGREEMENT dated _____, 2019 (the "Addendum"), constitutes a part of that certain Good Governance And Program Advisory Services Agreement (the "Agreement") by and between Center Joint Unified School District ("District") and School Innovations & Achievement, a California corporation ("SI&A"), each being a "Party" and collectively the "Parties". The provisions of this Addendum are hereby incorporated into the Agreement for all purposes. All capitalized terms not otherwise defined in this Addendum are defined by the terms of the Agreement. In the event any provisions of this Addendum conflict with the provision of the Agreement, the provisions of this Addendum shall control.

1. Effective July 1, 2019, Services are hereby amended to include the development of a site service plan for **Six (6)** school sites (Sites) as listed on Attachment A, Designated Sites, and to provide District the following services ("SiteServSM") during the Agreement Period:
 - (a) One (1) on-site visit for training and advisory sessions at each Designated Site;
 - (b) Coordinate between District and Designated Sites for data collection;
 - (c) Advise and assist each Designated Site and its personnel to (1) develop a more in-depth understanding of reimbursable costs under the State's mandates, (2) determine the documentation required to substantiate such costs, and (3) meet the school's documentation completion deadlines to enable SI&A to prepare claims for timely submission to the State Controller's Office;
 - (d) Expanded training sessions with SI&A and District which may be held concurrently with District or other Designated Site training sessions. A mutually acceptable schedule will be developed specifying the dates when the training sessions will occur. Since new State mandates not in effect on the Effective Date ("New Mandates") may be authorized during an Agreement Year, SI&A shall incorporate training for New Mandates into SiteServSM if the New Mandates are approved by the State Controller's Office and the filing deadline falls within the Agreement Period; and

- (e) Include milestones to be achieved by each Designated Site in the site service plan and prepare a district level summary status report showing each Designated Site's progress regarding its ability to remain current on documentation requirements for site based claims at the end of each milestone. SI&A's resources for addressing issues identified in the summary status report are beyond the Initial Scope of Services.

2. Payment of Fees.


2.1 Fees. For SiteServSM provided pursuant to the terms of this Addendum, District agrees to pay SI&A \$3,600 for the fiscal year 2019/20 (the "Fee").

2.2 Payment Plan. The Fee is payable in one (1) annual installment due July 1, 2019.

3. This Addendum, together with the Agreement, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements with respect thereto. The Agreement and Addendum cannot be changed in any manner except by written agreement signed by the Parties hereto.
4. This Addendum may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission or in portable document format (pdf)) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District and SI&A have made and executed this Addendum as set forth below.

SI&A: SCHOOL INNOVATIONS & ACHIEVEMENT, a California Corporation.

By: 
Name: Jeffrey C. Williams
Title: Chief Executive Officer

Dated: June 14, 2019

District: CENTER JOINT UNIFIED SCHOOL DISTRICT

By: _____

Dated: _____

Name: _____

Title: _____



School
Innovations
& Achievement

SITESERVSM DISTRICT CHECKLIST

District shall complete the following checklist to enable SI&A to best manage District's expectations and preferences.

1. ☐ **CAASPP Testing Window.** Please provide District's CAASPP Testing Dates: _____

2. ☒ **School Calendar.** Please attach a copy of the school district calendar for the current year.

3. ☒ **Site Directory.** Please attach a site directory that includes the electronic mail addresses and phone numbers of the principals. Please feel free to include any other useful information (e.g. a district map).

4. ☐ **District Contact.** Please provide a district office contact to help coordinate visit dates:

Name: Lisa Coronado

Title: Director of Fiscal Services

Phone: (916) 338-6400

E-mail: coronado@centerusd.org

Thank you very much for completing this form and attaching the requested information.

If you have any questions please contact Jessica Rodgers at
(916) 669-5176 or jessicar@sia-us.com. We look forward to working with you!

Attachment A

Designated Sites

Arthur S. Dudley Elementary
Center High
Cyril Spinelli Elementary
North Country Elementary
Oak Hill Elementary
Wilson C. Riles Middle

2019-2020 CENTER JOINT UNIFIED SCHOOL DISTRICT

2019

JULY						
S	M	T	W	T	F	S
	1	2	3		5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	T	F	S
1		3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10		12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27			30

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19		21
22	23			26	27	28
29	30	31				

2020

JANUARY						
S	M	T	W	T	F	S
				2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19		21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9		11	12	13	14	15
16		18	19	20	21	22
23	24	25	26	27	28	29

MARCH						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9		11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24		26	27		29	30
31						

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

	School Attendance Day
	Holiday – No School
	District-wide Minimum Day
	Teacher Work Day – No School

Please refer to the school's calendar for specific early-out dates, Back to School Night, Parent Conferences, Open House, and other school-related events.

CENTER JOINT UNIFIED SCHOOL DISTRICT

District Office

8408 Watt Avenue
Antelope, CA 95843
Phone: (916) 338-6330
FAX: (916) 338-6411
Superintendent: Scott Loehr

Elementary Schools

Arthur Dudley Elementary

8000 Aztec Way
Antelope, CA 95843
Phone: (916) 338-6470
FAX: (916) 338-6472
Principal: Steve Jackson

North Country Elementary

3901 Little Rock Drive
Antelope, Ca 95843
Phone: (916) 338-6480
FAX: (916) 338-6488
Principal: Jason Farrel

Oak Hill Elementary

3909 North Loop Blvd.
Antelope, CA 95843
Phone: (916) 338-6460
FAX: (916) 338-7538
Principal: Patty Spore

Cyril Spinelli Elementary

3401 Scotland Drive
Antelope, CA 95843
Phone: (916) 338-6490
FAX: (916) 338-6386
Principal: Julie Opfer

Middle Schools

Wilson Riles Middle School

4747 PFE Road
Roseville, CA 95747
Phone: (916) 787-8100
FAX: (916) 773-4131
Principal: Chris Borasi

High Schools

Center High School

3111 Center Court Lane
Antelope, Ca 95843
Phone: (916) 338-6420
FAX: (916) 338-6370
FAX: (916) 338-6373 (*Counseling*)
Principal: Jerald Ferguson

McClellan High School (Continuation)

8725 Watt Avenue
Antelope, Ca 95843
Phone: (916) 338-6440
FAX: (916) 338-7535
Principal: David French

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: August 21, 2019

Action Item X

To: CJUSD Board of Trustees

Information Item

From: Lisa Coronado *LC*
Director of Fiscal Services

Attached Pages 2

SUBJECT: Electronic Forms Management Service Agreement with Emics, Inc. DBA Informed K12.

This contract will allow Informed K12 to provide internal office electronic forms, workflow routing, document storage, and related reporting and analytics for Center Joint Unified School District during the 2019-20 fiscal year.

RECOMMENDATION: CJUSD Board of Trustees approve the agreement with Informed K12

CONSENT AGENDA



Emics, Inc. DBA Informed K12
230 California St., Suite 601
San Francisco, CA 94111
operations@informedk12.com
www.informedk12.com

Invoice 1568

BILL TO

Center Joint Unified
8408 Watt Ave.
Antelope, CA 95843

DATE
07/01/2019

PLEASE PAY
\$12,750.00

DUE DATE
07/31/2019

ACTIVITY	QTY	RATE	AMOUNT
Informed K12 Renewal Renewal of forms, forms manager, and workflow processes for Informed K12 - Annual license for unlimited internal forms (July 2019 - June 2020)	1	12,750.00	12,750.00

Please make checks out to Emics, Inc.
FED ID #460546569

TOTAL DUE **\$12,750.00**

Thank you!

THANK YOU.

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.

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

2 Business name/disregarded entity name, if different from above
Informed K12

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 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: 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.
230 California St., Suite 601

6 City, state, and ZIP code
San Francisco, CA 94111

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.

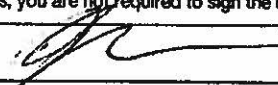
Social security number								
				-				
or								
Employer identification number								
4	6		-	0	5	4	6	5
								9

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 ► 1/7/19

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 Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: August 21, 2019

Action Item X

To: CJUSD Board of Trustees

Information Item

From: Lisa Coronado *fc*
Director of Fiscal Services

Attached Pages 1

SUBJECT: School Business Services Contract with Ryland School
Business Consulting

This contract will allow Ryland School Business Consulting to provide general finance planning and business services to Center Joint Unified School District.

RECOMMENDATION: CJUSD Board of Trustees ratify the School Business Services contract with Ryland School Business Consulting.

CONSENT AGENDA



SCHOOL BUSINESS
CONSULTING

SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the CENTER JOINT UNIFIED SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the CENTER JOINT UNIFIED SCHOOL DISTRICT will pay to Contractor hourly fees of \$160 for professional services and for travel time. All charges, including expenses, will be approved by the Superintendent of the CENTER JOINT UNIFIED SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses. The term of this contract is twelve months.

RYLAND SCHOOL BUSINESS CONSULTING will provide general financial planning and business services to CENTER JOINT UNIFIED SCHOOL DISTRICT which may include but are not limited to the following: business office assistance and training; budget development; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; review lease agreements; analyze and document long-term debt; prepare/review enrollment projections and staffing; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, CENTER JOINT UNIFIED SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND SCHOOL BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.


AGREED:



Scott Loehr, Superintendent
CENTER JOINT UNIFIED SCHOOL DISTRICT



President
RYLAND SCHOOL BUSINESS CONSULTING



Date

Date

Center Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: August 21, 2019

Action Item X

To: CJUSD Board of Trustees

Information Item

From: Lisa Coronado *LC*
Director of Fiscal Services

Attached Pages 7

SUBJECT:

Continuing Development, Inc. Agreement

The attached agreement delegates operating responsibility to Continuing Development, Inc. (formerly called CDC) for child care services authorized by contracts with the California Department of Education. The agreement is valid July 1, 2019 through June 20, 2020.

Recommended Action: It is recommended that the Board of Trustees ratifies the one year agreement between Continuing Development Inc. and Center Joint Unified School District for day care services.

**AGREEMENT FOR PARTICIPATION
CENTER UNIFIED SCHOOL DISTRICT
SCHOOL-AGE CHILD CARE**

This agreement is entered into this first day of July, 2019, by and between the Center Unified School District (hereinafter referred to as the "District") and Continuing Development Inc., a California nonprofit corporation, (hereinafter referred to as the "Child Care Provider").

RECITALS

- 1.1 District is a local education agency contracting with the state under agreements as described in General Child Care Funding Terms and Conditions.
- 1.2 Child Care Provider is a private agency, staffed, prepared, and capable of providing child care services as defined in Section 3 of this agreement.
- 1.3 District wishes to delegate operating responsibility to Child Care Provider for child care services authorized by contracts with the California Department of Education (hereinafter "State"), as the most cost-efficient means of providing these services at any of the following locations:

**Arthur Dudley CDC
8000 Aztec Way
Antelope, CA 95843**

**North Country CDC
3901 Little Rock Drive
Antelope, CA 95843**

**Cyril Spinelli CDC
3401 Scotland Drive
Antelope, CA 95843**

TERM

- 2.1 This Agreement shall commence not earlier than July 1, 2019, and shall terminate, unless terminated earlier pursuant to the terms of this agreement, no later than June 30, 2020.

SERVICES TO BE PROVIDED BY CHILD CARE PROVIDER

- 3.1 Child Care Provider agrees to provide child care services as defined and outlined in the approved application, budget, and contracts between District and State. Services to be provided by Child Care Provider include, but are not limited to, academic support activities, creative arts activities, recreational activities, and daily interaction with parents as set forth in the District's application.
- 3.2 Child Care Provider agrees to provide adequate child days of certified enrollment (supported by at least 95% attendance) to earn a portion of the Maximum Reimbursable Amount (less District indirect charges) of the contract as described in Attachment A. Maximum Reimbursable Amount is subject to change based on contract amendments from the State.

3.3 Child Care Provider further agrees to earn subsidized parent fees or interest income by serving an appropriate number of additional subsidized children and incurring additional reimbursable costs equivalent to the amount of subsidized parent fees collected and/or interest income.

3.4 Child Care Provider shall maintain participation in the Child Care Food Program throughout the term of this Agreement.

3.5 Child Care Provider shall be responsible for hiring qualified staff and for maintaining required ratios in accordance with licensing and State requirements.

3.6 Child Care Provider shall be responsible for seeing that all sites used pursuant to this Agreement shall meet all necessary licensing requirements.

ADMINISTRATION

4.1 Child Care Provider shall administer the program in accordance with the rules, regulations, and policies of District and State, including those stated in the "general assurances" form submitted with District's contracts with State and attached hereto.

4.2 All activities authorized by this agreement to be performed by Child Care Provider shall be performed within the approved program policies, the approved budget, the contract funding, the terms and conditions, and appropriate State directives, in accordance with the applications and contracts between District and State attached hereto.

4.3 Child Care Provider shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

4.4 Child Care Provider shall require that all Child Care Provider personnel who are authorized to sign checks be bonded in an amount which will cover the total amount under the control of the Child Care Provider at any one time. Child Care Provider shall provide to the District a certificate of insurance verifying the Child Care Provider fidelity bond coverage. Said certificate of insurance shall not be canceled without thirty days prior written notice to District.

REPORTS AND RECORDS

5.1 Child Care Provider shall maintain and provide to District records for program review, evaluations, audit, and/or other purposes. Records maintained & provided pursuant to this section shall be made available to the agents of State upon request of District or State. Such records shall be maintained for a minimum of five (5) years.

5.2 Child Care Provider agrees to submit to the District such reports as required by State directives or by the District.

5.3 Child Care Provider shall report all expenditures in accordance with California School Accounting Manual Procedures.

5.4 Child Care provider shall provide an annual line-item budget by expenditure category for approval by State and District. All revenues and expenses shall be identified in separate accounts.

5.5 Child Care Provider will close its accounting and attendance records on the last day of each month for preparation of the required monthly statement. Monthly reports of enrollment, attendance, and expenditures shall be submitted to the District no later than the 16th day of each month.

5.6 Child Care Provider records shall be subject to the same audit and/or audit review requirements as imposed on District through its contracts with State. In any event, Child Care Provider shall provide to District an annual audit in accordance with State audit guidelines.

5.7 Child Care Provider shall be liable for any audit exception caused by or as a result of Child Care Provider's lack of performance as required by this Agreement.

5.8 Child Care Provider, in its discretion, may purchase necessary equipment or supplies to the extent such purchase may be reimbursed from State funds. Any unit of equipment purchased pursuant to this Agreement costing over \$7,500, and/or having a useful life expectancy of two years or more, shall have prior written authorization from District and State. Title to any equipment or supplies so purchased shall vest in Child Care Provider for the term of this Agreement. Insurance on all property purchased pursuant hereto shall be provided by Child Care Provider. Upon termination of this Agreement, title to all equipment and remaining supplies purchased pursuant hereto shall revert to District.

DISTRICT RESPONSIBILITIES

6.1 District shall monitor, evaluate, and provide technical assistance to Child Care Provider regarding the conduct of activities delegated or required under this Agreement.

6.2 District shall compensate Child Care Provider monthly, based upon units of enrollment and attendance. Such compensation by the District to Child Care Provider shall be made only upon receipt of records certifying units of enrollment and attendance.

6.3 District agrees to reimburse Child Care Provider for authorized expenditures subject to receipt of funds from State. This includes the use of reserve funds for net reimbursable expenses that exceed service earnings at the end of the fiscal year (if available).

6.4 District shall compensate Child Care Provider for travel and per diem expenses necessitated by this Agreement. Such travel and per diem expenses will be reimbursed only at rates not exceeding those amounts paid to the majority of the State Department of Education's represented employees computed in accordance with Department of Personnel Administration Regulations, Title 2 California Code of Regulations, Subchapter 1.

6.5 District agrees that it is solely responsible to the State for fulfillment of its contracts with the State and for compliance with all terms and conditions contained within, or attached to, the contracts for the current fiscal year.

INDEMNIFICATION

7.1 Child Care Provider shall indemnify, defend, and save harmless the State of California, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, or corporation that may be injured or damaged by the Child Care provider in the performance of this Agreement.

7.2 Child Care Provider shall agree to indemnify, defend, and save harmless the District, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation that may be injured or damaged by Child Care Provider in the performance of this Agreement.

7.3 Child Care provider will hold District harmless for any contract obligations entered into that cannot be met due to the non-receipt of funds.

INSURANCE

8.1 Child Care Provider shall provide and maintain fidelity bond coverage as evidenced by a certificate of insurance as described under section 4.4.

8.2 Child Care Provider shall provide and shall maintain in force, during the term of this contract, comprehensive bodily injury and property damage liability insurance with a combined single limit of \$1,000,000. Child Care Provider's policy or policies of liability insurance obtained pursuant to this Agreement shall name District and State as additional insureds under the terms of such policy or policies. No such policy may be canceled without 30 days prior written notice to the District.

8.3 Child Care Provider shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all of its employees, as required by law.

8.4 Certificates for all types of insurance required under this Agreement shall be furnished to District within two weeks of the commencement date of this Agreement. All certificates provided pursuant to this section shall indicate the name of the carrier, the policy number, and the expiration date.

TERMINATION

9.1 District may terminate this Agreement and be relieved of the payment of any consideration to the Child Care Provider upon failure by Child Care Provider to perform any of the terms of this Agreement including, but not limited to:

a. Failure, for any reason, of Child Care Provider to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statutes, executive orders, and State directives as may become generally applicable at any time;

b. Submission by Child Care Provider to District of reports, accountings, records, or audits which are incorrect or incomplete in any material respect;

c. Ineffective or improper use of funds provided under this contract.

9.2 In the event that this Agreement is terminated in whole or in part by District for any reason pursuant to section 9.1, 30 days written notice shall be provided to Child Care Provider.

9.3 Notwithstanding any other provision of this Agreement, District shall be authorized to terminate this Agreement without prior notice, written or oral, should the California Department of Education terminate its contract with the District or District, in its discretion, determines that an emergency condition exists.

9.4 Child Care Provider may terminate this Agreement by giving 90 days prior written notice to District, signifying the effective date thereof.

9.5 In the event that District is required to assign or transfer this contract pursuant to any section of this Agreement, District may require Child Care provider to insure that adequate arrangements have been made for the transfer of the delegated activities to another contractor or to District.

9.6 In the event of any termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Child Care Provider under this contract shall be disposed of according to District and State directives.

9.7 In the event of termination pursuant to the terms of this Agreement, Child Care Provider shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this Agreement.

9.8 Notwithstanding section 9.7 above, Child Care Provider shall not be relieved of liability to the District for damages sustained by District by virtue of any breach of the contract by Child Care Provider, and District may withhold any such reimbursement to Child Care Provider for the purpose of offset until such time as the exact amount of damages due to District from Child Care Provider is agreed upon or otherwise determined.

9.9 Upon termination of this Agreement for any reason, consideration paid to Child Care Provider, as provided in this Agreement, shall be full compensation for all of Child Care Provider's expenses incurred in the performance of this agreement.

NONDISCRIMINATION

10.1 During the performance of this Agreement, the District, Child Care Provider, and its subcontractors shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex.

10.2 Child Care Provider and District shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.

10.3 Child Care Provider or District shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.

10.4 District, Child Care Provider, and their subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

10.5 Child Care Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

GENERAL CONDITIONS

11.1 Child Care Provider, and the agents and employees of Child Care Provider, in the performance of this Agreement, are acting in an independent capacity and not as officers, employees, or agents of the State of California.

11.2 Child Care Provider, its agents and employees, in the performance of this Agreement, are acting in an independent capacity and not as agents or employees of District.

11.3 Child Care Provider, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court has been issued by a federal court against Child Care Provider within the last two years because of failure to comply with all orders of the National Labor Relations Board.

11.4 Pursuant to sections 11.1 and 11.2, the status of the Child Care Provider under this Agreement shall be, at all times during the term of this Agreement, that of an independent contractor and at no time shall Child Care Provider (or agents and/or employees of Child Care Provider) represent itself to be officers, employees, or agents of the District or of the State of California.

11.5 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by Child Care Provider and District excepting a change in reimbursement rate due to a COLA. No oral understanding or agreement not incorporated into this Agreement shall be binding on either party. Amendments to this Agreement may be subject to the approval of the State Department of Education.

11.6 In the event that a dispute arises over the terms, language, or interpretation of this Agreement, and such dispute is submitted to a court of competent jurisdiction, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief awarded by the court.

11.7 The rights and remedies granted in this Agreement in the event of default are cumulative and the exercise of those rights and remedies shall be without prejudice to the enforcement of any other violation or breach of this Agreement, and forbearance to enforce one or more of the provisions of this agreement should not be construed to be a waiver of that default or breach.

11.8 If any part of this Agreement is declared invalid for any reason, such declaration shall not affect the validity of the remainder of this Agreement. All other parts of the Agreement shall remain in effect as if the Agreement had been executed without the invalid part. Both parties hereby declare that they intend and desire that the remaining parts of the Agreement continue to be effective without any part or parts that have been declared invalid.

11.9 The captions of the sections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.

11.10 This Agreement is not assignable by Child Care Provider, either in whole or in part, without prior written consent of the District and the State.

11.11 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and that the subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the subcontract.

11.12 Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

DISTRICT:

Signature: _____

Name: _____

Title: _____

Continuing Development Inc.:

Signature: _____

Name: Susan Dumars

Title: President

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept. /Site: Business Department

Date: 06/30/2019

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 2018 through June 2019.

RECOMMENDATION: That the CJUSD Board of Trustees approve the District Payroll Orders for July 2018 through June 2019.

COPIES
10/10/2019

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	\$ 2,710,666.05	\$ 71,657.90		\$ 2,782,323.95	785
SEPT	\$ 2,713,509.71	\$ 104,279.41		\$ 2,817,789.12	830
OCT	\$ 2,736,860.62	\$ 125,687.88		\$ 2,862,548.50	836
NOV	\$ 2,715,421.92	\$ 158,026.88		\$ 2,873,448.80	835
DEC	\$ 712,000.71			\$ 712,000.71	309
2-Jan	\$ 2,013,403.24	\$ 118,604.26		\$ 2,132,007.50	533
JAN	\$ 2,705,938.86	\$ 79,142.13		\$ 2,785,080.99	802
FEB	\$ 2,709,784.63	\$ 126,904.05		\$ 2,836,688.68	829
MARCH	\$ 2,691,797.36	\$ 215,619.79		\$ 2,907,417.15	910
APRIL	\$ 2,687,228.50	\$ 165,902.17		\$ 2,853,130.67	889
MAY	\$ 2,702,751.60	\$ 388,004.19		\$ 3,090,755.79	917
JUNE	\$ 634,030.23	\$ 214,564.05		\$ 848,594.28	706
SPECIAL				\$ -	

\$ 28,705,250.95	\$ 1,827,383.43	\$ -	\$ 30,532,634.38	9728
------------------	-----------------	------	------------------	------

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept. /Site: Business Department

Date: 08/2/2019

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 2019 through July 2019.

RECOMMENDATION: That the CJUSD Board of Trustees approve the District Payroll Orders for July 2019 through July 2019.

DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2020
--

	REGULAR	VARIABLE	SPECIAL	TOTAL PAYROLL	#OF TRANSACTIONS
JULY	\$ 998,917.58	\$ 27,760.12		\$ 1,026,677.70	508
AUG				\$ -	
SEPT				\$ -	
OCT				\$ -	
NOV				\$ -	
DEC				\$ -	
2-Jan				\$ -	
JAN				\$ -	
FEB				\$ -	
MARCH				\$ -	
APRIL				\$ -	
MAY				\$ -	
JUNE				\$ -	
SPECIAL				\$ -	

\$ 998,917.58	\$ 27,760.12	\$ -	\$ 1,026,677.70	508
---------------	--------------	------	-----------------	-----

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: June, 2019

To: Board of Trustees

From: Lisa Coronado

Action Item

Information Item

Attached Pages 41

SUBJECT: Supplemental Agenda – Commercial Warrant Registers

June 5, 2019, \$237,801.52, June 13, 2019, \$182,285.98

June 20, 2019, \$1053,103.93

The commercial warrant payments to vendor's total

\$ 1,473,191.43

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

CONFIDENTIAL

Batch status: A All

From batch: 0067

To batch: 0067

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: N

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

020482/00	A 1	JANITORIAL SUPPLY						
2738	PO-192723	06/05/2019 150764	1	01-0000-0-4300-371-0000-2700-012-000	NN F			92.83
								92.83
								92.83
								92.83
021794/00	AERIES	SOFTWARE						
	PV-190103	06/04/2019 RE-ISSUE ACAD-000058		01-0000-0-5200-115-0000-7700-007-000	NN			399.00
								399.00
								399.00
								399.00
021285/00	ALEXANDER, SHEANTA							
2794	PO-192738	06/05/2019 MILEAGE-MAY	1	01-5630-0-5800-601-1421-1000-017-120	NN F			68.54
								68.54
								68.54
								68.54
010669/00	ALHAMBRA & SIERRA SPRINGS							
38	PO-190033	06/05/2019 27045104780794	1	01-0000-0-4300-110-0000-7200-004-000	NN P			29.53
38	PO-190033	06/05/2019 27045104780794	3	01-0000-0-5600-110-0000-7200-004-000	NN P			7.50
314	PO-190305	06/05/2019 27053384782453	1	01-8150-0-4300-106-0000-8110-007-000	NN P			83.44
314	PO-190305	06/05/2019 27053384782453	2	01-8150-0-5600-106-0000-8110-007-000	NN P			30.00
431	PO-190406	06/05/2019 2705033478139	2	01-0740-0-5600-475-3200-2700-015-106	NN P			7.99
431	PO-190406	06/05/2019 2705033478139	3	01-0740-0-4300-475-3200-2700-015-106	NN P			35.52
1461	PO-191426	06/05/2019 27047404781257	2	01-0740-0-4300-112-0000-3600-007-302	NN P			183.93
1461	PO-191426	06/05/2019 27047404781257	1	01-0740-0-5600-112-0000-3600-007-302	NN P			15.98
								393.89
								393.89
								393.89
								393.89
014372/00	APPLIED LANDSCAPE MATERIALS							
2783	PO-192740	06/05/2019 8882	1	01-8150-0-4300-106-0000-8110-007-000	NN F			5,656.88
2783	PO-192740	06/05/2019 8882	2	01-8150-0-5800-106-0000-8110-007-000	NN F			6,300.00
								11,956.88
								11,956.88
								11,956.88
								11,956.88
019504/00	B & H PHOTO-VIDEO							
2737	PO-192686	06/03/2019 158354231	1	01-0000-0-4300-115-0000-7700-007-000	YN F			6,021.71
2737	PO-192686	06/05/2019 158354231	2	01-0000-0-4400-115-0000-7700-007-000	YN F			2,580.81
								7,983.78
								7,983.78
								7,983.78
								7,983.78

Vendor/Addr Reg 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		

022222/00	BEENTJES, TONIA							
1111 PO-191168	06/04/2019	MILEAGE-MAY		1	01-6500-0-5210-102-5770-1130-019-000	NN F	10.13	7.54
TOTAL PAYMENT AMOUNT							7.54 *	7.54
016216/00	BORASI, CHRIS							
2801 PO-192748	06/05/2019	REIMB PURCHASES		1	01-0000-0-4300-371-0000-2700-012-000	NN F	162.09	162.09
2801 PO-192748	06/05/2019	REIMB		2	01-0000-0-4300-371-1110-1000-012-996	NN F	16.36	16.36
TOTAL PAYMENT AMOUNT							178.45 *	178.45
022282/00	BRIGHT START THERAPIES							
751 PO-190849	06/05/2019	CUAH0515.19		1	01-6500-0-5800-102-5750-1180-019-000	NN P	405.00	405.00
751 PO-190849	06/05/2019	CUEH051519		1	01-6500-0-5800-102-5750-1180-019-000	NN P	375.00	375.00
TOTAL PAYMENT AMOUNT							780.00 *	780.00
013988/00	BUTTES/CENTER STATE PIPE &							
2773 PO-192728	06/05/2019	UNAPPLIED CREDIT		1	01-8150-0-4400-106-0000-8110-007-000	NN M	-99.72	-99.72
2773 PO-192728	06/05/2019	S010755417.001		1	01-8150-0-4400-106-0000-8110-007-000	NN F	3,431.75	3,332.03
TOTAL PAYMENT AMOUNT							3,232.31 *	3,232.31
020540/00	CALIFORNIA AMERICAN WATER CO							
24 PO-190018	06/05/2019	1015-210038466358		1	01-0000-0-5520-106-0000-8110-007-000	NN P	21,725.03	21,725.03
TOTAL PAYMENT AMOUNT							21,725.03 *	21,725.03
016082/00	CARMAZZI GLOBAL SOLUTIONS							
2213 PO-192166	06/05/2019	26710		1	01-0000-0-5800-103-4760-1000-019-000	NN P	210.00	210.00
TOTAL PAYMENT AMOUNT							210.00 *	210.00
016261/00	CEBULA RN, GAIL							
2667 PO-192634	06/05/2019	MAY MILEAGE		1	01-0740-0-5210-104-0000-3140-019-128	NN P	38.22	38.22
TOTAL PAYMENT AMOUNT							38.22 *	38.22

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		

015768/00	CHAMBERLAIN, JOE MATTHEW							
2768 PO-192727	06/05/2019	TRAVEL EXPENSE		1	01-7220-0-5200-472-1110-1000-014-209	NN F	754.12	754.12
TOTAL PAYMENT AMOUNT							754.12 *	754.12
022562/00	CHRISTIAN RILEY							
2754 PO-192739	06/05/2019	MILEAGE		1	01-6500-0-5210-240-5770-1120-011-000	NN F	30.16	30.16
TOTAL PAYMENT AMOUNT							30.16 *	30.16
013928/00	CINTAS LOCATION 622							
168 PO-190153	06/05/2019	4022860208		1	01-0000-0-5800-111-0000-8200-007-000	NN P	27.86	27.86
168 PO-190153	06/05/2019	4022860250		1	01-0000-0-5800-111-0000-8200-007-000	NN P	27.51	27.51
168 PO-190153	06/05/2019	4022860276		1	01-0000-0-5800-111-0000-8200-007-000	NN P	11.20	11.20
168 PO-190153	06/05/2019	4022860279		1	01-0000-0-5800-111-0000-8200-007-000	NN P	65.17	65.17
168 PO-190153	06/05/2019	4022860293		1	01-0000-0-5800-111-0000-8200-007-000	NN P	5.83	5.83
168 PO-190153	06/05/2019	4022860294		1	01-0000-0-5800-111-0000-8200-007-000	NN P	64.22	64.22
168 PO-190153	06/05/2019	4022860332		1	01-0000-0-5800-111-0000-8200-007-000	NN P	9.79	9.79
168 PO-190153	06/05/2019	4022860442		1	01-0000-0-5800-111-0000-8200-007-000	NN F	97.49	97.49
TOTAL PAYMENT AMOUNT							221.37 *	221.37
014731/00	DAVENPORT, LARRY							
2761 PO-192709	06/05/2019	TRAVEL EXPENSE		1	01-0000-0-5800-103-1110-1000-019-000	NN F	109.93	109.93
TOTAL PAYMENT AMOUNT							109.93 *	109.93
021610/00	EATON INTERPRETING SERVICES							
648 PO-190624	06/05/2019	307880		1	01-0000-0-5800-103-4760-1000-019-000	NN P	106.00	106.00
TOTAL PAYMENT AMOUNT							106.00 *	106.00
010336/00	ECOTECH PEST MANAGEMENT INC							
16 PO-190011	06/05/2019	26235		1	01-0000-0-5500-106-0000-8110-007-000	NN P	712.00	712.00
TOTAL PAYMENT AMOUNT							712.00 *	712.00

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		
019262/00	ENTERPRISE RENT A CAR													
2797 PO-192746	06/05/2019	5KNIHR		1	01-0076-0-5600-472-1110-4200-014-302	NN F	141.91	141.91						
TOTAL PAYMENT AMOUNT							141.91 *	141.91						
018711/00	FACTORY MOTOR PARTS CO													
2759 PO-192708	06/05/2019	44-635464		1	01-0740-0-4300-112-0000-3600-007-302	NN F	44.36	44.36						
TOTAL PAYMENT AMOUNT							44.36 *	44.36						
019662/00	FARREL, JASON													
2765 PO-192713	06/05/2019	REIMB SUPPLIES		1	01-0000-0-4300-236-1110-1000-009-000	NN F	107.08	107.08						
TOTAL PAYMENT AMOUNT							107.08 *	107.08						
017005/00	FERGUSON ENTERPRISES INC #686													
2487 PO-192427	06/05/2019	6684192.1		1	01-8150-0-4300-106-0000-8110-007-000	NN P	154.48	154.48						
TOTAL PAYMENT AMOUNT							154.48 *	154.48						
017871/00	GABRIELA MARIN													
2777 PO-192720	06/03/2019	MAY MILEAGE		1	01-5630-0-5800-601-1421-1000-017-120	NN F	36.41	36.41						
TOTAL PAYMENT AMOUNT							36.41 *	36.41						
016159/00	GARLAND, LESLI													
2515 PO-192456	06/05/2019	MAY MILEAGE		1	01-6500-0-5210-102-5770-1191-019-000	NN F	29.17	15.31						
TOTAL PAYMENT AMOUNT							15.31 *	15.31						
010992/00	HARBOR FREIGHT TOOLS USA INC													
290 PO-190284	06/05/2019	883968		1	01-0000-0-4300-106-0000-8110-007-000	NN P	10.23	10.23						
1514 PO-191488	06/05/2019	883968		1	01-0000-0-4300-111-0000-8200-007-000	NN P	643.84	643.84						
2040 PO-191978	06/05/2019	883968		1	01-0000-0-4300-111-0000-8200-007-000	NN P	212.91	212.91						
TOTAL PAYMENT AMOUNT							866.98 *	866.98						

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		
019816/00	KENNEDY, CARYN						
2774 PO-192729	06/05/2019	TRAVEL EXPENSE	1	01-3010-0-5200-371-1110-1000-012-000	NN F	256.68	256.68
TOTAL PAYMENT AMOUNT						256.68 *	256.68
014909/00	LANE, DOROTHY						
170 PO-190164	06/05/2019	TRIP 2025	1	01-0740-0-5800-112-0000-3600-007-302	NN P	9.65	9.65
TOTAL PAYMENT AMOUNT						9.65 *	9.65
017899/00	LAWSON, BECKY						
2764 PO-192712	06/05/2019	REIMB SUPPLIES	1	01-7510-0-4300-159-1110-1000-019-000	N F	19.67	19.67
2781 PO-192732	06/05/2019	MILEAGE	1	01-0000-0-5210-103-0000-2110-019-000	N F	59.16	59.16
TOTAL PAYMENT AMOUNT						78.83 *	78.83
014389/00	LOMOVA, YELENA						
167 PO-190162	06/04/2019	TRIP 1846	1	01-0740-0-5800-112-0000-3600-007-302	NN P	5.00	5.00
TOTAL PAYMENT AMOUNT						5.00 *	5.00
015391/00	MATHIAS, DELANNE						
2760 PO-192726	06/05/2019	MILEAGE APR/MY	1	01-0000-0-5210-103-1110-1004-019-000	NN F	29.58	29.58
TOTAL PAYMENT AMOUNT						29.58 *	29.58
022406/00	MAXIM HEALTHCARE SERVICES INC						
786 PO-190854	06/05/2019	6553600262	2	01-6500-0-5800-102-5750-1180-019-000	NN P	1,293.20	1,293.20
786 PO-190854	06/05/2019	V9831764	2	01-6500-0-5800-102-5750-1180-019-000	NN P	1,375.00	1,375.00
786 PO-190854	06/05/2019	6578950262	2	01-6500-0-5800-102-5750-1180-019-000	NN P	543.20	543.20
2539 PO-192477	06/05/2019	6553600262	1	01-0740-0-5800-104-0000-3140-019-128	NN P	3,065.00	3,065.00
2539 PO-192477	06/05/2019	6578950262	1	01-0740-0-5800-104-0000-3140-019-128	NN P	3,706.50	3,706.50
TOTAL PAYMENT AMOUNT						9,982.90 *	9,982.90
019087/00	MCCARTY, MELADEE						
647 PO-190623	06/05/2019	MAY 2019	3	01-6500-0-5800-102-5750-1180-019-000	NY P	700.00	700.00
TOTAL PAYMENT AMOUNT						700.00 *	700.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				
019828/00	MIRANDA, RYAN						
2776 PO-192719	06/05/2019	TRAVEL EXPENSE	1 01-5630-0-5200-601-1421-1000-017-120 NN F		376.54	376.54	
2780 PO-192731	06/05/2019	MAY MILEAGE	1 01-0740-0-5210-601-1110-1000-017-120 NN F		43.55	43.55	
2796 PO-192747	06/05/2019	REIMB BULLYING PREVENTION	2 01-9315-0-4300-601-1110-1000-017-308 NN F		50.65	50.65	
2796 PO-192747	06/05/2019	PREVENTION	1 01-0740-0-4300-601-1110-1000-017-120 NN F		17.15	17.15	
TOTAL PAYMENT AMOUNT				487.89 *		487.89	
021470/00	MONTES, MELISSA						
2782 PO-192733	06/05/2019	MAY MILEAGE	1 01-0740-0-5210-601-1110-1000-017-120 NN F		9.86	9.86	
TOTAL PAYMENT AMOUNT				9.86 *		9.86	
010207/00	MORALES, MANUEL						
2767 PO-192715	06/05/2019	TRIP 2084	1 01-0740-0-5800-112-0000-3600-007-302 NN F		14.50	14.50	
TOTAL PAYMENT AMOUNT				14.50 *		14.50	
018419/00	NCPS						
788 PO-190855	06/06/2019	NCPS3958	1 01-6500-0-5800-102-5750-1180-019-000 NN P		1,967.68	1,967.68	
TOTAL PAYMENT AMOUNT				1,967.68 *		1,967.68	
015787/00	O'REILLY AUTO PARTS						
114 PO-190084	06/05/2019	1333147	1 01-0740-0-4300-112-0000-3600-007-302 NN P		1,466.83	1,466.83	
TOTAL PAYMENT AMOUNT				1,466.83 *		1,466.83	
017576/00	OFFICE DEPOT						
2486 PO-192441	06/05/2019	305905787001	1 01-3010-0-4300-371-1110-1000-012-108 NN F		585.82	585.82	
2709 PO-192677	06/05/2019	319459844001	1 01-7510-0-4300-159-1110-1000-019-000 NN F		556.47	556.47	
2735 PO-192690	06/05/2019	320016356001	1 01-0000-0-4300-472-0000-2700-014-000 NN F		18.96	8.96	
TOTAL PAYMENT AMOUNT				1,151.25 *		1,151.25	
021050/00	PACHECO, SHAWNA						
2787 PO-192742	06/05/2019	PARKING	1 01-6520-0-5200-472-5770-1110-014-207 NN F		10.00	10.00	
2791 PO-192743	06/05/2019	MILEAGE	1 01-6520-0-5200-472-5770-1110-014-207 NN F		56.26	56.26	
TOTAL PAYMENT AMOUNT				66.26 *		66.26	

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		

018670/00	PALMER HAMILTON LLC						
2647	PO-192590	06/05/2019	117489	1	01-8150-0-4300-106-0000-8110-007-000 NN F	123.56	123.56
TOTAL PAYMENT AMOUNT						123.56 *	123.56
017222/00	PERKO'S						
2682	PO-192688	06/05/2019	CENTER 5/31	1	01-0000-0-4300-472-0000-2700-014-000 NN F	650.00	650.00
TOTAL PAYMENT AMOUNT						650.00 *	650.00
010890/00	PERMABOUND/HERTZBERG						
2163	PO-192128	06/05/2019	1820018-00	1	01-0409-0-4200-371-0000-2420-012-000 NN P	595.83	595.83
2163	PO-192128	06/05/2019	1820018-01	1	01-0409-0-4200-371-0000-2420-012-000 NN P	62.34	62.34
2163	PO-192128	06/05/2019	1820018-02	1	01-0409-0-4200-371-0000-2420-012-000 NN F	23.12	22.77
TOTAL PAYMENT AMOUNT						680.94 *	680.94
020192/00	PITNEY BOWES INC						
2749	PO-192699	06/05/2019	1012926438	1	01-0000-0-4300-105-0000-7200-005-000 NN F	650.23	650.23
TOTAL PAYMENT AMOUNT						650.23 *	650.23
014069/00	PLATT ELECTRIC SUPPLY INC						
2734	PO-192684	06/05/2019	V242299	1	01-0000-0-4300-115-0000-7700-007-000 NN F	135.77	135.77
2736	PO-192685	06/05/2019	Y143489	1	01-6230-0-4300-106-0000-8110-007-000 NN P	23,474.80	23,474.80
2736	PO-192685	06/05/2019	V235952	1	01-6230-0-4300-106-0000-8110-007-000 NN P	6,447.92	6,447.92
TOTAL PAYMENT AMOUNT						30,058.49 *	30,058.49
017987/00	POOR, BERNADETTE						
2756	PO-192725	06/04/2019	REIMB STICKERS	1	01-0000-0-4300-472-0000-2700-014-000 NN F	15.94	15.94
TOTAL PAYMENT AMOUNT						15.94 *	15.94
022525/00	POST-IT LLC						
26	PO-190020	06/05/2019	APRIL 2019LIVESCAN	1	01-0000-0-5800-110-0000-7200-004-000 NN P	220.00	220.00
TOTAL PAYMENT AMOUNT						220.00 *	220.00

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	Liq Amt
								Net Amount
021401/00	PRACTI-CAL INC							
2115 PO-192064	06/05/2019	343073	1	01-5640-0-4400-102-0000-2700-019-000	NN F			165.93
2795 PO-192745	06/05/2019	343073	1	01-5640-0-5800-102-1110-1000-019-000	NN P			468.94
TOTAL PAYMENT AMOUNT								634.87 *
019976/00	RAMIREZ, TRACY LAFAY							
836 PO-190802	06/05/2019	MAY MILEAGE	1	01-6500-0-5210-102-5060-2110-019-000	NN P			51.74
TOTAL PAYMENT AMOUNT								51.74 *
014245/00	RAY, CANDACE							
2789 PO-192736	06/05/2019	REIMB PLAY MATERIALS	1	01-0000-0-4300-371-1110-1000-012-000	N F			397.39
TOTAL PAYMENT AMOUNT								397.39 *
018417/00	REDDING, BONNIE							
2763 PO-192711	06/05/2019	REIMB MEETING FOOD	1	01-9315-0-4300-601-1110-1000-017-308	NN F			66.94
TOTAL PAYMENT AMOUNT								66.94 *
020616/00	RENT RITE							
425 PO-190422	06/05/2019	168982	1	01-0000-0-5600-472-1405-1000-014-000	NN F			450.00
2752 PO-192702	06/05/2019	168981	1	01-0000-0-5600-472-1405-1000-014-000	NN F			18.75
TOTAL PAYMENT AMOUNT								468.75 *
014063/00	ROGERS, DELAVON							
2778 PO-192721	06/05/2019	MAY MILEAGE	1	01-5630-0-5800-601-1421-1000-017-120	NN F			67.32
TOTAL PAYMENT AMOUNT								67.32 *
010315/00	SAC CO OFFICE OF ED FIN SVCS							
1797 PO-192038	06/05/2019	192598	1	01-3010-0-5800-371-1110-1000-012-205	NN P			963.62
TOTAL PAYMENT AMOUNT								963.62 *

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
020981/00	SAVE MART SUPERMARKETS							
189 PO-190176	06/03/2019	2581588	2	01-0000-0-4300-101-0000-7150-002-000	NN	P		6.99
191 PO-190178	06/05/2019	2581589	1	01-0000-0-4300-120-0000-7110-000-000	NN	P		6.99
TOTAL PAYMENT AMOUNT								13.98 *
017234/00	SCHIRO, BONNIE							
2740 PO-192705	06/05/2019	REIMB AMAZON ORDER	1	01-0000-0-4300-472-0000-2700-014-000	N	F		7.45
TOTAL PAYMENT AMOUNT								7.45 *
011500/00	SCHOOLS INSURANCE AUTHORITY							
PV-190105	06/05/2019	JUNE 2019		01-0000-0-9552-000-0000-0000-000-000	NN			55,494.56
TOTAL PAYMENT AMOUNT								55,494.56 *
021404/00	SEELE, TINA							
2786 PO-192741	06/05/2019	CPR TRAINING	1	01-0000-0-5800-472-1110-1000-014-000	NN	F		427.00
TOTAL PAYMENT AMOUNT								427.00 *
015240/00	SF CABLE							
2747 PO-192697	06/05/2019	434210	1	01-0370-0-4300-115-1110-1000-007-000	NN	F		454.47
TOTAL PAYMENT AMOUNT								454.47 *
016043/00	SHELTONS UNLIMITED MECHANICAL							
2757 PO-192707	06/05/2019	19-23231	1	01-8150-0-4300-106-0000-8110-007-000	NN	F		785.16
2757 PO-192707	06/05/2019	19-23231	2	01-8150-0-5600-106-0000-8110-007-000	NN	F		489.60
TOTAL PAYMENT AMOUNT								1,274.76 *
020811/00	SHRED-IT USA LLC							
1188 PO-191171	06/05/2019	8127352780	1	01-0000-0-5800-103-0000-7200-019-000	NN	P		52.76
1188 PO-191171	06/05/2019	8127352780	2	01-0740-0-5800-601-1110-1000-017-120	NN	P		26.38
TOTAL PAYMENT AMOUNT								79.14 *

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
020371/00	SUMNER, SHERYL							
2745	PO-192694	06/05/2019	MAY MILEAGE	1	01-6500-0-5210-102-5770-1130-019-000	NN	P	13.11 13.11
TOTAL PAYMENT AMOUNT				13.11	*			13.11
017419/00	TEAM ONE NETWORKING INC							
2732	PO-192682	06/05/2019	19131	1	01-0000-0-5800-115-0000-7700-007-000	NN	F	2,478.00 2,478.00
TOTAL PAYMENT AMOUNT				2,478.00	*			2,478.00
014125/00	TROTTER, DUSTY							
2779	PO-192722	06/06/2019	MAY MILEAGE	1	01-5630-0-5800-601-1421-1000-017-120	NN	F	115.26 115.26
TOTAL PAYMENT AMOUNT				115.26	*			115.26
010170/00	TSA CONSULTING GROUP INC							
PV-190104	06/04/2019	JUNE 28, 2019		01-0000-0-9552-000-0000-0000-000-000	NN			1,350.00 1,350.00
TOTAL PAYMENT AMOUNT				1,350.00	*			1,350.00
022482/00	VERHAGEN, ANNELIES							
2790	PO-192737	06/05/2019	REIMB PIZZA,SNACKS,SUPPLIES	1	01-0000-0-4300-371-1110-1000-012-996	NN	F	90.13 90.13
TOTAL PAYMENT AMOUNT				90.13	*			90.13
016235/00	VITALE, TRACEY							
2766	PO-192714	06/05/2019	REIMB REWARD	1	01-0000-0-4300-236-1110-1000-009-000	NN	F	9.97 9.97
TOTAL PAYMENT AMOUNT				9.97	*			9.97
010552/00	WAXIE SANITARY SUPPLY							
2671	PO-192618	06/05/2019	78308163	1	01-0000-0-9320-000-0000-0000-000-000	NN	P	2,661.28 2,661.28
TOTAL PAYMENT AMOUNT				2,661.28	*			2,661.28
022288/00	WILDMAN, SARAH							
2739	PO-192724	06/05/2019	TRAVEL EXPENSE	1	01-3010-0-5200-371-1110-1000-012-000	NN	F	991.94 991.94
TOTAL PAYMENT AMOUNT				991.94	*			991.94

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
020026/00	WORTHINGTON DIRECT						
2440 PO-192399	06/05/2019	INV334655CEN134	1	01-3010-0-4300-371-1110-1000-012-108	NN F	7,468.34	7,437.42
2450 PO-192402	06/04/2019	INV334985CEN134	1	01-3010-0-4300-371-1110-1000-012-108	NN F	14,657.89	14,657.89
2508 PO-192449	06/05/2019	INV334710CEN134	1	01-3010-0-4300-371-1110-1000-012-108	NN F	13,991.79	13,859.69
TOTAL PAYMENT AMOUNT						35,955.00 *	35,955.00
TOTAL FUND PAYMENT						203,059.33 **	203,059.33
TOTAL USE TAX AMOUNT						618.75	

BATCH: 0067 6-5-19

<< Open >>

FUND : 11

ADULT EDUCATION 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
016494/00		ANDERSON, ORRIN						
2762	PO-192710	06/05/2019		REIMB SUPPLIES	1 11-6391-0-4300-600-4130-1000-015-892 NN F		98.84	98.84
TOTAL PAYMENT AMOUNT					98.84 *			98.84
TOTAL FUND					PAYMENT	98.84 **		98.84

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	
TOTAL PAYMENT AMOUNT			14,088.52 *			14,088.52		
021194/00 PRUDENTIAL OVERALL SUPPLY INC								
148 PO-190139	06/05/2019	180338111	1	13-5310-0-5800-108-0000-3700-007-000	NN P	77.75	77.75	77.75
TOTAL PAYMENT AMOUNT			77.75 *			77.75		
016043/00 SHELTONS UNLIMITED MECHANICAL								
150 PO-190141	06/05/2019	19-06PM	1	13-5310-0-5600-108-0000-3700-007-000	NN P	2,040.00	2,040.00	2,040.00
TOTAL PAYMENT AMOUNT			2,040.00 *			2,040.00		
TOTAL FUND PAYMENT			34,643.35 **			34,643.35		
TOTAL BATCH PAYMENT			237,801.52 ***			237,801.52		
TOTAL USE TAX AMOUNT			618.75			0.00		
TOTAL DISTRICT PAYMENT			237,801.52 ****			237,801.52		
TOTAL USE TAX AMOUNT			618.75			0.00		
TOTAL FOR ALL DISTRICTS:			237,801.52 ****			237,801.52		
TOTAL USE TAX AMOUNT			618.75			0.00		

Number of checks to be printed: 78, not counting voids due to stub overflows.

Batch status: A All

From batch: 0069

To batch: 0069

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: N

Include Audit Date and Time in Sort: N

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date			FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				
011378/00	101 MOBILITY							
2707 PO-192657	06/13/2019	11267		1 01-0000-0-5600-106-0000-8110-007-000 NN F			521.24	521.24
TOTAL PAYMENT AMOUNT							521.24 *	521.24
010002/00	ALDAR ACADEMY							
750 PO-190848	06/13/2019	MAY 2019		2 01-6500-0-5800-102-5750-1180-019-000 NN P			5,431.82	5,431.82
TOTAL PAYMENT AMOUNT							5,431.82 *	5,431.82
010669/00	ALHAMBRA & SIERRA SPRINGS							
326 PO-190316	06/13/2019	27045224780818		1 01-0000-0-4300-105-0000-7200-005-000 NN P			17.55	17.55
326 PO-190316	06/13/2019	27045224780818		2 01-0000-0-5600-105-0000-7200-005-000 NN P			6.99	6.99
TOTAL PAYMENT AMOUNT							24.54 *	24.54
020082/00	ALLRED, MARIE							
2775 PO-192730	06/13/2019	REIMB SUPPLIES		1 01-0000-0-4300-371-1110-1000-012-996 NN F			150.20	150.20
2775 PO-192730	06/13/2019	REIMB REGIST		2 01-3010-0-5200-371-1110-1000-012-000 NN F			100.00	100.00
TOTAL PAYMENT AMOUNT							250.20 *	250.20
011481/00	AT&T							
2821 PO-192769	06/13/2019	13144719		1 01-0000-0-5930-106-0000-8110-007-000 NN P			6,513.96	6,513.96
TOTAL PAYMENT AMOUNT							6,513.96 *	6,513.96
021604/00	ATLAS DISPOSAL INDUSTRIES							
9 PO-190006	06/13/2019	1031		2 01-0000-0-5525-106-0000-8110-007-000 NN P			263.68	263.68
9 PO-190006	06/13/2019	149397		2 01-0000-0-5525-106-0000-8110-007-000 NN P			620.35	620.35
9 PO-190006	06/13/2019	149398		2 01-0000-0-5525-106-0000-8110-007-000 NN P			1,883.32	1,883.32
9 PO-190006	06/13/2019	149399		2 01-0000-0-5525-106-0000-8110-007-000 NN P			822.09	822.09
9 PO-190006	06/13/2019	149400		2 01-0000-0-5525-106-0000-8110-007-000 NN P			336.29	336.29
9 PO-190006	06/13/2019	149401		2 01-0000-0-5525-106-0000-8110-007-000 NN P			329.57	329.57
9 PO-190006	06/13/2019	149402		2 01-0000-0-5525-106-0000-8110-007-000 NN P			603.20	603.20
9 PO-190006	06/13/2019	149403		2 01-0000-0-5525-106-0000-8110-007-000 NN P			535.56	535.56
9 PO-190006	06/13/2019	149404		2 01-0000-0-5525-106-0000-8110-007-000 NN P			130.13	130.13
9 PO-190006	06/13/2019	189672		2 01-0000-0-5525-106-0000-8110-007-000 NN P			296.07	296.07
9 PO-190006	06/13/2019	1032		2 01-0000-0-5525-106-0000-8110-007-000 NN F			1,259.27	371.86
TOTAL PAYMENT AMOUNT							6,192.12 *	6,192.12

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		
010989/00	BOBERG HARDWOOD FLOORS						
2660 PO-192608	06/13/2019	4596	1	01-8150-0-5800-106-9223-8110-007-000	NN F	5,650.00	5,650.00
TOTAL PAYMENT AMOUNT						5,650.00 *	5,650.00
018895/00	CANAAN SOUND & LIGHT						
2368 PO-192329	06/13/2019	191627	1	01-0000-0-5800-472-1405-1000-014-000	NY F	2,200.00	2,200.00
TOTAL PAYMENT AMOUNT						2,200.00 *	2,200.00
010575/00	CAPITOL CLUTCH & BRAKE INC.						
395 PO-190380	06/13/2019	1566073	1	01-0740-0-4300-112-0000-3600-007-302	NN P	148.87	148.87
TOTAL PAYMENT AMOUNT						148.87 *	148.87
020305/00	CDW GOVERNMENT INC.						
2186 PO-192133	06/13/2019	RNZ8572	2	01-5630-0-5800-601-1421-1000-017-120	NN F	170.00	170.00
2714 PO-192665	06/13/2019	SMW6770	1	01-0370-0-4300-115-1110-1000-007-000	NN F	183.78	183.78
TOTAL PAYMENT AMOUNT						353.78 *	353.78
010407/00	CENTER UNIFIED REVOLVING FUND						
2816 PO-192760	06/13/2019	4257	1	01-3310-0-2100-371-5750-1110-000-000	NN F	1,375.64	1,375.64
TOTAL PAYMENT AMOUNT						1,375.64 *	1,375.64
015191/00	CONIDARIS, CYNTHIA						
2112 PO-192122	06/13/2019	MAY MILEAGE	1	01-6500-0-5210-102-5060-2110-019-000	NN P	162.28	162.28
TOTAL PAYMENT AMOUNT						162.28 *	162.28
021813/00	CONSOLIDATED COMMUNICATIONS						
2658 PO-192606	06/13/2019	916-150-1610/0	1	01-0000-0-5930-106-0000-8110-007-000	NN F	6,799.88	736.89
TOTAL PAYMENT AMOUNT						736.89 *	736.89

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		
010625/00	CULLIGAN WATER OF SACRAMENTO						
668 PO-190656	06/13/2019	801			1 01-0740-0-5600-112-0000-3600-007-302 NN P	44.50	44.50
TOTAL PAYMENT AMOUNT						44.50 *	44.50
011166/00	DAILY JOURNAL CORPORATION						
2815 PO-192765	06/13/2019	1124108076			1 01-0000-0-5800-106-0000-8200-007-000 NN F	40.85	40.85
TOTAL PAYMENT AMOUNT						40.85 *	40.85
011613/00	DITTO PRINT & COPY						
2670 PO-192613	06/13/2019	5712			1 01-0000-0-5800-105-0000-7200-005-000 NN F	75.00	48.49
TOTAL PAYMENT AMOUNT						48.49 *	48.49
019943/00	DOCUMENT TRACKING SERVICES						
2810 PO-192759	06/12/2019	t-958430023			1 01-0000-0-5800-103-4760-1000-019-000 NN F	3,251.90	3,251.90
TOTAL PAYMENT AMOUNT						3,251.90 *	3,251.90
021610/00	EATON INTERPRETING SERVICES						
648 PO-190624	06/13/2019	307880			1 01-0000-0-5800-103-4760-1000-019-000 NN P	106.00	106.00
648 PO-190624	06/13/2019	307990			1 01-0000-0-5800-103-4760-1000-019-000 NN F	554.00	212.00
TOTAL PAYMENT AMOUNT						318.00 *	318.00
011601/00	GRIMES, PAMELA						
866 PO-190859	06/12/2019	MAY MILEAGE			1 01-0740-0-5210-104-0000-3140-019-128 NN F	204.65	38.22
TOTAL PAYMENT AMOUNT						38.22 *	38.22
010602/00	HI-LINE ELECTRICAL & MECH						
312 PO-190303	06/11/2019	CLOSE			1 01-8150-0-4300-106-0000-8110-007-000 NN C	2,804.48	0.00
1095 PO-191072	06/13/2019	10705665			1 01-0740-0-4300-112-0000-3600-007-302 NN P	197.61	197.61
1095 PO-191072	06/13/2019	10707192			1 01-0740-0-4300-112-0000-3600-007-302 NN P	44.22	44.22
TOTAL PAYMENT AMOUNT						241.83 *	241.83

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Reg Reference	Date				FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS			
017603/00	HUNT, CAROL							
187 PO-190174	06/13/2019	MAY MILEAGE		1	01-0000-0-5210-101-0000-7150-002-000	NN P	13.34	13.34
2818 PO-192767	06/13/2019	REIMB FOOD		1	01-0000-0-4300-101-0000-7150-002-000	NN F	27.48	27.48
TOTAL PAYMENT AMOUNT							40.82 *	40.82
021789/00	JABBERGYM INC							
785 PO-190853	06/10/2019	11264		1	01-6500-0-5800-102-5750-1180-019-000	NN F	29,880.00	29,880.00
785 PO-190853	06/13/2019	11264		2	01-6500-0-5800-102-5750-1180-019-000	NN P	3,993.75	3,993.75
TOTAL PAYMENT AMOUNT							33,873.75 *	33,873.75
014662/00	JACKSON, STEVEN							
2804 PO-192757	06/12/2019	reimb lunch		1	01-0000-0-5800-234-1110-1000-008-000	NN F	390.56	390.56
TOTAL PAYMENT AMOUNT							390.56 *	390.56
017883/00	JOHNSON CONTROLS FIRE							
2814 PO-192770	06/13/2019	8589889,85901338		1	01-8150-0-4300-106-0000-8110-007-000	NN F	1,840.87	1,840.87
2814 PO-192770	06/13/2019	85904540		2	01-8150-0-5800-106-0000-8110-007-000	NN F	525.75	525.75
TOTAL PAYMENT AMOUNT							2,366.62 *	2,366.62
015912/00	JOHNSON, STEPHEN							
2237 PO-192197	06/13/2019	TRIP 2139		1	01-0740-0-5800-112-0000-3600-007-302	NN P	8.60	8.60
TOTAL PAYMENT AMOUNT							8.60 *	8.60
010609/00	KELLY MOORE PAINT COMPANY INC							
2416 PO-192360	06/13/2019	202-00000427109		1	01-8150-0-4300-106-0000-8110-007-000	NN P	167.34	167.34
TOTAL PAYMENT AMOUNT							167.34 *	167.34
018744/00	LISA COATES							
2811 PO-192763	06/13/2019	19-0606		1	01-3010-0-5800-371-1110-1000-012-931	NY F	1,800.00	1,800.00
TOTAL PAYMENT AMOUNT							1,800.00 *	1,800.00

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 6-12-19
FUND : 01 GENERAL FUND

APY500 L.00.12 06/13/19 09:59 PAGE 5
 << 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
017726/00	LOS ANGELES FREIGHTLINER				
143 PO-190135	06/13/2019	XA400023407:01	1 01-0740-0-4300-112-0000-3600-007-302 NN P	85.51	85.51
			TOTAL PAYMENT AMOUNT	85.51 *	85.51
021914/00	LOY MATTISON ENTERPRISES				
301 PO-190293	06/13/2019	040119053119	1 01-0000-0-5800-106-0000-8110-007-000 NY P	1,468.75	1,468.75
			TOTAL PAYMENT AMOUNT	1,468.75 *	1,468.75
022406/00	MAXIM HEALTHCARE SERVICES INC				
786 PO-190854	06/13/2019	6593720262	2 01-6500-0-5800-102-5750-1180-019-000 NN P	610.00	610.00
786 PO-190854	06/13/2019	W9753769	2 01-6500-0-5800-102-5750-1180-019-000 NN F	601.80	5,250.00
2539 PO-192477	06/13/2019	6593720262	1 01-0740-0-5800-104-0000-3140-019-128 NN F	5,481.10	1,797.50
			TOTAL PAYMENT AMOUNT	7,657.50 *	7,657.50
016087/00	MICHAEL'S TRANSPORTATION SERV.				
2808 PO-192756	06/13/2019	110325	1 01-0740-0-5800-112-0000-3600-007-302 NN P	1,620.00	1,620.00
2808 PO-192756	06/13/2019	110413	1 01-0740-0-5800-112-0000-3600-007-302 NN F	1,215.00	1,215.00
			TOTAL PAYMENT AMOUNT	2,835.00 *	2,835.00
019059/00	MILLENNIUM TERMITES & PEST				
12 PO-190009	06/13/2019	TR-71099	1 01-0000-0-5500-106-0000-8110-007-000 NN P	91.00	91.00
12 PO-190009	06/13/2019	TR-72628	1 01-0000-0-5500-106-0000-8110-007-000 NN P	57.00	57.00
12 PO-190009	06/13/2019	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
019828/00	MIRANDA, RYAN				
2803 PO-192754	06/13/2019	REIMB BACK PACKS	1 01-5630-0-4300-601-1421-1000-017-120 NN F	178.70	178.70
2803 PO-192754	06/13/2019	REIMB BACK PACKS	2 01-3010-0-4300-601-1421-1000-017-120 NN F	198.22	198.22
			TOTAL PAYMENT AMOUNT	376.92 *	376.92
022587/00	NTS MIKEDON LLC				
2817 PO-192771	06/13/2019	0814575	1 01-8150-0-4300-106-0000-8110-007-000 NN F	67.34	67.34
			TOTAL PAYMENT AMOUNT	67.34 *	67.34

Vendor/Addr	Remit name		Tax ID num	Deposit type	ABA num	Account num										
Req	Reference	Date	Description		FD	RESO	P	OBJE	SIT	GOAL	PUNC	RES	DEP	T9MPS	Liq Amt	Net Amount
<hr/>																
017576/00		OFFICE DEPOT														
1879	PO-191857	06/13/2019	279251487001		1	01-3010-0-4300-238-1110-1000-010-109	NN	P							32.64	32.64
1879	PO-191857	06/13/2019	279251486001		1	01-3010-0-4300-238-1110-1000-010-109	NN	F							37.33	23.30
2613	PO-192569	06/12/2019	312344804001		1	01-3410-0-4300-472-1110-1000-014-207	NN	P							943.09	943.09
2613	PO-192569	06/12/2019	312344805001		1	01-3410-0-4300-472-1110-1000-014-207	NN	P							281.95	281.95
2613	PO-192569	06/12/2019	312344806001		1	01-3410-0-4300-472-1110-1000-014-207	NN	P							81.77	81.77
2613	PO-192569	06/12/2019	312344804002		1	01-3410-0-4300-472-1110-1000-014-207	NN	P							151.91	151.91
2613	PO-192569	06/12/2019	312344807001		1	01-3410-0-4300-472-1110-1000-014-207	NN	F							128.77	42.86
2673	PO-192627	06/12/2019	315790783001		1	01-6520-0-4300-472-5770-1110-014-207	NN	P							201.48	201.48
2673	PO-192627	06/12/2019	315790780002		1	01-6520-0-4300-472-5770-1110-014-207	NN	P							70.76	70.76
2673	PO-192627	06/12/2019	315790790001		1	01-6520-0-4300-472-5770-1110-014-207	NN	P							598.44	598.44
2673	PO-192627	06/12/2019	315790788001		1	01-6520-0-4300-472-5770-1110-014-207	NN	P							581.56	581.56
2673	PO-192627	06/12/2019	315790782001		1	01-6520-0-4300-472-5770-1110-014-207	NN	P							200.35	200.35
2673	PO-192627	06/12/2019	315790781001		1	01-6520-0-4300-472-5770-1110-014-207	NN	P							48.38	48.38
2673	PO-192627	06/12/2019	315793292001		1	01-6520-0-4300-472-5770-1110-014-207	NN	P							151.91	151.91
2673	PO-192627	06/12/2019	315792230001		1	01-6520-0-4300-472-5770-1110-014-207	NN	P							151.91	151.91
2673	PO-192627	06/12/2019	315790789001		1	01-6520-0-4300-472-5770-1110-014-207	NN	P							98.27	98.27
2673	PO-192627	06/12/2019	315790784001		1	01-6520-0-4300-472-5770-1110-014-207	NN	P							269.27	269.27
2673	PO-192627	06/13/2019	324865498-001		1	01-6520-0-4300-472-5770-1110-014-207	NN	M							-478.75	-478.75
2673	PO-192627	06/13/2019	324865919001		1	01-6520-0-4300-472-5770-1110-014-207	NN	P							478.75	478.75
2673	PO-192627	06/13/2019	31579078001		1	01-6520-0-4300-472-5770-1110-014-207	NN	F							919.74	913.96
TOTAL PAYMENT AMOUNT					4,843.81 *											
<hr/>																
014069/00		PLATT ELECTRIC SUPPLY INC														
2736	PO-192685	06/13/2019	V308893		1	01-6230-0-4300-106-0000-8110-007-000	NN	F							1,213.41	1,248.26
2813	PO-192764	06/13/2019	V318823		1	01-0000-0-4300-115-0000-7700-007-000	NN	F							12.21	12.21
TOTAL PAYMENT AMOUNT					1,260.47 *											
<hr/>																
014974/00		PLUMMER, RENEE'														
394	PO-190384	06/13/2019	0519		1	01-0740-0-5800-112-0000-3600-007-302	NY	F							5,400.00	200.00
TOTAL PAYMENT AMOUNT					200.00 *											
<hr/>																
021401/00		PRACTI-CAL INC														
2795	PO-192745	06/13/2019	343158		1	01-5640-0-5800-102-1110-1000-019-000	NN	P							215.70	215.70
2795	PO-192745	06/13/2019	343116		1	01-5640-0-5800-102-1110-1000-019-000	NN	P							387.18	387.18
2795	PO-192745	06/13/2019	343218		1	01-5640-0-5800-102-1110-1000-019-000	NN	P							125.01	125.01
TOTAL PAYMENT AMOUNT					727.89 *											

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
010093/00		PRECISION EXAMS LLC			
2805 PO-192758	06/12/2019	15538	1 01-0740-0-5800-103-1110-1000-019-205 NY F	576.00	576.00
			TOTAL PAYMENT AMOUNT	576.00 *	576.00
020472/00		PRO-VISION INC			
2652 PO-192591	06/13/2019	322541	1 01-0740-0-4300-112-0000-3600-007-302 NN F	350.19	161.55
			TOTAL PAYMENT AMOUNT	161.55 *	161.55
021194/00		PRUDENTIAL OVERALL SUPPLY INC			
115 PO-190085	06/13/2019	180339238	1 01-0740-0-5800-112-0000-3600-007-302 NN P	59.21	59.21
			TOTAL PAYMENT AMOUNT	59.21 *	59.21
022536/00		SACRAMENTO COUNTY OFFICE OF ED			
2809 PO-192762	06/13/2019	192639	1 01-6500-0-7142-102-5770-9200-019-000 NN F	5,825.00	5,825.00
			TOTAL PAYMENT AMOUNT	5,825.00 *	5,825.00
010266/00		SACRAMENTO COUNTY UTILITIES			
25 PO-190019	06/13/2019	50000185866	1 01-0000-0-5520-106-0000-8110-007-000 N P	845.08	845.08
			TOTAL PAYMENT AMOUNT	845.08 *	845.08
017234/00		SCHIRO, BONNIE			
2806 PO-192761	06/13/2019	REIMB AMAZON ORDER	1 01-0000-0-4300-472-0000-2700-014-000 N F	76.70	76.70
			TOTAL PAYMENT AMOUNT	76.70 *	76.70
018297/00		SCHOOL SERVICES OF CALIFORNIA			
1946 PO-191903	06/13/2019	wl04723-IN	1 01-0000-0-5200-105-0000-7200-005-000 NN F	400.00	400.00
			TOTAL PAYMENT AMOUNT	400.00 *	400.00
020811/00		SHRED-IT USA LLC			
17 PO-190012	06/13/2019	8127379962	1 01-0000-0-5800-106-0000-7200-007-000 NN P	85.60	85.60
			TOTAL PAYMENT AMOUNT	85.60 *	85.60

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num								
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS				Liq Amt	Net Amount	

019683/00	SIERRA FOOTHILLS ACADEMY												
791 PO-190858	06/13/2019	OT-RSY-52019-2	1	01-6500-0-5800-102-5750-1180-019-000	NN	P					440.00	440.00	
791 PO-190858	06/13/2019	SP-RSY-52019-3	1	01-6500-0-5800-102-5750-1180-019-000	NN	P					331.50	331.50	
791 PO-190858	06/13/2019	MAY 2019	1	01-6500-0-5800-102-5750-1180-019-000	NN	P					5,971.98	5,971.98	
TOTAL PAYMENT AMOUNT						6,743.48 *						6,743.48	
010263/00	SMUD												
27 PO-190021	06/13/2019	7000000347	1	01-0000-0-5510-106-0000-8110-007-000	NN	P					42,673.44	42,673.44	
TOTAL PAYMENT AMOUNT						42,673.44 *						42,673.44	
018967/00	SPRINT CUSTOMER SERVICE												
29 PO-190023	06/13/2019	811116315-211	1	01-0000-0-5930-106-0000-8110-007-000	NN	P					233.01	233.01	
137 PO-190129	06/13/2019	811116315-211	1	01-6500-0-5930-102-5060-2110-019-000	NN	P					46.26	46.26	
138 PO-190130	06/13/2019	811116315-211	1	01-6387-0-5930-472-1110-1000-014-000	NN	P					46.26	46.26	
188 PO-190175	06/13/2019	811116315-211	1	01-0000-0-5930-101-0000-7150-002-000	NN	P					56.26	56.26	
623 PO-190578	06/13/2019	811116315-211	1	01-0740-0-5930-104-0000-3140-019-128	NN	P					12.13	12.13	
2149 PO-192083	06/13/2019	81111635-211	1	01-0000-0-5930-115-0000-7700-007-000	NN	P					135.77	135.77	
TOTAL PAYMENT AMOUNT						529.69 *						529.69	
020252/00	STAPLES BUSINESS CREDIT												
2674 PO-192642	06/13/2019	174897208-0-20	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					244.15	244.15	
2674 PO-192642	06/12/2019	174897208-0-6	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					11.21	11.21	
2674 PO-192642	06/13/2019	174897208-0-1	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					1,724.91	1,724.91	
2674 PO-192642	06/12/2019	174897208-0-16	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					20.04	20.04	
2674 PO-192642	06/13/2019	174897208-0-2	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					25.18	25.18	
2674 PO-192642	06/13/2019	174897208-0-15	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					131.43	131.43	
2674 PO-192642	06/13/2019	174897208-0-22	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					69.76	69.76	
2674 PO-192642	06/13/2019	174897208-0-23	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					8.39	8.39	
2674 PO-192642	06/13/2019	174897208-0-17	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					40.73	40.73	
2674 PO-192642	06/13/2019	174897208-0-19	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					79.29	79.29	
2674 PO-192642	06/13/2019	174897208-0-14	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					452.54	452.54	
2674 PO-192642	06/13/2019	174897208-0-21	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					17.23	17.23	
2674 PO-192642	06/13/2019	174897208-0-18	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					40.50	40.50	
2674 PO-192642	06/13/2019	174897208-0-24	1	01-6520-0-4300-472-5770-1110-014-207	NN	P					11.09	11.09	
2674 PO-192642	06/13/2019	174897208-0-24	1	01-6520-0-4300-472-5770-1110-014-207	NN	F					66.53	66.52	
2693 PO-192645	06/13/2019	175232337-0-12	1	01-3410-0-4300-472-1110-1000-014-207	NN	P					140.06	140.06	
2693 PO-192645	06/13/2019	175232337-0-7	1	01-3410-0-4300-472-1110-1000-014-207	NN	P					2,303.38	2,303.38	
2693 PO-192645	06/13/2019	175232337-0-11	1	01-3410-0-4300-472-1110-1000-014-207	NN	P					42.33	42.33	
2693 PO-192645	06/13/2019	175232337-0-9	1	01-3410-0-4300-472-1110-1000-014-207	NN	P					44.60	44.60	
2693 PO-192645	06/13/2019	175232337-0-10	1	01-3410-0-4300-472-1110-1000-014-207	NN	P					66.79	66.79	

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		
020252 (CONTINUED)								
2693 PO-192645	06/13/2019	175232337-0-8		1	01-3410-0-4300-472-1110-1000-014-207	NN F	56.14	37.70
TOTAL PAYMENT AMOUNT							5,577.83 *	5,577.83
016801/00 SUNRISE ENVIRONMENTAL								
2820 PO-192772	06/13/2019	98428		1	01-0740-0-4300-112-0000-3600-007-302	NN F	308.61	308.61
TOTAL PAYMENT AMOUNT							308.61 *	308.61
014079/00 THYSSENKRUPP ELEVATOR CORP								
10 PO-190007	06/13/2019	3004631299		1	01-8150-0-5800-106-0000-8110-007-000	NN P	298.81	298.81
10 PO-190007	06/13/2019	3004631926		1	01-8150-0-5800-106-0000-8110-007-000	NN P	1,098.86	1,098.86
10 PO-190007	06/13/2019	5001083710		1	01-8150-0-5800-106-0000-8110-007-000	NN P	418.50	418.50
TOTAL PAYMENT AMOUNT							1,816.17 *	1,816.17
010519/00 TIM'S MUSIC								
2366 PO-192342	06/13/2019	341167		1	01-0000-0-5600-472-1520-1000-014-000	NN F	286.64	286.17
TOTAL PAYMENT AMOUNT							286.17 *	286.17
011554/00 TRACTOR SUPPLY CO								
161 PO-190148	06/13/2019	6035301203476674		1	01-0000-0-4300-106-0000-8110-007-000	NN P	412.97	412.97
TOTAL PAYMENT AMOUNT							412.97 *	412.97
016370/00 TWIN RIVERS UNIFIED SCH DIST								
491 PO-190472	06/13/2019	192230		1	01-0000-0-5800-105-0000-8300-005-000	NN F	14,833.37	11,833.37
TOTAL PAYMENT AMOUNT							11,833.37 *	11,833.37
020026/00 WORTHINGTON DIRECT								
2509 PO-192450	06/13/2019	INV335539CEN134		1	01-3010-0-4300-371-1110-1000-012-108	NN F	7,365.11	7,336.18
TOTAL PAYMENT AMOUNT							7,336.18 *	7,336.18
TOTAL FUND PAYMENT							177,470.06 **	177,470.06

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	
018015/00	TOMPKINS, SHELLEY							
2807	PO-192755	06/13/2019	MILEAGE	1	11-6391-0-5210-600-4130-1000-015-000	NN F	59.16	59.16
TOTAL PAYMENT AMOUNT							59.16 *	59.16
TOTAL FUND PAYMENT							59.16 **	59.16

Vendor/Addr	Remit name	Description	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date				FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS			
016807/00	AGUILAR, RAFAEL							
2800	PO-192752	06/13/2019 REFUND			1 13-5310-0-8634-000-0000-0000-000-000 NN F		14.70	14.70
TOTAL PAYMENT AMOUNT						14.70 *		14.70
019504/00	B & H PHOTO-VIDEO							
2722	PO-192689	06/13/2019 158421910			1 13-5310-0-4300-108-0000-3700-007-000 NN F		293.39	293.39
TOTAL PAYMENT AMOUNT						293.39 *		293.39
016926/00	FUTURE FLEET CENTER							
2793	PO-192749	06/13/2019 113935			1 13-5310-0-5800-108-0000-3700-007-000 NN P		3,386.29	3,386.29
TOTAL PAYMENT AMOUNT						3,386.29 *		3,386.29
022364/00	HEARTLAND							
152	PO-190143	06/13/2019 3107000			1 13-5310-0-5300-108-0000-3700-007-000 NN P		706.80	870.75
TOTAL PAYMENT AMOUNT						870.75 *		870.75
015034/00	HESS, MARTIN							
2799	PO-192751	06/13/2019 REFUND			1 13-5310-0-8634-000-0000-0000-000-000 NN F		55.65	55.65
TOTAL PAYMENT AMOUNT						55.65 *		55.65
019032/00	MCKINNON, LADAWN							
2798	PO-192750	06/13/2019 REFUND			1 13-5310-0-8634-000-0000-0000-000-000 NN F		14.50	14.50
TOTAL PAYMENT AMOUNT						14.50 *		14.50
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
148	PO-190139	06/13/2019 180339237			1 13-5310-0-5800-108-0000-3700-007-000 NN P		57.78	57.78
148	PO-190139	06/13/2019 180338673			1 13-5310-0-5800-108-0000-3700-007-000 NN P		57.78	57.78
TOTAL PAYMENT AMOUNT						115.56 *		115.56

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				
016807/00	AGUILAR, RAFAEL						
2800	PO-192752	06/13/2019	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F	14.70	14.70	
				TOTAL PAYMENT AMOUNT	14.70 *		14.70
019504/00	B & H PHOTO-VIDEO						
2722	PO-192689	06/13/2019	158421910	1 13-5310-0-4300-108-0000-3700-007-000 NN F	293.39	293.39	
				TOTAL PAYMENT AMOUNT	293.39 *		293.39
016926/00	FUTURE FLEET CENTER						
2793	PO-192749	06/13/2019	113935	1 13-5310-0-5800-108-0000-3700-007-000 NN P	3,386.29	3,386.29	
				TOTAL PAYMENT AMOUNT	3,386.29 *		3,386.29
022364/00	HEARTLAND						
152	PO-190143	06/13/2019	3107000	1 13-5310-0-5300-108-0000-3700-007-000 NN P	706.80	870.75	
				TOTAL PAYMENT AMOUNT	870.75 *		870.75
015034/00	HESS, MARTIN						
2799	PO-192751	06/13/2019	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F	55.65	55.65	
				TOTAL PAYMENT AMOUNT	55.65 *		55.65
019032/00	MCKINNON, LADAWN						
2798	PO-192750	06/13/2019	REFUND	1 13-5310-0-8634-000-0000-0000-000-000 NN F	14.50	14.50	
				TOTAL PAYMENT AMOUNT	14.50 *		14.50
021194/00	PRUDENTIAL OVERALL SUPPLY INC						
148	PO-190139	06/13/2019	180339237	1 13-5310-0-5800-108-0000-3700-007-000 NN P	57.78	57.78	
148	PO-190139	06/13/2019	180338673	1 13-5310-0-5800-108-0000-3700-007-000 NN P	57.78	57.78	
				TOTAL PAYMENT AMOUNT	115.56 *		115.56

Batch status: A All

From batch: 0071

To batch: 0071

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 J21112
6-20-19

ACCOUNTS PAYABLE PRELIST
BATCH: 0071 06-20-19
FUND : 01 GENERAL FUND

APY500 L.00.12 06/20/19 10:55 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

010669/00	ALHAMBRA & SIERRA SPRINGS							
1493 PO-191478	06/20/2019	663302014871405	1	01-0000-0-5600-103-0000-7200-019-000	NN P			20.97 20.97
1493 PO-191478	06/20/2019	663302014871405	2	01-0000-0-4300-103-0000-7200-019-000	NN P			35.51 35.51
TOTAL PAYMENT AMOUNT				56.48 *				56.48
021763/00	ALL STAR RENTS							
286 PO-190271	06/20/2019	CLOSE	1	01-8150-0-5600-106-0000-8110-007-000	NN C			2,427.28 0.00
807 PO-190767	06/20/2019	854113-10	1	01-0000-0-5600-106-0000-8110-007-000	NN F			152.88 93.26
TOTAL PAYMENT AMOUNT				93.26 *				93.26
016783/00	AMERICAN EAGLE ENTERPRISES							
2572 PO-192510	06/20/2019	4643	2	01-8150-0-5800-106-0000-8110-007-000	NN F			9,400.00 9,400.00
2572 PO-192510	06/20/2019	4643	1	01-8150-0-4300-106-0000-8110-007-000	NN F			12,784.10 12,784.10
TOTAL PAYMENT AMOUNT				22,184.10 *				22,184.10
018533/00	ATKINSON ANDELSON LOYA RUDD							
578 PO-190554	06/20/2019	570790	1	01-0000-0-5880-105-0000-7200-005-000	NE P			224.44 224.44
TOTAL PAYMENT AMOUNT				224.44 *				224.44
015121/00	B.J. FLOORING INC							
2504 PO-192446	06/20/2019	2009611	1	01-8150-0-5800-106-9223-8110-007-000	NN F			13,983.00 13,983.00
TOTAL PAYMENT AMOUNT				13,983.00 *				13,983.00
021669/00	BAIONI, RON							
2829 PO-192773	06/20/2019	MILEAGE	1	01-0740-0-5210-475-3200-1000-015-106	NN F			8.70 8.70
2827 PO-192784	06/20/2019	mileage	1	01-0000-0-5210-371-0000-2700-012-000	NN F			136.88 136.88
TOTAL PAYMENT AMOUNT				145.58 *				145.58
010442/00	BAR HEIN							
62 PO-190054	06/20/2019	577387	1	01-0000-0-4300-106-0000-8110-007-000	N F			1,404.62 1,312.38
TOTAL PAYMENT AMOUNT				1,312.38 *				1,312.38

081 CENTER UNIFIED SCHOOL DISTRICT J21112
6-20-19

ACCOUNTS PAYABLE PRELIST
BATCH: 0071 06-20-19
FUND : 01 GENERAL FUND

APY500 L.00.12 06/20/19 10:55 PAGE 2
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt Net Amount

015718/00	BASIC PACIFIC							
	PV-190111	06/19/2019	6-28-2019					
				01-0000-0-9552-000-0000-0000-000-000	NN			1,594.76
				TOTAL PAYMENT AMOUNT		1,594.76 *		1,594.76
010340/00	CA DEPT OF JUSTICE							
	15 PO-190010	06/20/2019	377391					
				1 01-0000-0-5800-110-0000-7200-004-000	NN F		139.00	354.00
				TOTAL PAYMENT AMOUNT		354.00 *		354.00
021045/00	CALDWELL FLORES WINTERS INC							
	2841 PO-192792	06/20/2019	2019CD					
				1 01-0000-0-5800-106-0000-8100-007-000	NN F		3,025.00	3,025.00
				TOTAL PAYMENT AMOUNT		3,025.00 *		3,025.00
019750/00	CAPITAL PROGRAM MGMT INC							
	1531 PO-191506	06/20/2019	#49					
				1 01-6230-0-6272-371-0000-8500-007-623	NN P		363.50	363.50
				TOTAL PAYMENT AMOUNT		363.50 *		363.50
016082/00	CARMAZZI GLOBAL SOLUTIONS							
	2213 PO-192166	06/20/2019	27192					
	2213 PO-192166	06/20/2019	19-23777					
				1 01-0000-0-5800-103-4760-1000-019-000	NN P		210.00	210.00
				1 01-0000-0-5800-103-4760-1000-019-000	NN F		356.40	87.00
				TOTAL PAYMENT AMOUNT		297.00 *		297.00
017639/00	CDT INC.							
	21 PO-190016	06/20/2019	46737					
				2 01-0000-0-5800-110-0000-7200-004-000	NN P		299.00	299.00
				TOTAL PAYMENT AMOUNT		299.00 *		299.00
020305/00	CDW GOVERNMENT INC.							
	2686 PO-192637	06/20/2019	SHT7041					
				1 01-0740-0-4300-475-3200-1000-015-106	NN F		44.83	44.83
				TOTAL PAYMENT AMOUNT		44.83 *		44.83

081 CENTER UNIFIED SCHOOL DISTRICT J21112
6-20-19

ACCOUNTS PAYABLE PRELIST
BATCH: 0071 06-20-19
FUND : 01 GENERAL FUND

APY500 L.00.12 06/20/19 10:55 PAGE 3
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				
013928/00	CINTAS LOCATION 622						
2828 PO-192778	06/20/2019	4023802608	1 01-0000-0-5800-111-0000-8200-007-000 NN P			27.86	27.86
2828 PO-192778	06/20/2019	4023802661	1 01-0000-0-5800-111-0000-8200-007-000 NN P			64.22	64.22
2828 PO-192778	06/20/2019	4023802677	1 01-0000-0-5800-111-0000-8200-007-000 NN P			11.20	11.20
2828 PO-192778	06/20/2019	4023802680	1 01-0000-0-5800-111-0000-8200-007-000 NN P			27.51	27.51
2828 PO-192778	06/20/2019	4023802684	1 01-0000-0-5800-111-0000-8200-007-000 NN P			5.83	5.83
2828 PO-192778	06/20/2019	4023802690	1 01-0000-0-5800-111-0000-8200-007-000 NN P			65.17	65.17
2828 PO-192778	06/20/2019	4023802723	1 01-0000-0-5800-111-0000-8200-007-000 NN P			9.79	9.79
2828 PO-192778	06/20/2019	4023802731	1 01-0000-0-5800-111-0000-8200-007-000 NN P			9.79	9.79
TOTAL PAYMENT AMOUNT						221.37 *	221.37
018180/00	CITRUS HEIGHTS SAW & MOWER						
63 PO-190055	06/20/2019	476854	1 01-0000-0-4300-106-0000-8110-007-000 NN F			2,205.27	2,067.90
TOTAL PAYMENT AMOUNT						2,067.90 *	2,067.90
021979/00	COUNTY OF SACRAMENTO						
2832 PO-192781	06/20/2019	18/19 3rd qtr AGENT FEE	1 01-0000-0-5800-105-0000-7200-005-000 NN F			2,426.46	2,426.46
TOTAL PAYMENT AMOUNT						2,426.46 *	2,426.46
010592/00	EWING IRRIGATION PRODUCTS						
2839 PO-192790	06/20/2019	7676303	1 01-0000-0-4300-106-0000-8110-007-000 NN F			1,302.54	1,302.54
TOTAL PAYMENT AMOUNT						1,302.54 *	1,302.54
016976/00	FIELDTURF USA INC						
2703 PO-192654	06/20/2019	658527	1 01-9181-0-6200-106-0000-8500-007-621 NN P			227,943.45	227,943.45
TOTAL PAYMENT AMOUNT						227,943.45 *	227,943.45
018992/00	GREEN ACRES NURSERY & SUPPLY						
874 PO-190841	06/20/2019	01-001-328474	1 01-0000-0-4300-106-0000-8110-007-000 NN F			1,897.14	709.20
TOTAL PAYMENT AMOUNT						709.20 *	709.20

081 CENTER UNIFIED SCHOOL DISTRICT J21112
6-20-19

ACCOUNTS PAYABLE PRELIST
BATCH: 0071 06-20-19
FUND : 01 GENERAL FUND

APY500 L.00.12 06/20/19 10:55 PAGE 4
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP T9MPS	
017002/00	HOME DEPOT CREDIT SERVICES						
53 PO-190045	06/20/2019	6035322503880209	1	01-8150-0-4300-106-0000-8110-007-000	NN P	2,168.21	2,168.21
2711 PO-192663	06/20/2019	6035322503880209	1	01-0000-0-4300-236-1110-1000-009-000	NN F	188.05	188.05
			TOTAL PAYMENT AMOUNT			2,356.26 *	2,356.26
014507/00	HORIZON DISTRIBUTORS						
66 PO-190058	06/20/2019	2A176330	1	01-0000-0-4300-106-0000-8110-007-000	NN F	1,787.18	1,548.31
			TOTAL PAYMENT AMOUNT			1,548.31 *	1,548.31
017603/00	HUNT, CAROL						
187 PO-190174	06/20/2019	mileage	1	01-0000-0-5210-101-0000-7150-002-000	NN F	51.16	4.76
			TOTAL PAYMENT AMOUNT			4.76 *	4.76
010939/00	IML SECURITY SUPPLY						
2489 PO-192428	06/20/2019	2279850	1	01-8150-0-4300-106-0000-8110-007-000	NN F	1,076.41	1,110.26
2489 PO-192428	06/20/2019	2279850	2	01-8150-0-4400-106-0000-8110-007-000	NN F	2,138.61	813.53
			TOTAL PAYMENT AMOUNT			1,923.79 *	1,923.79
010355/00	KAISER FOUNDATION HEALTH PLAN						
PV-190108	06/20/2019	KAISER JULY 2019		01-0000-0-9552-000-0000-0000-000-000	NN		189,265.89
			TOTAL PAYMENT AMOUNT			189,265.89 *	189,265.89
014909/00	LANE, DOROTHY						
170 PO-190164	06/20/2019	TRIP 2170	1	01-0740-0-5800-112-0000-3600-007-302	NN P	13.94	13.94
			TOTAL PAYMENT AMOUNT			13.94 *	13.94
018818/00	LAURA BIRGE						
712 PO-190699	06/19/2019	#10	1	01-3010-0-5800-236-1110-1000-009-114	NY F	700.00	350.00
			TOTAL PAYMENT AMOUNT			350.00 *	350.00

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type	ABA num FD RESO P OBJE SIT GOAL FUNC	Account num RES DEP T9MPS	Liq Amt	Net Amount

017576/00	OFFICE DEPOT							
2506 PO-192448	06/20/2019	305912458001		1	01-3010-0-4300-371-1110-1000-012-108	NN P	26.28	26.28
2506 PO-192448	06/20/2019	305912460001		1	01-3010-0-4300-371-1110-1000-012-108	NN P	646.46	646.46
2506 PO-192448	06/20/2019	305912455001		1	01-3010-0-4300-371-1110-1000-012-108	NN P	280.14	280.14
2506 PO-192448	06/20/2019	305912457001		1	01-3010-0-4300-371-1110-1000-012-108	NN P	797.33	797.33
2506 PO-192448	06/20/2019	305912459001		1	01-3010-0-4300-371-1110-1000-012-108	NN P	120.85	120.85
2506 PO-192448	06/20/2019	305912461001		1	01-3010-0-4300-371-1110-1000-012-108	NN P	926.63	926.63
2506 PO-192448	06/20/2019	331661581-credit conf		1	01-3010-0-4300-371-1110-1000-012-108	NN M	-172.38	-172.38
2506 PO-192448	06/20/2019	305912456001		1	01-3010-0-4300-371-1110-1000-012-108	NN F	344.75	172.38
2481 PO-192484	06/20/2019	308005320001,21001		1	01-0000-0-4300-371-1110-1000-012-000	NN F	269.53	276.30
2481 PO-192484	06/20/2019	308005322001,24001		2	01-6300-0-4300-371-1110-1000-012-000	NN F	357.98	357.98
TOTAL PAYMENT AMOUNT							3,431.97 *	3,431.97
021401/00	PRACTI-CAL INC							
2795 PO-192745	06/20/2019	343268		1	01-5640-0-5800-102-1110-1000-019-000	NN P	108.81	108.81
TOTAL PAYMENT AMOUNT							108.81 *	108.81
010750/00	REFRIGERATION SUPPLIES DISTR.							
2833 PO-192782	06/20/2019	523164549-00		1	01-8150-0-4300-106-0000-8110-007-000	NN F	1,172.32	1,172.32
TOTAL PAYMENT AMOUNT							1,172.32 *	1,172.32
010315/00	SAC CO OFFICE OF ED FIN SVCS							
2830 PO-192779	06/20/2019	#192673		1	01-0037-0-5800-103-1110-1000-019-102	NN F	8,800.00	8,800.00
2831 PO-192780	06/20/2019	192685		1	01-7510-0-5800-103-1110-1000-019-000	NN F	12,400.00	12,400.00
TOTAL PAYMENT AMOUNT							21,200.00 *	21,200.00
022018/00	SACRAMENTO AUTOGLASS & MIRROR							
2838 PO-192789	06/20/2019	ISAC031434		1	01-0740-0-4300-112-0000-3600-007-302	NN F	148.18	148.18
2838 PO-192789	06/20/2019	ISAC031434		2	01-0740-0-5800-112-0000-3600-007-302	NN F	65.00	65.00
TOTAL PAYMENT AMOUNT							213.18 *	213.18
010373/00	SCHOOLS INSURANCE AUTHORITY							
164 PO-190151	06/20/2019	2019 UST-BZ.22		1	01-0740-0-5800-112-0000-3600-007-302	NN F	125.00	85.00
TOTAL PAYMENT AMOUNT							85.00 *	85.00

081 CENTER UNIFIED SCHOOL DISTRICT J21112
6-20-19

ACCOUNTS PAYABLE PRELIST
BATCH: 0071 06-20-19
FUND : 01 GENERAL FUND

APY500 L.00.12 06/20/19 10:55 PAGE 6
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	Liq Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS				
017265/00	SIERRA SCHOOL AT EASTERN						
2472 PO-192438	06/20/2019	INV80615	1 01-6500-0-5800-102-5750-1180-019-000 NN P		7,930.03	7,930.03	
TOTAL PAYMENT AMOUNT				7,930.03 *		7,930.03	
020242/00	SONLIGHT COMMUNICATIONS						
2316 PO-192254	06/20/2019	SL-508	1 01-0370-0-5800-115-1110-1000-007-000 NN F		3,173.50	3,173.00	
TOTAL PAYMENT AMOUNT				3,173.00 *		3,173.00	
014558/00	SPURR						
30 PO-190024	06/20/2019	99283	1 01-0000-0-5515-106-0000-8110-007-000 NN P		2,556.92	2,556.92	
TOTAL PAYMENT AMOUNT				2,556.92 *		2,556.92	
015259/00	SUNBELT RENTALS INC						
2840 PO-192791	06/20/2019	90460368-0001	1 01-8150-0-4300-106-0000-8110-007-000 NN F		151.49	151.49	
2840 PO-192791	06/20/2019	90460368-0001	2 01-8150-0-5600-106-0000-8110-007-000 NN F		69.45	69.45	
TOTAL PAYMENT AMOUNT				220.94 *		220.94	
016354/00	SUPERIOR VISION SERVICES INC						
PV-190112	06/20/2019	JULY 2019	01-0000-0-9552-000-0000-0000-000-000 NN			8,207.59	
TOTAL PAYMENT AMOUNT				8,207.59 *		8,207.59	
019383/00	SUTTER HEALTH PLUS						
PV-190110	06/19/2019	JULY 2019	01-0000-0-9552-000-0000-0000-000-000 NN			66,846.00	
TOTAL PAYMENT AMOUNT				66,846.00 *		66,846.00	
017419/00	TEAM ONE NETWORKING INC						
2699 PO-192650	06/20/2019	19145	1 01-0370-0-4300-115-0000-7700-007-995 NN F		31,545.78	31,545.78	
2699 PO-192650	06/20/2019	19145	2 01-0370-0-4400-115-0000-7700-007-995 NN F		54,838.49	54,838.49	
2699 PO-192650	06/20/2019	19145	4 01-0370-0-6400-115-0000-7700-007-995 NN F		6,388.10	6,388.10	
2700 PO-192651	06/20/2019	19146	1 01-0370-0-4300-115-0000-7700-007-995 NN F		28,117.87	28,117.87	
2700 PO-192651	06/20/2019	19146	2 01-0370-0-4400-115-0000-7700-007-995 NN F		40,432.58	40,432.58	
2700 PO-192651	06/20/2019	19146	3 01-0370-0-6400-115-0000-7700-007-995 NN F		6,388.10	6,388.10	
TOTAL PAYMENT AMOUNT				167,710.92 *		167,710.92	

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		

010139/00	TROXELL COMMUNICATIONS INC							
2771 PO-192717	06/20/2019	182043	1 01-0000-0-4300-115-0000-8200-007-000	NN P	1,422.30	1,422.30		
2771 PO-192717	06/20/2019	181971	1 01-0000-0-4300-115-0000-8200-007-000	NN P	1,185.25	1,185.25		
2771 PO-192717	06/20/2019	183470	1 01-0000-0-4300-115-0000-8200-007-000	NN F	471.95	471.95		
2771 PO-192717	06/20/2019	184930	3 01-0000-0-5800-115-0000-8200-007-000	NN F	3,250.00	3,250.00		
2771 PO-192717	06/20/2019	181971	2 01-0000-0-4400-115-0000-8200-007-000	NN P	9,387.18	9,387.18		
2771 PO-192717	06/20/2019	184704	2 01-0000-0-4400-115-0000-8200-007-000	NN F	1,043.02	1,043.02		
2785 PO-192734	06/20/2019	182402	2 01-0000-0-4400-115-1110-1000-007-995	YN P	16,745.00	16,745.00		
2785 PO-192734	06/19/2019	182402	3 01-0000-0-5800-115-1110-1000-007-995	NN F	119.00	119.00		
2785 PO-192734	06/20/2019	183471	1 01-0000-0-4300-115-1110-1000-007-995	NN P	330.36	330.36		
2785 PO-192734	06/20/2019	184929	1 01-0000-0-4300-115-1110-1000-007-995	NN F	10,794.39	10,794.40		
2785 PO-192734	06/19/2019	182402	2 01-0000-0-4400-115-1110-1000-007-995	NN F	1,297.74	1,297.74		
TOTAL PAYMENT AMOUNT					46,046.20 *			
TOTAL USE TAX AMOUNT					1,297.74			46,046.20
010902/00	U.S. BANK							
2688 PO-192639	06/20/2019	4866914555510632	1 01-0000-0-4400-240-1110-1000-011-000	NN F	1,935.19	1,935.19		
2812 PO-192766	06/20/2019	4866914555510632	1 01-0740-0-4300-112-0000-3600-007-302	NN F	198.03	198.03		
2819 PO-192768	06/20/2019	4866914555510632	1 01-0000-0-4300-101-0000-7150-002-000	NN F	352.56	352.56		
2837 PO-192788	06/20/2019	4866914555510632	1 01-0740-0-5200-112-0000-3600-007-302	NN F	636.04	636.04		
TOTAL PAYMENT AMOUNT					3,121.82 *			3,121.82
016889/00	WATER RITE PRODUCTS INC.							
69 PO-190061	06/20/2019	679408	1 01-0000-0-4300-106-0000-8110-007-000	NN F	2,010.18	2,010.18		
TOTAL PAYMENT AMOUNT					2,010.18 *			2,010.18
022221/00	WESTERN HEALTH ADVANTAGE							
PV-190109	06/20/2019	JULY INVOICE	01-0000-0-9552-000-0000-0000-000-000	NN		84,795.76		
TOTAL PAYMENT AMOUNT					84,795.76 *			84,795.76
022221/02	WESTERN HEALTH ADVANTAGE							
PV-190107	06/19/2019	JULY 2019	01-0000-0-9552-000-0000-0000-000-000	NN		5,590.77		
TOTAL PAYMENT AMOUNT					5,590.77 *			5,590.77

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num						
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount						
<hr/>											
017313/00	XEROX										
8	PO-190002	06/20/2019	097124488	1 01-3010-0-5600-240-1110-1000-011-000 NN P	29.20	29.20					
183	PO-190171	06/20/2019	230131379	1 01-0000-0-5800-116-0000-7200-007-992 NN F	60,051.97	35,226.52					
179	PO-190198	06/20/2019	238007924	1 01-0000-0-4300-116-0000-8200-007-992 NN P	11,240.42	11,240.42					
	FV-190106	06/19/2019	230131382	01-0000-0-5800-116-0000-7200-007-992 NN		2,834.21					
			TOTAL PAYMENT AMOUNT	49,330.35 *		49,330.35					
			TOTAL FUND PAYMENT	947,862.96 **		947,862.96					
			TOTAL USE TAX AMOUNT	1,297.74							

081 CENTER UNIFIED SCHOOL DISTRICT J21112
6-20-19

ACCOUNTS PAYABLE PRELIST
BATCH: 0071 06-20-19
FUND : 11 ADULT EDUCATION FUND

APY500 L.00.12 06/20/19 10:55 PAGE 9
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num		
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount		
021669/00	BAIONI, RON						
2825 PO-192783	06/20/2019	mileage	1 11-6391-0-5210-600-4130-1000-015-000 NN F	4.64	4.64		
TOTAL PAYMENT AMOUNT				4.64 *			4.64
014899/00	BRYANT, ANGELLA						
2826 PO-192777	06/20/2019	TRAVEL EXPENSE	1 11-6391-0-5200-600-4130-1000-015-000 NN F	73.19	73.19		
TOTAL PAYMENT AMOUNT				73.19 *			73.19
018015/00	TOMPKINS, SHELLEY						
PV-190113	06/20/2019	JUNE MILEAGE	11-6391-0-5210-600-4130-1000-015-000 NN		47.10		
TOTAL PAYMENT AMOUNT				47.10 *			47.10
TOTAL FUND PAYMENT				124.93 **			124.93

081 CENTER UNIFIED SCHOOL DISTRICT J21112
6-20-19

ACCOUNTS PAYABLE PRELIST
BATCH: 0071 06-20-19
FUND : 12 CHILD DEVELOPMEN FUND

APY500 L.00.12 06/20/19 10:55 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
018143/00	CONTINUING DEVELOPMENT INC						
932 PO-190894	06/20/2019	5030-MAY19	1	12-5025-0-5800-100-8500-1000-005-000	NN P		20,976.52 20,976.52
932 PO-190894	06/20/2019	5030-MAY19	2	12-6105-0-5800-100-8500-1000-005-000	NN F		36,948.02 36,948.02
932 PO-190894	06/20/2019	5030-MAY19	3	12-6105-0-5800-100-8500-1000-005-000	NN P		343.58 343.58
TOTAL PAYMENT AMOUNT				58,268.12	*		58,268.12
TOTAL FUND PAYMENT				58,268.12	**		58,268.12

081 CENTER UNIFIED SCHOOL DISTRICT J21112
6-20-19

ACCOUNTS PAYABLE PRELIST
BATCH: 0071 06-20-19
FUND : 13 CAFETERIA FUND

APY500 L.00.12 06/20/19 10:55 PAGE 11
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num			
Req Reference	Date	Description	FD RESO	P	OBJE	SIT	GOAL	FUNC
			RES	DEP	T9MPS	Liq Amt	Net Amount	
017051/00	DAVIS, LAURA							
2836	PO-192787	06/20/2019	REIMB FOOD PURCHASE	1	13-5310-0-4700-108-0000-3700-007-000	NN F	48.98	48.98
			TOTAL PAYMENT AMOUNT		48.98 *			48.98
014098/00	JEW, JEANNENE							
156	PO-190146	06/20/2019	JUNE MILEAGE	1	13-5310-0-5210-108-0000-3700-007-000	NN F	250.82	12.06
			TOTAL PAYMENT AMOUNT		12.06 *			12.06
015276/00	PREMIER FOOD SAFETY							
2824	PO-192776	06/20/2019	4890105,4890107	1	13-5310-0-9330-000-0000-0000-000-000	NN F	278.00	278.00
			TOTAL PAYMENT AMOUNT		278.00 *			278.00
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
148	PO-190139	06/20/2019	180339879	1	13-5310-0-5800-108-0000-3700-007-000	NN P	57.78	57.78
			TOTAL PAYMENT AMOUNT		57.78 *			57.78
019958/00	SIMPSON, LISA							
2823	PO-192775	06/20/2019	REFUND	1	13-5310-0-8634-000-0000-0000-000-000	NN F	10.62	10.62
			TOTAL PAYMENT AMOUNT		10.62 *			10.62
016484/00	TITAN SCHOOL SOLUTIONS INC							
2834	PO-192785	06/20/2019	180306	1	13-5310-0-5800-108-0000-3700-007-000	NN F	15,444.67	15,444.67
			TOTAL PAYMENT AMOUNT		15,444.67 *			15,444.67
020841/00	XEROX CORPORATION							
2835	PO-192786	06/19/2019	503351312	1	13-5310-0-5600-108-0000-3700-007-000	NN F	281.32	281.32
			TOTAL PAYMENT AMOUNT		281.32 *			281.32
			TOTAL FUND	PAYMENT	16,133.43 **			16,133.43

081 CENTER UNIFIED SCHOOL DISTRICT J21112
6-20-19

ACCOUNTS PAYABLE PRELIST
BATCH: 0071 06-20-19
FUND : 21 BUILDING FUND

APY500 L.00.12 06/20/19 10:55 PAGE 12
<< Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num					
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount	
019750/00	CAPITAL PROGRAM MGMT INC									
47 PO-190156	06/20/2019	#35	2	21-0000-0-5800-106-9175-8100-007-000	NN	P		8,551.00	8,551.00	
TOTAL PAYMENT AMOUNT								8,551.00 *	8,551.00	
019627/00	NACHT & LEWIS ARCHITECTS									
609 PO-190573	06/20/2019	00011	2	21-0000-0-6215-106-0000-8500-007-610	NN	F		3,086.95	3,086.95	
609 PO-190573	06/20/2019	00011	3	21-0000-0-6215-106-0000-8500-007-610	NN	P		19,076.54	19,076.54	
TOTAL PAYMENT AMOUNT								22,163.49 *	22,163.49	
TOTAL FUND PAYMENT								30,714.49 **	30,714.49	
TOTAL BATCH PAYMENT								1,053,103.93 ***	0.00	1,053,103.93
TOTAL USE TAX AMOUNT								1,297.74		
TOTAL DISTRICT PAYMENT								1,053,103.93 ****	0.00	1,053,103.93
TOTAL USE TAX AMOUNT								1,297.74		
TOTAL FOR ALL DISTRICTS:								1,053,103.93 ****	0.00	1,053,103.93
TOTAL USE TAX AMOUNT								1,297.74		

Number of checks to be printed: 59, not counting voids due to stub overflows.

> *

ACCOUNTS PAYABLE PRELIST
BATCH: 0069 6-12-19
FUND : 13 CAFETERIA FUND

APY500 L.00.12 06/13/19 09:59 PAGE 12
 << Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num							Lig Amt	Net Amount
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS										
018967/00	SPRINT CUSTOMER SERVICE												
2190 PO-192134	06/13/2019	811116315-211	1 13-5310-0-5930-108-0000-3700-007-000 NN P									5.92	5.92
			TOTAL PAYMENT AMOUNT				5.92 *						5.92
			TOTAL FUND PAYMENT				4,756.76 **						4,756.76
			TOTAL BATCH PAYMENT				182,285.98 ***			0.00			182,285.98
			TOTAL DISTRICT PAYMENT				182,285.98 ****			0.00			182,285.98
			TOTAL FOR ALL DISTRICTS:				182,285.98 ****			0.00			182,285.98

Number of checks to be printed: 65, not counting voids due to stub overflows.

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: July, 2019

To: Board of Trustees

From: Lisa Coronado

Action Item

Information Item

Attached Pages 28

SUBJECT: Supplemental Agenda – Commercial Warrant Registers

July 12, 2019, \$765,707.98, July 25, 2019, \$765,348.36

The commercial warrant payments to vendor's total

\$ 1,531,056.34

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

CONSENT AGENDA

XV-39

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

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount

010669/00 ALHAMBRA & SIERRA SPRINGS

CL-190020	07/12/2019	18478244062319	01-0740-0-5600-601-1110-1000-017-120	NN	P			5.99	5.99
CL-190021	07/12/2019	18478244062319	01-0740-0-4300-601-1110-1000-017-120	NN	P			6.56	6.56
TOTAL PAYMENT AMOUNT								12.55 *	12.55

011726/00 AMPLIFY EDUCATION INC

CL-190022	07/12/2019	INV-011255	01-0037-0-9330-103-1110-1000-019-102	NN	F			244,624.49	244,624.49
CL-190092	07/12/2019	INV-011255	01-0037-0-9330-103-1110-1000-019-102	NN	F			4,930.09	4,930.09
TOTAL PAYMENT AMOUNT								249,554.58 *	249,554.58

021604/00 ATLAS DISPOSAL INDUSTRIES

CL-190117	07/12/2019	NO COUNTRY 6/7,6/4	01-0000-0-5525-106-0000-8110-007-000	NN	P			800.00	800.00
CL-190117	07/12/2019	CHARTERCAMPUS 6/27,6/11	01-0000-0-5525-106-0000-8110-007-000	NN	F			595.17	595.17
71 PO-200062	07/12/2019	01-0001031-0	01-0000-0-5525-106-0000-8110-007-000	NN	P			263.68	263.68
71 PO-200062	07/12/2019	01-0149397-0	01-0000-0-5525-106-0000-8110-007-000	NN	P			710.35	710.35
71 PO-200062	07/12/2019	01-0149398-01	01-0000-0-5525-106-0000-8110-007-000	NN	P			1,883.32	1,883.32
71 PO-200062	07/12/2019	01-0149399-0	01-0000-0-5525-106-0000-8110-007-000	NN	P			822.09	822.09
71 PO-200062	07/12/2019	01-0149400-0	01-0000-0-5525-106-0000-8110-007-000	NN	P			336.29	336.29
71 PO-200062	07/12/2019	01-0149401-0	01-0000-0-5525-106-0000-8110-007-000	NN	P			299.57	299.57
71 PO-200062	07/12/2019	01-0149402-0	01-0000-0-5525-106-0000-8110-007-000	NN	P			573.20	573.20
71 PO-200062	07/12/2019	01-0149403-0	01-0000-0-5525-106-0000-8110-007-000	NN	P			520.56	520.56
71 PO-200062	07/12/2019	01-0149404-0	01-0000-0-5525-106-0000-8110-007-000	NN	P			93.77	93.77
71 PO-200062	07/12/2019	01-0170963-0	01-0000-0-5525-106-0000-8110-007-000	NN	P			800.00	800.00
TOTAL PAYMENT AMOUNT								7,698.00 *	7,698.00

017855/00 BRCO CONSTRUCTORS INC

CL-190100	07/08/2019	2019-14-1	01-9181-0-6200-106-0000-8500-007-621	NN	F			48,445.44	48,445.44
TOTAL PAYMENT AMOUNT								48,445.44 *	48,445.44

022282/00 BRIGHT START THERAPIES

CL-190026	07/12/2019	CUAH0531.19	01-6500-0-5800-102-5750-1180-019-000	NN	P			540.00	540.00
CL-190026	07/12/2019	CUEH0531.19	01-6500-0-5800-102-5750-1180-019-000	NN	P			225.00	225.00
TOTAL PAYMENT AMOUNT								765.00 *	765.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
013988/00	BUTES/CENTER STATE PIPE &								
CL-190093	07/12/2019	5010737555.001		01-8150-0-4300-106-0000-8110-007-000	NN F			268.30	268.30
TOTAL PAYMENT AMOUNT						268.30	*		268.30
021045/00	CALDWELL FLORES WINTERS INC								
109 PO-200101	07/12/2019	INV# 1 JULY		1 01-0000-0-5800-101-1110-1000-002-995	NN P			12,500.00	12,500.00
TOTAL PAYMENT AMOUNT						12,500.00	*		12,500.00
020540/00	CALIFORNIA AMERICAN WATER CO								
CL-190028	07/12/2019	1015210038466358		01-0000-0-5520-106-0000-8110-007-000	NN F			27,897.89	27,897.89
TOTAL PAYMENT AMOUNT						27,897.89	*		27,897.89
015482/00	CALIFORNIA ASSOCIATION FOR								
43 PO-200005	07/12/2019	V.MASON REGISTRARION		1 01-0000-0-5200-234-1110-1000-008-000	NN F			395.00	395.00
TOTAL PAYMENT AMOUNT						395.00	*		395.00
010066/00	CALIFORNIA SCHOOL BOARD ASSN								
112 PO-200104	07/12/2019	INV-47652-X8MS6		1 01-0000-0-5800-120-0000-7110-000-000	NN F			5,735.00	5,735.00
120 PO-200110	07/12/2019	INV-45581-H5J3G2		1 01-0000-0-5300-120-0000-7110-000-000	NN F			9,489.00	9,489.00
TOTAL PAYMENT AMOUNT						15,224.00	*		15,224.00
010575/00	CAPITOL CLUTCH & BRAKE INC.								
CL-190029	07/12/2019	1568342		01-0740-0-4300-112-0000-3600-007-302	NN P			59.67	59.67
TOTAL PAYMENT AMOUNT						59.67	*		59.67
021036/00	CCHAT CENTER								
CL-190030	07/12/2019	CENTER4-19		01-6500-0-5800-102-5750-1180-019-000	NN P			1,428.44	1,428.44
CL-190030	07/12/2019	CENTERMS5-19		01-6500-0-5800-102-5750-1180-019-000	NN P			801.89	801.89
TOTAL PAYMENT AMOUNT						2,230.33	*		2,230.33

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP	T9MPS	Liq Amt	Net Amount
013928/00	CINTAS LOCATION 622							
CL-190032	07/12/2019	4024738831	01-0000-0-5800-111-0000-8200-007-000	NN	P		65.17	65.17
CL-190032	07/12/2019	4024738841	01-0000-0-5800-111-0000-8200-007-000	NN	P		9.79	9.79
CL-190032	07/12/2019	4024738897	01-0000-0-5800-111-0000-8200-007-000	NN	P		40.00	5.83
CL-190032	07/12/2019	40247388.98	01-0000-0-5800-111-0000-8200-007-000	NN	P		64.22	64.22
CL-190032	07/12/2019	4024738918	01-0000-0-5800-111-0000-8200-007-000	NN	P		27.51	27.51
CL-190032	07/12/2019	4024738982	01-0000-0-5800-111-0000-8200-007-000	NN	P		11.20	11.20
CL-190032	07/12/2019	4024739075	01-0000-0-5800-111-0000-8200-007-000	NN	P		9.79	9.79
CL-190032	07/12/2019	4024738850	01-0000-0-5800-111-0000-8200-007-000	NN	P		27.86	27.86
TOTAL PAYMENT AMOUNT							221.37 *	221.37
021813/00	CONSOLIDATED COMMUNICATIONS							
CL-190099	07/12/2019	916-773-4131/0 JUNE	01-0000-0-5930-106-0000-8110-007-000	NN	F		1,285.84	1,285.84
TOTAL PAYMENT AMOUNT							1,285.84 *	1,285.84
018079/00	DAUBENMIRE, TRACIE							
CL-190038	07/08/2019	JUNE 3 MILEAGE	01-6500-0-5210-102-5060-2110-019-000	NN	P		11.95	11.95
TOTAL PAYMENT AMOUNT							11.95 *	11.95
018277/00	EASTER SEAL SOCIETY OF CA. INC							
CL-190040	07/12/2019	MAY 2019	01-6500-0-5800-102-5750-1180-019-000	NN	P		4,095.00	4,095.00
TOTAL PAYMENT AMOUNT							4,095.00 *	4,095.00
020517/00	EDUCATIONAL TESTING SERVICE							
CL-190041	07/12/2019	SP20065265	01-0000-0-5800-103-0000-3160-019-000	NN	F		250.00	198.36
TOTAL PAYMENT AMOUNT							198.36 *	198.36
015636/00	HASTIE'S SAND AND GRAVEL CO							
CL-190045	07/12/2019	169889	01-0000-0-4300-106-0000-8110-007-000	NN	P		98.67	98.67
CL-190045	07/12/2019	170137	01-0000-0-4300-106-0000-8110-007-000	NN	P		163.78	163.78
TOTAL PAYMENT AMOUNT							262.45 *	262.45

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
013970/00	HAYES, MIKE							
CL-190094	07/12/2019	REIMB GAS FOR VAN	01-0740-0-4300-112-0000-3600-007-302 NN F	15.35	15.35			
		TOTAL PAYMENT AMOUNT	15.35 *					
017002/00	HOME DEPOT CREDIT SERVICES							
CL-190048	07/12/2019	6035 3226 4903 3119	01-0000-0-4300-472-1110-1000-014-996 NN P	712.35	712.35			
		TOTAL PAYMENT AMOUNT	712.35 *					
021343/00	HUNTER, CURTIS							
66 PO-200097	07/12/2019	REIMB AIRFARE	1 01-0000-0-5200-472-1110-1000-014-000 NN F	689.98	689.98			
		TOTAL PAYMENT AMOUNT	689.98 *					
018990/00	INTERSTATE BATTERIES							
92 PO-200083	07/12/2019	130018460	1 01-0740-0-4300-112-0000-3600-022-302 NN P	131.21	131.21			
		TOTAL PAYMENT AMOUNT	131.21 *					
018343/00	JBEILY, TAMI							
CL-190116	07/12/2019	MILEAGE REIMBURSEMENT	01-0000-0-5210-103-0000-2110-019-000 NN F	169.36	169.36			
		TOTAL PAYMENT AMOUNT	169.36 *					
014909/00	LANE, DOROTHY							
CL-190051	07/12/2019	trip2151	01-0740-0-5800-112-0000-3600-007-302 NN P	15.00	15.00			
CL-190051	07/12/2019	TRIP 2172	01-0740-0-5800-112-0000-3600-007-302 NN P	13.53	13.53			
		TOTAL PAYMENT AMOUNT	28.53 *					
017726/00	LOS ANGELES FREIGHTLINER							
CL-190027	07/12/2019	XA410008923:02	01-0740-0-4300-112-0000-3600-007-302 NN P	34.54	34.54			
		TOTAL PAYMENT AMOUNT	34.54 *					

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount			
022406/00	MAXIM HEALTHCARE SERVICES INC							
CL-190098	07/12/2019	INV V9972187	01-6500-0-5800-102-5750-1180-019-000 NN F	855.00	855.00			
		TOTAL PAYMENT AMOUNT	855.00 *		855.00			
019059/00	MILLENNIUM TERMITE & PEST							
CL-190057	07/12/2019	TR 71009	01-0000-0-5500-106-0000-8110-007-000 NN P	57.00	57.00			
CL-190057	07/12/2019	71099	01-0000-0-5500-106-0000-8110-007-000 NN P	91.00	91.00			
CL-190057	07/12/2019	TR 72628	01-0000-0-5500-106-0000-8110-007-000 NN F	59.00	59.00			
		TOTAL PAYMENT AMOUNT	207.00 *		207.00			
021173/00	NORTH STATE TIRE CO. INC							
CL-190096	07/12/2019	INV 598064	01-0740-0-4300-112-0000-3600-007-302 NN F	1,137.84	1,137.84			
CL-190097	07/12/2019	INV598064	01-0740-0-5800-112-0000-3600-007-302 NN F	212.50	212.50			
		TOTAL PAYMENT AMOUNT	1,350.34 *		1,350.34			
021050/00	PACHECO, SHAWNA							
CL-190112	07/12/2019	REIMBURSE PARKING	01-6520-0-5200-472-5770-1110-014-207 NN F	20.00	20.00			
		TOTAL PAYMENT AMOUNT	20.00 *		20.00			
022525/00	POST-IT LLC							
CL-190060	07/12/2019	MAY 2019	01-0000-0-5800-110-0000-7200-004-000 NN P	180.00	180.00			
		TOTAL PAYMENT AMOUNT	180.00 *		180.00			
015527/00	PROJECT LEAD THE WAY - SCHOOL							
136 PO-200123	07/12/2019	177117	1 01-0037-0-5800-103-1110-1000-019-204 NN P	750.00	750.00			
136 PO-200123	07/12/2019	180167	1 01-0037-0-5800-103-1110-1000-019-204 NN P	5,000.00	5,000.00			
136 PO-200123	07/12/2019	176722	1 01-0037-0-5800-103-1110-1000-019-204 NN F	750.00	750.00			
		TOTAL PAYMENT AMOUNT	6,500.00 *		6,500.00			
021194/00	PRUDENTIAL OVERALL SUPPLY INC							
CL-190063	07/12/2019	180339880	01-0740-0-5800-112-0000-3600-007-302 NN P	59.21	59.21			
55 PO-200041	07/12/2019	180341674	1 01-0740-0-5800-112-0000-3600-022-302 NN P	59.21	59.21			
		TOTAL PAYMENT AMOUNT	118.42 *		118.42			

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MPS	Liq Amt	Net Amount

010242/00	ROTO-ROOTER PLUMBERS								
150	PO-200135	07/12/2019	330091362	1	01-8150-0-5800-106-0000-8110-007-000	NN F		600.00	600.00
				TOTAL PAYMENT AMOUNT				600.00 *	600.00
010266/00	SACRAMENTO COUNTY UTILITIES								
CL-190067	07/12/2019	50000878546		01-0000-0-5520-106-0000-8110-007-000	NN P			721.03	721.03
CL-190067	07/12/2019	50000878608		01-0000-0-5520-106-0000-8110-007-000	NN P			262.77	262.77
CL-190067	07/12/2019	500006974207		01-0000-0-5520-106-0000-8110-007-000	NN P			1,724.89	1,724.89
				TOTAL PAYMENT AMOUNT				2,708.69 *	2,708.69
011500/00	SCHOOLS INSURANCE AUTHORITY								
PV-200001	07/10/2019	SIA DELTA DENTAL JULY		01-0000-0-9552-000-0000-0000-000-000	NN				62,118.33
				TOTAL PAYMENT AMOUNT				62,118.33 *	62,118.33
020811/00	SHRED-IT USA LLC								
CL-190069	07/12/2019	8127597967		01-0000-0-5800-106-0000-7200-007-000	NN F			200.00	85.60
CL-190070	07/12/2019	8127520750		01-0000-0-5800-472-0000-2700-014-000	NN P			39.57	39.57
CL-190071	07/12/2019	8127380622		01-0000-0-5800-371-0000-2700-012-000	NN F			40.00	39.57
				TOTAL PAYMENT AMOUNT				164.74 *	164.74
019683/00	SIERRA FOOTHILLS ACADEMY								
CL-190075	07/12/2019	OT-RSY-62019-2		01-6500-0-5800-102-5750-1180-019-000	NN P			110.00	110.00
CL-190075	07/12/2019	SP-RSY-62019-3		01-6500-0-5800-102-5750-1180-019-000	NN P			110.50	110.50
CL-190075	07/12/2019	JUNE		01-6500-0-5800-102-5750-1180-019-000	NN F			2,779.50	2,275.04
				TOTAL PAYMENT AMOUNT				2,495.54 *	2,495.54
017265/00	SIERRA SCHOOL AT EASTERN								
CL-190076	07/12/2019	INV81962		01-6500-0-5800-102-5750-1180-019-000	NN P			2,441.95	2,441.95
				TOTAL PAYMENT AMOUNT				2,441.95 *	2,441.95
010376/00	SLAKEY BROS. INC.								
CL-190103	07/08/2019	80547584-00		01-0000-0-4300-106-0000-8110-007-000	NN F			51.32	51.32
				TOTAL PAYMENT AMOUNT				51.32 *	51.32

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount	
010263/00	SMUD							
CL-190066	07/12/2019	JUNE 2019		01-0000-0-5510-106-0000-8110-007-000	NN P	46,385.71	46,385.71	
TOTAL PAYMENT AMOUNT				46,385.71 *			46,385.71	
018370/00	STANLEY CONVERGENT SECURITY							
84 PO-200075	07/12/2019	16670407		1 01-8150-0-5800-106-0000-8110-007-000	NN P	4,106.82	4,106.82	
TOTAL PAYMENT AMOUNT				4,106.82 *			4,106.82	
010137/00	STATE BOARD OF EQUALIZATION							
CL-190079	07/12/2019	57-415168 APR-JUNE 2019		01-0740-0-5800-112-0000-3600-007-302	NN F	300.00	41.46	
TOTAL PAYMENT AMOUNT				41.46 *			41.46	
020465/00	SUPPORTED LIFE INSTITUTE							
CL-190091	07/12/2019	INV MARCH LOST CHECK REPLACEME		01-6500-0-5800-102-5750-1180-019-000	NN F	159.00	159.00	
TOTAL PAYMENT AMOUNT				159.00 *			159.00	
017419/00	TEAM ONE NETWORKING INC							
CL-190104	07/12/2019	19156		01-0370-0-4300-115-0000-7700-007-995	NN F	33,118.47	33,118.47	
CL-190105	07/12/2019	19156		01-0370-0-4400-115-0000-7700-007-995	NN F	140,657.81	140,657.81	
CL-190106	07/12/2019	19161		01-0370-0-5800-115-0000-7700-007-995	NN F	4,560.00	4,560.00	
CL-190107	07/12/2019	19160		01-0370-0-5800-115-0000-7700-007-995	NN F	3,500.00	3,500.00	
CL-190108	07/12/2019	19159		01-0370-0-4300-115-0000-7700-007-995	NN F	9,923.83	9,923.83	
CL-190109	07/12/2019	19158		01-0370-0-4300-115-0000-7700-007-995	NN F	1,118.16	1,118.16	
CL-190110	07/12/2019	19158		01-0370-0-4400-115-0000-7700-007-995	NN F	595.23	595.23	
CL-190111	07/12/2019	19157		01-0000-0-4300-115-0000-8200-007-000	NN F	5,363.18	5,363.18	
TOTAL PAYMENT AMOUNT				198,836.68 *			198,836.68	
011088/00	VERDE DESIGN INC							
CL-190102	07/12/2019	6-1816000		01-9181-0-6215-106-0000-8500-007-621	NN P	2,422.50	2,422.50	
TOTAL PAYMENT AMOUNT				2,422.50 *			2,422.50	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
010552/00	WAXIE SANITARY SUPPLY								
CL-190087	07/12/2019	78205201			01-0000-0-9320-000-0000-0000-000-000	NN	P	54.22	54.22
			TOTAL PAYMENT AMOUNT					54.22 *	54.22
022348/00	WILSON, SHERRY								
CL-190088	07/12/2019	TRIP 2133			01-0740-0-5800-112-0000-3600-007-302	NN	P	6.99	6.99
			TOTAL PAYMENT AMOUNT					6.99 *	6.99
			TOTAL FUND	PAYMENT				704,731.76 **	704,731.76

BATCH: 0001 7/12/2019

<< Open >>

FUND : 12 CHILD DEVELOPMEN FUND

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC	RES DEP	T9MPS	Liq Amt
								Net Amount
018143/00		CHILD DEVELOPMENT CENTERS						
CL-190034	07/12/2019	5030JUN19						
			12-5025-0-5800-100-8500-1000-005-000	NN	F			21,390.68
CL-190035	07/12/2019	5030JUN19						
			12-6105-0-5800-100-8500-1000-005-000	NN	F			36,299.93
			TOTAL PAYMENT AMOUNT					57,690.61 *
			TOTAL FUND	PAYMENT				57,690.61 **

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount

020098/00	BIG TRAY								
	CL-190113	07/12/2019	ORDER#	819174	13-5310-0-4400-108-0000-3700-007-000	NN F		187.01	187.01
			TOTAL PAYMENT AMOUNT					187.01 *	187.01
022586/00	D&P Creamery								
	CL-190114	07/12/2019	0251878	13-5310-0-4700-108-0000-3700-007-000	NN F			169.28	169.28
	CL-190115	07/12/2019	INV#	0251799	13-5310-0-4700-108-0000-3700-007-000	NN P		280.38	280.38
	CL-190115	07/12/2019	INV#	0251759	13-5310-0-4700-108-0000-3700-007-000	NN F		263.89	263.89
			TOTAL PAYMENT AMOUNT					713.55 *	713.55
019993/00	PROPACIFIC FRESH								
	CL-190062	07/12/2019	6697953	13-5310-0-4700-108-0000-3700-007-000	NN P			493.06	493.06
	CL-190062	07/12/2019	6699298	13-5310-0-4700-108-0000-3700-007-000	NN P			96.90	96.90
	CL-190062	07/12/2019	6700356	13-5310-0-4700-108-0000-3700-007-000	NN P			458.64	458.64
	CL-190062	07/12/2019	6702353	13-5310-0-4700-108-0000-3700-007-000	NN P			608.89	608.89
	CL-190062	07/12/2019	6704316	13-5310-0-4700-108-0000-3700-007-000	NN P			775.99	775.99
	CL-190062	07/12/2019	PU6699060	13-5310-0-4700-108-0000-3700-007-000	NN P			0.00	-90.52
	CL-190062	07/12/2019	R-A67000914	13-5310-0-4700-108-0000-3700-007-000	NN P			0.00	-19.50
	CL-190062	07/12/2019	RA6703413	13-5310-0-4700-108-0000-3700-007-000	NN P			0.00	-20.43
			TOTAL PAYMENT AMOUNT					2,303.03 *	2,303.03
021194/00	PRUDENTIAL OVERALL SUPPLY INC								
	CL-190064	07/12/2019	180340546	13-5310-0-5800-108-0000-3700-007-000	NN P			57.78	57.78
			TOTAL PAYMENT AMOUNT					57.78 *	57.78
017313/00	XEROX								
	CL-190095	07/12/2019	097246682	13-5310-0-4300-108-0000-3700-007-000	NN F			24.24	24.24
			TOTAL PAYMENT AMOUNT					24.24 *	24.24
			TOTAL FUND	PAYMENT				3,285.61 **	3,285.61
			TOTAL BATCH PAYMENT				0.00	765,707.98	765,707.98
			TOTAL DISTRICT PAYMENT				0.00	765,707.98	765,707.98
			TOTAL FOR ALL DISTRICTS:				0.00	765,707.98	765,707.98

Number of checks to be printed: 53, not counting voids due to stub overflows.

Batch status: A All

From batch: 0002

To batch: 0002

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	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount	

011802/00 A-Z BUS SALES INC.

93 PO-200084 07/25/2019 02P462110

1 01-0740-0-4300-112-0000-3600-022-302 NN P	215.33	215.33
TOTAL PAYMENT AMOUNT	215.33 *	215.33

010669/00 ALHAMBRA & SIERRA SPRINGS

CL-190004 07/25/2019 27045104780794
CL-190005 07/25/2019 27045104780794
CL-190006 07/25/2019 27053384782453
CL-190007 07/25/2019 27053384782453
CL-190008 07/25/2019 27045224780818
CL-190009 07/25/2019 27045224780818
CL-190014 07/25/2019 27050334781839
CL-190015 07/25/2019 4781839062719
CL-190018 07/25/2019 663302014871405
CL-190019 07/25/2019 663302014871405
CL-190020 07/23/2019 80268618478244
CL-190021 07/25/2019 802686118478244

01-0000-0-4300-110-0000-7200-004-000 NN F	50.00	29.57
01-0000-0-5600-110-0000-7200-004-000 NN F	10.00	7.50
01-8150-0-4300-106-0000-8110-007-000 NN F	200.00	83.48
01-8150-0-5600-106-0000-8110-007-000 NN F	40.00	30.00
01-0000-0-4300-105-0000-7200-005-000 NN F	30.00	23.58
01-0000-0-5600-105-0000-7200-005-000 NN F	6.99	6.99
01-0740-0-5600-475-3200-2700-015-106 NN F	4.00	0.00
01-0740-0-4300-475-3200-2700-015-106 NN F	11.00	7.99
01-0000-0-5600-103-0000-7200-019-000 NN F	30.00	20.97
01-0000-0-4300-103-0000-7200-019-000 NN F	100.00	35.51
01-0740-0-5600-601-1110-1000-017-120 NN F	14.01	0.00
01-0740-0-4300-601-1110-1000-017-120 NN F	43.44	5.99
TOTAL PAYMENT AMOUNT	251.58 *	251.58

013985/00 ALL DIESEL ELECTRIC INC.

212 PO-200202 07/23/2019 13362

1 01-0740-0-4300-112-0000-3600-022-302 NN F	673.44	673.44
TOTAL PAYMENT AMOUNT	673.44 *	673.44

021763/00 ALL STAR RENTS

231 PO-200216 07/25/2019 863158-10
231 PO-200216 07/25/2019 863161-10

1 01-0000-0-5600-106-0000-8110-007-000 NN P	124.57	124.57
1 01-0000-0-5600-106-0000-8110-007-000 NN P	201.72	201.72
TOTAL PAYMENT AMOUNT	326.29 *	326.29

010564/00 APPLE COMPUTER

194 PO-200171 07/25/2019 AA29430948

1 01-0000-0-4400-106-0000-7200-007-000 NN F	1,512.81	1,512.42
TOTAL PAYMENT AMOUNT	1,512.42 *	1,512.42

022066/00 ARROW PLUMBING INC

202 PO-200187 07/25/2019 23150
202 PO-200187 07/25/2019 23150

1 01-8150-0-5600-106-0000-8110-007-000 NN F	1,960.00	1,960.00
2 01-8150-0-4300-106-0000-8110-007-000 NN F	802.47	802.47
TOTAL PAYMENT AMOUNT	2,762.47 *	2,762.47

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Reg Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt
								Net Amount
018649/00	ASCD							
155 PO-200147	07/25/2019	CJUSD- JORDAN	1	01-0000-0-5800-103-0000-2110-019-000	NN F			59.00
			TOTAL PAYMENT AMOUNT	59.00 *				59.00
021097/00	ASSOCIATED VALUATION SERVICES							
193 PO-200174	07/25/2019	6183	1	01-0000-0-5800-105-0000-7200-005-000	NN F			2,073.92
			TOTAL PAYMENT AMOUNT	2,073.92 *				2,073.92
010400/00	AT&T							
75 PO-200066	07/25/2019	81006413	1	01-0000-0-5930-106-0000-8110-007-000	NN P			17.64
			TOTAL PAYMENT AMOUNT	17.64 *				17.64
011481/00	AT&T							
CL-190023	07/25/2019	13290754	01-0000-0-5930-106-0000-8110-007-000	NN F				8,486.00
			TOTAL PAYMENT AMOUNT	6,411.75 *				6,411.75
018533/00	ATKINSON ANDELSON LOYA RUDD							
CL-190024	07/25/2019	572580	01-0000-0-5880-105-0000-7200-005-000	NE F				5,000.00
			TOTAL PAYMENT AMOUNT	448.87 *				448.87
019500/00	AVID CENTER							
131 PO-200182	07/25/2019	102907	1	01-0740-0-5300-103-1110-1000-019-205	NN F			9,118.00
			TOTAL PAYMENT AMOUNT	9,118.00 *				9,118.00
019504/00	B & H PHOTO-VIDEO							
CL-190127	07/25/2019	158354231	01-0000-0-4300-115-0000-7700-007-000	NN F				618.74
			TOTAL PAYMENT AMOUNT	618.74 *				618.74
015121/00	B.J. FLOORING INC							
17 PO-200020	07/25/2019	2009612	1	01-8150-0-5800-106-9223-8110-007-000	NN F			21,290.00
			TOTAL PAYMENT AMOUNT	21,290.00 *				21,290.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP	T9MPS	Liq Amt	Net Amount
015718/00	BASIC PACIFIC							
	PV-200002 07/23/2019	JULY 31		01-0000-0-3401-100-1110-1000-000-000	NN			407.72
	PV-200002 07/23/2019	JULY 31		01-0000-0-3402-100-1110-1000-000-000	NN			1,107.26
	PV-200002 07/23/2019	JULY 31		01-0000-0-3701-100-1110-1000-000-000	NN			195.00
			TOTAL PAYMENT AMOUNT		1,709.98 *			1,709.98
010549/00	BEACON ROOFING SUPPLY							
	232 PO-200217 07/25/2019	DD70953		1 01-8150-0-4300-106-0000-8110-007-000	NN F		2,349.65	2,349.65
			TOTAL PAYMENT AMOUNT		2,349.65 *			2,349.65
022282/00	BRIGHT START THERAPIES							
	CL-190026 07/18/2019	CUAH0615.19		01-6500-0-5800-102-5750-1180-019-000	NN F		235.00	235.00
	CL-190123 07/23/2019	CUAH0615.19		01-6500-0-5800-102-5750-1180-019-000	NN P		215.00	215.00
	CL-190123 07/23/2019	CUEH0615.19		01-6500-0-5800-102-5750-1180-019-000	NN F		450.00	450.00
			TOTAL PAYMENT AMOUNT		900.00 *			900.00
010150/00	BURKETTS OFFICE SUPPLIES							
	187 PO-200165 07/25/2019	1403135		1 01-0000-0-4400-105-0000-7200-005-000	NN F		538.73	538.73
	187 PO-200165 07/25/2019	1403135		2 01-0000-0-4300-105-0000-7200-005-000	NN F		73.99	73.52
	188 PO-200166 07/19/2019	1403173-0		1 01-0000-0-4300-101-0000-7150-002-000	NN F		44.13	44.13
	188 PO-200166 07/19/2019	1403173-0		2 01-0000-0-4300-120-0000-7110-000-000	NN F		17.89	17.89
			TOTAL PAYMENT AMOUNT		674.27 *			674.27
018453/00	CANYON CREEK							
	157 PO-200148 07/25/2019	2019-0031		1 01-0740-0-5800-103-1110-1000-019-100	NN F		1,001.00	1,001.00
			TOTAL PAYMENT AMOUNT		1,001.00 *			1,001.00
020305/00	CDW GOVERNMENT INC.							
	116 PO-200108 07/25/2019	TBW3849		1 01-5630-0-5800-601-1421-1000-017-120	NN F		239.04	239.04
			TOTAL PAYMENT AMOUNT		239.04 *			239.04

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
<hr/>									
013928/00	CINTAS LOCATION 622								
135 PO-200122	07/25/2019	4025686140	1	01-0000-0-5800-111-0000-8200-007-000	NN	P		28.31	28.31
135 PO-200122	07/25/2019	4025686149	1	01-0000-0-5800-111-0000-8200-007-000	NN	P		6.12	6.12
135 PO-200122	07/25/2019	4025686210	1	01-0000-0-5800-111-0000-8200-007-000	NN	P		28.01	28.01
135 PO-200122	07/25/2019	4025686231	1	01-0000-0-5800-111-0000-8200-007-000	NN	P		9.99	9.99
135 PO-200122	07/26/2019	4025686237	1	01-0000-0-5800-111-0000-8200-007-000	NN	P		11.20	11.20
135 PO-200122	07/26/2019	4025686262	1	01-0000-0-5800-111-0000-8200-007-000	NN	P		65.31	65.31
135 PO-200122	07/26/2019	4025686275	1	01-0000-0-5800-111-0000-8200-007-000	NN	P		65.56	65.56
135 PO-200122	07/25/2019	4025686415	1	01-0000-0-5800-111-0000-8200-007-000	NN	P		9.99	9.99
			TOTAL PAYMENT AMOUNT					224.49 *	224.49
<hr/>									
015191/00	CONIDARIS, CYNTHIA								
CL-190033	07/25/2019	MILEAGE-JUNE		01-6500-0-5210-102-5060-2110-019-000	NN	F		200.00	97.67
			TOTAL PAYMENT AMOUNT					97.67 *	97.67
<hr/>									
021813/00	CONSOLIDATED COMMUNICATIONS								
83 PO-200074	07/25/2019	916-773-4131/0	1	01-0000-0-5900-106-0000-8110-007-000	NN	P		2,770.36	2,770.36
158 PO-200144	07/25/2019	916-150-1610/0	1	01-0000-0-5930-106-0000-8110-007-000	NN	P		782.17	782.17
			TOTAL PAYMENT AMOUNT					3,552.53 *	3,552.53
<hr/>									
014156/00	COUNTY OF SACRAMENTO								
234 PO-200218	07/25/2019	AR0011959	1	01-0740-0-5800-112-0000-3600-022-302	NN	F		1,716.50	1,716.50
234 PO-200218	07/25/2019	AR0011959	2	01-0000-0-5800-106-0000-8110-007-000	NN	F		1,716.50	1,716.50
			TOTAL PAYMENT AMOUNT					3,433.00 *	3,433.00
<hr/>									
015735/00	COUNTY OF SACRAMENTO								
CL-190129	07/22/2019	19220		01-8150-0-5800-106-0000-8110-007-000	NN	F		25.00	25.00
			TOTAL PAYMENT AMOUNT					25.00 *	25.00
<hr/>									
018951/00	DELL								
114 PO-200106	07/25/2019	10326779158	1	01-5630-0-4400-601-1421-1000-017-120	NN	F		731.65	731.65
114 PO-200106	07/25/2019	10326779158	2	01-5630-0-4300-601-1421-1000-017-120	NN	F		340.47	334.20
			TOTAL PAYMENT AMOUNT					1,065.85 *	1,065.85

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt
								Net Amount
014138/00		DIESEL EMISSIONS SERVICE						
211 PO-200201	07/25/2019	W 3-41349	2	01-0740-0-4300-112-0000-3600-022-302	NN F			21.12
211 PO-200201	07/25/2019	W3-41349	1	01-0740-0-5800-112-0000-3600-022-302	NN F			490.00
TOTAL PAYMENT AMOUNT								511.12 *
011132/00		FEDEX						
254 PO-200226	07/25/2019	1119-5563-8	1	01-0000-0-5920-105-0000-7200-005-000	NN F			30.53
TOTAL PAYMENT AMOUNT								30.53 *
017005/00		FERGUSON ENTERPRISES INC #686						
25 PO-200026	07/25/2019	6776583	1	01-8150-0-4300-106-0000-8110-007-000	NN P			394.53
TOTAL PAYMENT AMOUNT								394.53 *
010408/00		FERRELLGAS						
203 PO-200188	07/25/2019	1107250285	1	01-0740-0-4300-112-0000-3600-022-302	NN P			109.25
TOTAL PAYMENT AMOUNT								109.25 *
010555/00		GENERAL BINDING CORP.						
CL-190043	07/25/2019	2838255	01-0000-0-5600-236-1110-1000-009-000	NN F				980.00
TOTAL PAYMENT AMOUNT								980.00 *
015498/00		HARRIS WELDING						
CL-190120	07/23/2019	01780949	01-8150-0-4300-106-0000-8110-007-000	NN F				87.18
TOTAL PAYMENT AMOUNT								87.18 *
010602/00		HI-LINE ELECTRICAL & MECH						
91 PO-200082	07/25/2019	10715182	1	01-0740-0-4300-112-0000-3600-022-302	NN P			174.25
TOTAL PAYMENT AMOUNT								174.25 *

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt
						Net Amount		
017002/00	HOME DEPOT CREDIT SERVICES							
CL-190046	07/23/2019	6035322503880209		01-8150-0-4300-106-0000-8110-007-000	NN F			3,188.85
22 PO-200024	07/23/2019	JUNE		1 01-8150-0-4300-106-0000-8110-007-000	NN P			370.59
TOTAL PAYMENT AMOUNT								1,021.13 *
019047/00	HOUGHTON MIFFLIN HARCOURT							
108 PO-200100	07/25/2019	710153920		1 01-0000-0-5800-103-1110-1000-019-000	NN F			11,352.50
TOTAL PAYMENT AMOUNT								11,352.50 *
022390/00	HUGHEY, DOUG							
45 PO-200145	07/25/2019	REIME CLADD		1 01-4035-0-5200-103-1110-1000-019-100	NN F			630.00
TOTAL PAYMENT AMOUNT								630.00 *
021789/00	JABBERGYM INC							
CL-190049	07/25/2019	11405		01-6500-0-5800-102-5750-1180-019-000	NN F			23,506.25
TOTAL PAYMENT AMOUNT								380.00 *
017464/00	JENNIFER COOLEY							
CL-190119	07/23/2019	mileage-JUNE		01-6500-0-5800-102-5750-1180-019-000	NY F			40.83
TOTAL PAYMENT AMOUNT								40.83 *
010355/00	KAISER FOUNDATION HEALTH PLAN							
PV-200004	07/24/2019	AUGUST 2019		01-0000-0-3401-100-1110-1000-000-000	NN			108,871.95
PV-200004	07/24/2019	AUGUST 2019		01-0000-0-3402-100-1110-1000-000-000	NN			47,892.56
PV-200004	07/24/2019	AUGUST 2019		01-0000-0-3701-100-1110-1000-000-000	NN			15,978.85
PV-200004	07/24/2019	AUGUST 2019		01-0000-0-3702-100-1110-1000-000-000	NN			5,962.00
TOTAL PAYMENT AMOUNT								178,705.36 *
017219/00	LISTEN INNOVATION INC							
102 PO-200098	07/25/2019	878		1 01-0000-0-5800-103-4760-1000-019-116	NN F			975.00
TOTAL PAYMENT AMOUNT								975.00 *

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
017726/00	LOS ANGELES	FREIGHTLINER							
CL-190027	07/23/2019	XA410013722:01		01-0740-0-4300-112-0000-3600-007-302	NN F			465.46	250.46
TOTAL PAYMENT AMOUNT								250.46 *	250.46
022230/00	MANAGED HEALTH NETWORK								
196 PO-200176	07/25/2019	PRM-040648		1 01-0000-0-3401-100-1110-1000-000-000	NN P			983.06	983.06
196 PO-200176	07/25/2019	PRM-041749		1 01-0000-0-3401-100-1110-1000-000-000	NN P			983.06	983.06
TOTAL PAYMENT AMOUNT								1,966.12 *	1,966.12
019087/00	MCCARTY, MELADEE								
CL-190055	07/23/2019	JUNE INVOICE		01-6500-0-5800-102-5750-1180-019-000	NY F			2,000.00	1,200.00
TOTAL PAYMENT AMOUNT								1,200.00 *	1,200.00
010563/00	MHL ENTERPRISES								
CL-190132	07/25/2019	830 AMENDED		01-9181-0-6290-106-0000-8500-007-621	NY F			1,900.00	1,900.00
CL-190133	07/25/2019	830 T&M		01-9181-0-6290-106-0000-8500-007-621	NY F			1,615.00	1,615.00
TOTAL PAYMENT AMOUNT								3,515.00 *	3,515.00
019828/00	MIRANDA, RYAN								
190 PO-200168	07/25/2019	TRAVEL EXPENSE- LAS VEGAS		1 01-9315-0-5200-601-1110-1000-017-120	NN F			1,498.76	1,498.76
191 PO-200169	07/25/2019	REIMB SUPPLIES		1 01-9315-0-4300-601-1110-1000-017-120	NN F			75.00	75.00
192 PO-200170	07/25/2019	REIMB BOOKS		1 01-3010-0-4200-601-1421-1000-017-120	NN F			85.90	85.90
TOTAL PAYMENT AMOUNT								1,659.66 *	1,659.66
020919/00	NAVIANCE INC								
107 PO-200099	07/25/2019	INV00104210		1 01-0000-0-5800-103-0000-7200-019-000	NN F			2,089.58	2,089.58
TOTAL PAYMENT AMOUNT								2,089.58 *	2,089.58
015787/00	O'REILLY AUTO PARTS								
CL-190058	07/25/2019	1333147		01-0740-0-4300-112-0000-3600-007-302	NN F			3,000.00	725.78
TOTAL PAYMENT AMOUNT								725.78 *	725.78

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount

017576/00	OFFICE DEPOT								
21	PO-200023	07/25/2019	338982180001	1	01-0740-0-4300-112-0000-3600-022-302	NN F		312.88	307.30
21	PO-200023	07/25/2019	338982180001	2	01-0000-0-4300-106-0000-7200-007-000	NN F		51.08	51.08
TOTAL PAYMENT AMOUNT								358.38 *	358.38
016930/00	PEAR DECK INC								
35	PO-200003	07/25/2019	INV-4567	1	01-3010-0-5800-240-1110-1000-011-000	NN F		149.99	149.99
TOTAL PAYMENT AMOUNT								149.99 *	149.99
019700/00	PITNEY BOWES GLOBAL FINANCIAL								
197	PO-200177	07/25/2019	3103266499	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
011345/00	PLACER LEARNING CENTER								
CL-190059	07/25/2019	MAY		01	6500-0-5800-102-5750-1180-019-000	NN P		17,948.82	17,948.82
CL-190059	07/25/2019	JUNE		01	6500-0-5800-102-5750-1180-019-000	NN F		32,051.18	6,927.04
TOTAL PAYMENT AMOUNT								24,875.86 *	24,875.86
014069/00	PLATT ELECTRIC SUPPLY INC								
37	PO-200050	07/25/2019	Y159861	1	01-8150-0-4300-106-0000-8110-007-000	NN P		235.33	235.33
TOTAL PAYMENT AMOUNT								235.33 *	235.33
021194/00	PRUDENTIAL OVERALL SUPPLY INC								
CL-190063	07/23/2019	180341110		01	0740-0-5800-112-0000-3600-007-302	NN F		240.79	59.21
CL-190130	07/25/2019	180336425		01	0740-0-5800-112-0000-3600-007-302	NN F		59.21	59.21
55	PO-200041	07/25/2019	180342237	1	01-0740-0-5800-112-0000-3600-022-302	NN P		59.21	59.21
55	PO-200041	07/25/2019	180342819	1	01-0740-0-5800-112-0000-3600-022-302	NN P		59.21	59.21
TOTAL PAYMENT AMOUNT								236.84 *	236.84
010096/00	RESERVE ACCOUNT								
198	PO-200178	07/25/2019	15072143	1	01-0000-0-5920-105-0000-7200-005-000	NN F		10,000.00	10,000.00
TOTAL PAYMENT AMOUNT								10,000.00 *	10,000.00

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
018529/00	RISO PRODUCTS OF SACRAMENTO								
33	PO-200002	07/25/2019	195710	1	01-0000-0-5600-240-1110-1000-011-000	NN	F	250.00	250.00
				TOTAL PAYMENT AMOUNT				250.00 *	250.00
010627/00	RIVERVIEW INTERNATIONAL TRUCKS								
57	PO-200042	07/25/2019	2967	1	01-0740-0-4300-112-0000-3600-022-302	NN	P	175.74	175.74
				TOTAL PAYMENT AMOUNT				175.74 *	175.74
018970/00	RUA & SON MECHANICAL INC								
210	PO-200200	07/25/2019	302878	1	01-8150-0-5600-106-9585-8110-007-000	NN	F	760.00	760.00
210	PO-200200	07/25/2019	302878	2	01-8150-0-4300-106-9585-8110-007-000	NN	F	91.59	91.59
				TOTAL PAYMENT AMOUNT				851.59 *	851.59
010315/00	SAC CO OFFICE OF ED FIN SVCS								
200	PO-200180	07/25/2019	200034	1	01-0000-0-5800-115-0000-7700-021-000	NN	F	2,000.00	2,000.00
				TOTAL PAYMENT AMOUNT				2,000.00 *	2,000.00
020981/00	SAVE MART SUPERMARKETS								
121	PO-200111	07/25/2019	2581590	1	01-0000-0-4300-101-0000-7150-002-000	NN	P	50.65	50.65
				TOTAL PAYMENT AMOUNT				50.65 *	50.65
010373/00	SCHOOLS INSURANCE AUTHORITY								
CL-190128	07/25/2019	2019UST-BZ.24		01-0740-0-5800-112-0000-3600-007-302	NN	F	85.00	85.00	
				TOTAL PAYMENT AMOUNT				85.00 *	85.00
016043/00	SHELTONS UNLIMITED MECHANICAL	208118193							
179	PO-200173	07/25/2019	19-23394	1	01-8150-0-5800-106-0000-8110-007-000	NN	F	65.00	65.00
179	PO-200173	07/25/2019	1923394	2	01-8150-0-5600-106-0000-8110-007-000	NN	F	720.00	720.00
179	PO-200173	07/25/2019	19-23394	3	01-8150-0-4300-106-0000-8110-007-000	NN	F	812.96	812.96
				TOTAL PAYMENT AMOUNT				1,597.96 *	1,597.96

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount	
020811/00	SHRED-IT USA LLC							
CL-190070	07/23/2019	8127299549	01-0000-0-5800-472-0000-2700-014-000	NN F		24.43	24.43	
CL-190072	07/25/2019	8127572936	01-0000-0-5800-103-0000-7200-019-000	NN F		100.00	52.76	
CL-190073	07/24/2019	8127572936	01-0740-0-5800-601-1110-1000-017-120	NN F		53.00	26.38	
CL-190124	07/23/2019	8127299549	01-0000-0-5800-472-0000-2700-014-000	NN F		15.14	15.14	
TOTAL PAYMENT AMOUNT			118.71 *				118.71	
017265/00	SIERRA SCHOOL AT EASTERN							
CL-190076	07/25/2019	INV82753	01-6500-0-5800-102-5750-1180-019-000	NN F		9,558.05	2,213.68	
TOTAL PAYMENT AMOUNT			2,213.68 *				2,213.68	
018967/00	SPRINT CUSTOMER SERVICE							
63 PO-200044	07/25/2019	811116315-212	1 01-0000-0-5930-472-0000-2700-014-000	NN P		0.41	0.41	
80 PO-200071	07/25/2019	811116315-212	1 01-0000-0-5930-106-0000-8110-007-000	NN P		237.01	237.01	
115 PO-200107	07/25/2019	811116315-212	1 01-0000-0-5930-101-0000-7150-002-000	NN P		56.41	56.41	
199 PO-200179	07/25/2019	811116315-212	1 01-0000-0-5930-115-0000-7700-021-000	NN P		139.16	139.16	
178 PO-200184	07/25/2019	811116315-212	1 01-6387-0-5930-472-1110-1000-019-201	NN P		46.41	46.41	
180 PO-200185	07/25/2019	811116315-212	1 01-0740-0-5930-104-0000-3140-019-128	NN P		0.47	0.47	
181 PO-200186	07/25/2019	811116315-212	1 01-6500-0-5930-102-5060-2110-019-000	NN P		46.41	46.41	
TOTAL PAYMENT AMOUNT			526.28 *				526.28	
014558/00	SPURR							
CL-190077	07/25/2019	100109	01-0000-0-5515-106-0000-8110-007-000	NN F		10,000.00	1,364.31	
TOTAL PAYMENT AMOUNT			1,364.31 *				1,364.31	
020252/00	STAPLES BUSINESS CREDIT							
118 PO-200109	07/25/2019	176076442-0-2	1 01-0740-0-4300-104-0000-3140-019-128	NN F		74.58	74.58	
TOTAL PAYMENT AMOUNT			74.58 *				74.58	
020633/00	STUDIES WEEKLY INC							
20 PO-200047	07/25/2019	264549	1 01-0037-0-4300-103-1110-1000-019-102	NN F		177,852.15	177,852.15	
TOTAL PAYMENT AMOUNT			177,852.15 *				177,852.15	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO P	OBJE SIT	GOAL FUNC RES DEP T9MPS	Liq Amt	Net Amount	
016354/00	SUPERIOR VISION INSURANCE INC							
PV-200003	07/24/2019	AUGUST 2019	01-0000-0-3401-100-1110-1000-000-000	NN			3,614.20	
PV-200003	07/24/2019	AUGUST 2019	01-0000-0-3402-100-1110-1000-000-000	NN			3,315.84	
PV-200003	07/24/2019	AUGUST 2019	01-0000-0-3701-100-1110-1000-000-000	NN			799.60	
PV-200003	07/24/2019	AUGUST 2019	01-0000-0-3702-100-1110-1000-000-000	NN			359.82	
TOTAL PAYMENT AMOUNT			8,089.46 *				8,089.46	
019383/00	SUTTER HEALTH PLUS							
PV-200005	07/24/2019	AUGUST 2019	01-0000-0-3401-100-1110-1000-000-000	NN			31,296.58	
PV-200005	07/24/2019	AUGUST 2019	01-0000-0-3402-100-1110-1000-000-000	NN			31,370.28	
PV-200005	07/24/2019	AUGUST 2019	01-0000-0-3701-100-1110-1000-000-000	NN			616.82	
TOTAL PAYMENT AMOUNT			63,283.68 *				63,283.68	
015908/00	THE PLAYMAKER ORGANIZATION							
CL-190081	07/23/2019	#65	01-0000-0-5800-101-1110-1000-002-000	NY F		3,000.00	1,000.00	
TOTAL PAYMENT AMOUNT			1,000.00 *				1,000.00	
011554/00	TRACTOR SUPPLY CO							
CL-190083	07/23/2019	6035301203476674	01-0000-0-4300-106-0000-8110-007-000	NN F		64.00	64.00	
CL-190084	07/18/2019	6035301203476674	01-0000-0-4300-111-0000-8200-007-000	NN F		20.00	19.99	
CL-190122	07/23/2019	6035301203476674	01-0000-0-4300-106-0000-8110-007-000	NN F		52.43	52.43	
TOTAL PAYMENT AMOUNT			136.42 *				136.42	
019606/00	TRISTAR AUTO CARE INC							
124 PO-200112	07/25/2019	100975	1 01-0740-0-4300-112-0000-3600-022-302	NN P		106.64	106.64	
TOTAL PAYMENT AMOUNT			106.64 *				106.64	
010902/00	U.S. BANK							
2 PO-200007	07/25/2019	4866914555510632	1 01-0000-0-5800-115-0000-7700-021-000	NN F		591.98	591.98	
110 PO-200102	07/25/2019	4866914555510632	1 01-0000-0-5800-101-0000-7150-002-000	NN P		0.99	0.99	
224 PO-200215	07/25/2019	4866914555510632	1 01-0000-0-4300-106-0000-8110-007-000	NN F		51.32	51.32	
TOTAL PAYMENT AMOUNT			644.29 *				644.29	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP	T9MPS	Liq Amt	Net Amount

019041/00	VALLEY TRUCK & TRACTOR CO									
201	PO-200181	07/25/2019	910972	1	01-0740-0-4300-112-0000-3600-022-302	NN	F		357.56	357.56
				TOTAL PAYMENT AMOUNT					357.56	357.56
011088/00	VERDE DESIGN INC									
CL-190102	07/25/2019	7R-1816000		01-9181-0-6215-106-0000-8500-007-621	NN	F			8,431.25	8,431.25
CL-190131	07/25/2019	7R-1816000		01-9181-0-6215-106-0000-8500-007-621	NN	F			62.75	62.75
				TOTAL PAYMENT AMOUNT					8,494.00	8,494.00
016252/00	WALTON ENGINEERING INC									
CL-190118	07/23/2019	130725		01-0740-0-5800-112-0000-3600-007-302	NN	F			697.96	697.96
				TOTAL PAYMENT AMOUNT					697.96	697.96
010552/00	WAXIE SANITARY SUPPLY									
CL-190121	07/23/2019	78205201		01-0000-0-9320-000-0000-0000-000-000	NN	F			54.22	54.22
145	PO-200131	07/25/2019	78413253	1	01-0000-0-9320-000-0000-0000-000-000	NN	P		384.76	384.76
				TOTAL PAYMENT AMOUNT					438.98	438.98
022221/00	WESTERN HEALTH ADVANTAGE									
PV-200007	07/24/2019	AUGUST 2019		01-0000-0-3701-100-1110-1000-000-000	NN					3,343.44
PV-200007	07/24/2019	AUGUST 2019		01-0000-0-3702-100-1110-1000-000-000	NN					1,276.32
				TOTAL PAYMENT AMOUNT					4,619.76	4,619.76
022221/02	WESTERN HEALTH ADVANTAGE									
PV-200006	07/24/2019	AUGUST 2019		01-0000-0-3401-100-1110-1000-000-000	NN					46,153.47
PV-200006	07/24/2019	AUGUST 2019		01-0000-0-3402-100-1110-1000-000-000	NN					37,418.48
				TOTAL PAYMENT AMOUNT					83,571.95	83,571.95
017313/00	XEROX									
149	PO-200134	07/25/2019	239906902	1	01-0000-0-5800-116-0000-7200-007-000	NN	P		36,502.82	36,502.82
151	PO-200136	07/25/2019	238008221	1	01-0000-0-4300-116-0000-7200-007-000	NN	P		3,339.17	3,339.17
153	PO-200137	07/25/2019	230143979	1	01-0000-0-5800-116-0000-7200-007-000	NN	P		727.89	727.89
208	PO-200198	07/25/2019	503375920	1	01-0000-0-5600-116-0000-7200-007-000	NN	P		281.32	281.32
				TOTAL PAYMENT AMOUNT					40,851.20	40,851.20

081 CENTER UNIFIED SCHOOL DISTRICT J21952

ACCOUNTS PAYABLE PRELIST
 BATCH: 0002 07-23-9
 FUND : 01 GENERAL FUND

APY500 L.00.13 07/25/19 10:13 PAGE 13
 << Open >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount
TOTAL FUND			PAYMENT	704,289.47 **			704,289.47		

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount

011602/00	DANIELSEN CO., THE								
146 PO-200132	07/25/2019	200443	1	13-5310-0-4700-108-0000-3700-020-000	N	P		3,659.63	3,659.63
146 PO-200132	07/25/2019	200443	2	13-5310-0-4300-108-0000-3700-020-000	N	P		760.35	760.35
TOTAL PAYMENT AMOUNT				4,419.98	*				4,419.98
015730/00	EMS LINQ INC								
154 PO-200142	07/25/2019	37303	1	13-5310-0-5800-108-0000-3700-020-000	NN	F		995.00	995.00
TOTAL PAYMENT AMOUNT				995.00	*				995.00
022364/00	HEARTLAND								
206 PO-200190	07/25/2019	323002	1	13-5310-0-5300-108-0000-3700-020-000	NN	F		16.20	16.20
TOTAL PAYMENT AMOUNT				16.20	*				16.20
016279/00	P&R PAPER SUPPLY								
152 PO-200141	07/25/2019	30265640-00	1	13-5310-0-4300-108-0000-3700-020-000	NN	P		2,167.61	2,167.61
TOTAL PAYMENT AMOUNT				2,167.61	*				2,167.61
021194/00	PRUDENTIAL OVERALL SUPPLY INC								
CL-190064	07/23/2019	180340546	13-5310-0-5800-108-0000-3700-007-000	NN	F			442.22	57.78
168 PO-200155	07/25/2019	180341673	1	13-5310-0-5800-108-0000-3700-020-000	NN	P		57.78	57.78
TOTAL PAYMENT AMOUNT				115.56	*				115.56
016043/00	SHELTONS UNLIMITED MECHANICAL								
156 PO-200143	07/25/2019	19-07NUTRI	1	13-5310-0-5600-108-0000-3700-020-000	NN	P		2,040.00	2,040.00
TOTAL PAYMENT AMOUNT				2,040.00	*				2,040.00
018967/00	SPRINT CUSTOMER SERVICE								
170 PO-200157	07/25/2019	811116315-212	1	13-5310-0-5930-108-0000-3700-020-000	NN	P		5.79	5.79
TOTAL PAYMENT AMOUNT				5.79	*				5.79

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef	
Reg Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt	Net Amount

020252/00	STAPLES BUSINESS CREDIT								
99	PO-200146	07/25/2019	176226620-0-1	1	13-5310-0-4300-108-0000-3700-020-000	NN	F	722.39	722.39
				TOTAL PAYMENT AMOUNT				722.39 *	722.39
011422/00	SYSCO OF SAN FRANCISCO								
148	PO-200140	07/25/2019	231370191	1	13-5310-0-4700-108-0000-3700-020-000	NN	P	4,410.61	4,410.61
148	PO-200140	07/25/2019	231370191	2	13-5310-0-4300-108-0000-3700-020-000	NN	P	1,253.68	1,253.68
148	PO-200140	07/25/2019	231286674	2	13-5310-0-4300-108-0000-3700-020-000	NN	M	-17.57	-17.57
				TOTAL PAYMENT AMOUNT				5,646.72 *	5,646.72
017313/00	XEROX								
209	PO-200199	07/25/2019	097450448	1	13-5310-0-4300-108-0000-3700-020-000	NN	P	12.73	12.73
				TOTAL PAYMENT AMOUNT				12.73 *	12.73
TOTAL FUND				PAYMENT		16,141.98 **		16,141.98	

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference	Date	Description	FD RESO	P OBJE	SIT GOAL	FUNC RES	DEP T9MPS	Liq Amt
								Net Amount
019750/00	CAPITAL PROGRAM MGMT INC							
CL-190126	07/23/2019	#36						
			21-0000-0-5800-106-9175-8100-007-000	NN	F			13,888.00
			TOTAL PAYMENT AMOUNT					13,888.00
019627/00	NACHT & LEWIS ARCHITECTS							
CL-190125	07/23/2019	00013						
			21-0000-0-6215-106-0000-8500-007-610	NN	F			31,028.91
			TOTAL PAYMENT AMOUNT					31,028.91
			TOTAL FUND	PAYMENT				44,916.91
								44,916.91
			TOTAL BATCH PAYMENT					765,348.36
								765,348.36
			TOTAL DISTRICT PAYMENT					765,348.36
								765,348.36
			TOTAL FOR ALL DISTRICTS:					765,348.36
								765,348.36

Number of checks to be printed: 92, not counting voids due to stub overflows.

Center Joint Unified School District

		AGENDA REQUEST FOR:
Dept./Site:	Maintenance & Operations	Action Item <u> X </u>
To:	Board of Trustees	Information Item <u> </u>
Date:	August 21, 2019	# Attached Pages <u> 2 </u>
From:	Craig Deason, Asst. Superintendent	
Principal/Administrator Initials:		<u> CD </u>

SUBJECT: RESOLUTION OF THE BOARD OF TRUSTEES OF THE CENTER JOINT UNIFIED SCHOOL DISTRICT ACKNOWLEDGING THE STATE ALLOCATION BOARD'S "APPLICATIONS RECEIVED BEYOND BOND AUTHORITY LIST", AND AUTHORIZING THE SUPERINTENDENT TO SUBMIT PROJECT FUNDING REQUEST APPLICATIONS FOR THE CENTER HIGH SCHOOL MODERNIZATION PROJECT

The District intends to submit funding applications to the State of California for the Center High School Modernization project as eligible. The Office of Public School Construction (OPSC) has received requests for funding that exceed available bond authority for the School Facility Program (SFP) Modernization Program. All school districts that choose to submit a modernization funding application must also submit a school board resolution pursuant to SFP Regulation Section 1859.95.1(b).

Application packages that include all required documentation are identified as Approved Applications. Approved Applications will then be placed on the "Applications Received Beyond Bond Authority List" in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. In order for a project to qualify for this waiting list for state funds, the governing board of the district is required to adopt a resolution acknowledging the "Applications Received Beyond Bond Authority List".

The attached resolution acknowledges that SFP bond authority is currently exhausted for the funds being requested and that the State is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding.

RECOMMENDATION: The CIUSD Board of Trustees approve Resolution #3/2019-20 Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for the Center High School Modernization Project.

RESOLUTION NO. 03/2019-20

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CENTER JOINT UNIFIED SCHOOL DISTRICT ACKNOWLEDGING THE STATE ALLOCATION BOARD'S "APPLICATIONS RECEIVED BEYOND BOND AUTHORITY LIST", AND AUTHORIZING THE SUPERINTENDENT TO SUBMIT PROJECT FUNDING REQUEST APPLICATIONS FOR THE CENTER HIGH SCHOOL MODERNIZATION PROJECT

WHEREAS, the Board of Education ("School Board") has determined that school facilities within the Center Joint Unified School District (the "District"), within Sacramento County need to be modernized; and

WHEREAS, the Center High School project located at 3111 Center Court Lane, Antelope, CA, includes campus wide modernization improvements; and

WHEREAS, the Center Joint Unified School District intends to submit funding applications to the State of California for the Center High School Project as eligible; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

WHEREAS, pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Center Joint Unified School District hereby acknowledges the following:

(1) the Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.

(2) the Board acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding.

(3) the Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the applications being submitted.

(4) the Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's Approved Applications may be returned.

(5) the Board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities.

(6) the Board acknowledges that, if bond authority becomes available for the SAB to provide funding for the submitted applications, the School District must apply for financial hardship status.

BE IT FURTHER RESOLVED, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the Center High School Project funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage;
and

BE IT FURTHER RESOLVED, that the District's Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Center Joint Unified School District on this _____ day of _____ 2019, by the following vote:

Board of Trustees:	Ayes:	Nays:	Abstentions:	Absences:
President Hunt:				
Clerk Wilson:				
Trustee Anderson:				
Trustee J'Beily:				
Trustee Pope:				

Jeremy Hunt
President of the Board of Trustees
Center Joint Unified School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Center Joint Unified School District at a public meeting of said Board held on _____, 2019.

Donald Wilson
Clerk of the Board of Trustees
Center Joint Unified School District

Center Joint Unified School District

		AGENDA REQUEST FOR:
Dept./Site:	Maintenance & Operations	Action Item <u> X </u>
To:	Board of Trustees	Information Item <u> </u>
Date:	August 21, 2019	# Attached Pages <u> 2 </u>
From:	Craig Deason, Asst. Superintendent	
Principal/Administrator Initials: <u> CD </u>		

SUBJECT: RESOLUTION OF THE BOARD OF TRUSTEES OF THE CENTER JOINT UNIFIED SCHOOL DISTRICT ACKNOWLEDGING THE STATE ALLOCATION BOARD'S "APPLICATIONS RECEIVED BEYOND BOND AUTHORITY LIST", AND AUTHORIZING THE SUPERINTENDENT TO SUBMIT PROJECT FUNDING REQUEST APPLICATIONS FOR THE OAK HILL ELEMENTARY SCHOOL MODERNIZATION PROJECT

The District intends to submit funding applications to the State of California for the Oak Hill Elementary School Modernization project as eligible. The Office of Public School Construction (OPSC) has received requests for funding that exceed available bond authority for the School Facility Program (SFP) Modernization Program. All school districts that choose to submit a modernization funding application must also submit a school board resolution pursuant to SFP Regulation Section 1859.95.1(b).

Application packages that include all required documentation are identified as Approved Applications. Approved Applications will then be placed on the "Applications Received Beyond Bond Authority List" in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. In order for a project to qualify for this waiting list for state funds, the governing board of the district is required to adopt a resolution acknowledging the "Applications Received Beyond Bond Authority List".

The attached resolution acknowledges that SFP bond authority is currently exhausted for the funds being requested and that the State is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding.

RECOMMENDATION: The CJUSD Board of Trustees approve Resolution #4/2019-20 Acknowledging the State Allocation Board's "Applications Received Beyond Bond Authority List", and Authorizing the Superintendent to Submit Project Funding Request Applications for the Oak Hill Elementary School Modernization Project.

RESOLUTION NO. 04/2019-20

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CENTER JOINT UNIFIED SCHOOL DISTRICT ACKNOWLEDGING THE STATE ALLOCATION BOARD'S "APPLICATIONS RECEIVED BEYOND BOND AUTHORITY LIST", AND AUTHORIZING THE SUPERINTENDENT TO SUBMIT PROJECT FUNDING REQUEST APPLICATIONS FOR THE OAK HILL ELEMENTARY SCHOOL MODERNIZATION PROJECT

WHEREAS, the Board of Education ("School Board") has determined that school facilities within the Center Joint Unified School District (the "District"), within Sacramento County need to be modernized; and

WHEREAS, the Oak Hill Elementary School project located at 3909 North Loop Boulevard, Antelope, CA, includes campus wide modernization improvements; and

WHEREAS, the Center Joint Unified School District intends to submit funding applications to the State of California for the Oak Hill Elementary School Project as eligible; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

WHEREAS, pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Center Joint Unified School District hereby acknowledges the following:

(1) the Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.

(2) the Board acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding.

(3) the Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the applications being submitted.

(4) the Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's Approved Applications may be returned.

(5) the Board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities.

(6) the Board acknowledges that, if bond authority becomes available for the SAB to provide funding for the submitted applications, the School District must apply for financial hardship status.

BE IT FURTHER RESOLVED, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the Oak Hill Elementary School Project funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage;
and

BE IT FURTHER RESOLVED, that the District's Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Center Joint Unified School District on this _____ day of _____ 2019, by the following vote:

Board of Trustees:	Ayes:	Nays:	Abstentions:	Absences:
President Hunt:				
Clerk Wilson:				
Trustee Anderson:				
Trustee J'Beily:				
Trustee Pope:				

Jeremy Hunt
President of the Board of Trustees
Center Joint Unified School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Center Joint Unified School District at a public meeting of said Board held on _____, 2019.

Donald Wilson
Clerk of the Board of Trustees
Center Joint Unified School District

Center Joint Unified School District

AGENDA REQUEST FOR:	
Dept./Site: Facilities & Operations Department	
To: Board of Trustees	Action Item <u>X</u>
Date: August 21, 2019	Information Item _____
From: Craig Deason, Asst. Superintendent	# Attached Pages <u>2</u>
Asst. Superintendent Initials: <u>CD</u>	

<p>SUBJECT: Resolution No. 5/2019-20 – Resolution of Emergency Declaration For Approval of qualified contractor to perform the necessary Repair work</p> <p>The attached Resolution #5/2019-20 grants authorization of the Superintendent and/or his designee to take all necessary action to immediately contract for replacement of the HVAC unit at Center High School Theatre without competitive bidding.</p> <p>RECOMMENDATION: The CJUSD Board of Trustees approve Resolution No. 5/2019-20</p>
--

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 5/2019-20

**EMERGENCY RESOLUTION TO APPROVE ENTERING INTO
CONTRACT TO REPAIR DAMAGED HVAC**

WHEREAS, the HVAC system in the Center High School theater building suddenly failed, leaving the building without heating and cooling resulting in making the building uninhabitable and putting the building at risk for additional damage resulting from the inability to control the building's temperature.

WHEREAS, immediate action needs to be taken to repair and/or replace the HVAC system in order to mitigate the impairment of safety, life, health, property, or essential public services. (collectively, "Repair Work"), and

WHEREAS, the Repair Work needs to be performed as expeditiously as possible to avoid danger to property and to health and safety of students, faculty and staff; and

WHEREAS, an emergency situation exists in that the Repair Work needs to be performed and such work is necessary to avoid potential health hazards and potential danger to life and/or property; and

WHEREAS, the District will have to contract with a qualified contractor to perform the necessary Repair Work; and

WHEREAS, the District, pursuant to Public Contract Code section 22000 et seq., has elected to become subject to the Uniform Public Construction Cost Accounting Act; and

WHEREAS, pursuant to Public Contract Code section 22050(a)(1), the District, in the case of any emergency and pursuant to a four-fifths vote of its governing Board of Education ("Board"), may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, if the governing Board orders any action specified in Public Contract Code section 22050(a)(1), the governing Board shall review the emergency action at its next regularly scheduled meeting and, except as specified in this Resolution, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. When the governing Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of Education makes the following findings regarding the emergency that exists:

1. That the above recitals are true and correct.
2. That the District's governing Board, pursuant to Public Contract Code sections 20113 and 22050, finds that the damaged HVAC system constitutes an "emergency" as defined by Public Contract Code sections 1102 and 20113.

3. That the District's governing Board hereby finds, based on substantial evidence set forth in the minutes of this meeting, that the dangerous condition of the site will not permit a delay resulting from a competitive solicitation for bids, and that the action set forth in this Resolution is necessary to respond to the emergency.

4. That the District hereby approves a contract with Biondi Paving and Engineering construction in the amount of \$48,450, a copy of which is on file in the District office, for the Repair Work to begin immediately following the adoption of this Resolution.

5. That this Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Center Joint Unified School District this 21th day of August, 2019, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Center Joint Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Education
Center Joint Unified School District

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Facilities & Operations Department

Action Item X

To: Board of Trustees

Information Item _____

Date: August 21, 2019

Attached Pages 18

From: Craig Deason, Asst. Superintendent
Asst. Superintendent Initials: CD

SUBJECT: Agreement between Center Joint Unified School District
and Carrier Commercial Services

The Facilities and Operations Department would like the Board to approve the Agreement to enter into a contract with Carrier Commercial Services, to replace the HVAC unit at Center High School Theatre. The contract amount is SEVENTY-NINE THOUSAND, SIX HUNDRED EIGHT DOLLARS. (\$79,608.00)

RECOMMENDATION: The CJUSD Board of Trustees approve the agreement with Carrier Commercial Services.

AGREEMENT FORM

THIS AGREEMENT ("Agreement" or "Contract"), entered into this 21st day of August, 2019 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 Carrier Commercial Service, hereinafter called the "Contractor".

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Center High School Theater HVAC Replacement ("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 (45) 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.

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 SEVENTY-NINE THOUSAND, SIX HUNDRED EIGHT DOLLARS (\$79,608), 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.** N/A

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 |

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
Payment Bond
Performance Bond
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.

Center Joint Unified School District

CONTRACTOR: Carrier Commercial Service

Typed or Printed Name

Typed or Printed Name

Title:

Title:

Signature

Signature

Dated: _____

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CENTER JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CENTER JOINT UNIFIED SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of

labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By:

SURETY:

By:

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone:

Telephone:

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a Notary
Public in and for said State, 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 as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me
that he/she/they subscribed the name of the _____ (Surety) thereto and his own name
as Attorney-in-Fact on the executed 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.

(SEAL)

Notary Public in and for said State

Commission expires:

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be
attached hereto.

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CENTER JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CENTER JOINT UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety

stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligor to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligor as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligor's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligor of the lowest responsible bidder, arrange for a contract between such bidder and the Obligor and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligor under the Contract and any modifications thereto, less the amount previously paid by the Obligor to the Principal, less any withholdings by the Obligor allowed under the Contract. Obligor shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligor may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligor, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligor and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligor is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligor's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligor and judgment is recovered, the Surety shall pay all costs incurred by the Obligor in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By:

SURETY:

By:

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone:

Telephone:

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, a Notary Public in
and for said State, 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
as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that
he/she/they subscribed the name of the _____ (Surety) thereto and his own name as
Attorney-in-Fact on the executed 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.

(SEAL)

Notary Public in and for said State

Commission expires:

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be
attached hereto.

**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)

(Print)

(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 _____ [Title] of _____ [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 _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

GUARANTEE

Guarantee for _____ We hereby guarantee that the _____, which we have installed in _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one year from the date of the Notice of Completion of the above-mentioned structure by the Center Joint Unified School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the Owner, but not later than ten (10) days after being notified in writing by the Owner or within forty-eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the Owner to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the Owner's enforcement of this Guarantee.

Countersigned

(Proper Name)

(Proper Name)

By:

By:

(Signature of Subcontract or Contractor)

(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name:

Address:

Phone Number:

ATTACHMENT B

Scope of Work

Scope:

Check in with facilities
Lock out and tag out electrical and control circuits
Prepare ductwork and electrical connections for new unit
Provide, deliver and set new 40 ton Packaged Unit
Provide, deliver and set new curb adapter
Provide labor and material to set new unit
Transition ductwork to new supply vents
Earthquake strap new unit
Provide crane to remove existing unit and place and set new unit and curb adapter
Start and perform factory start-up of new equipment.
Clean up job site

Equipment:

40 Ton 48 A Series Carrier packaged unit. Model #: 48A2D040-QG621EE
Differential Dry-bulb ultra low leak economizer
No exhaust
CV Vertical comfort link w/Puron
Low gas heat
Premium efficiency 20 hp
MCHX Cond, Al/Cu Evap
Power modulating exhaust

Standard Warranty (included in base price)
1st year parts and labor warranty

Exclusions/Clarifications:

- Hazardous material abatement, control valves, water treatment, structural or mechanical engineering, structural work, drawings, permits, overtime, cutting, coring, painting, patching, concrete scanning or x-rays, special inspections or associated costs, controls, roofing.
- Anything not mentioned in scope of work
- Modifying existing or providing new pads for equipment is excluded
- All work to be performed during normal business hours

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept/Site: Business Department

Date: 8/21/19

To: Board of Trustees

From: Lisa Coronado *lc*
Director of Fiscal Services

Action Item X

Information Item

Attached Pages 7

SUBJECT:

**Budget Update
For Fiscal Year 2019-20**

Lisa Coronado, Director of Fiscal Services is presenting an update to the Board's adoption of the 2019-20 Budget as a result of the State's final budget adoption.

Included is the Substantiation of Need for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves per Education Code Section 42127(a)(2)(B).

Included is CJUSD's Workers' Compensation Certification.

Center Joint Unified School District
2019-20 Budget 45-Day Revision
As of July 29, 2018
Presented August 21, 2019

At the time the Board adopted the District budget for 2019-20, 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 at Center Joint Unified School District for the 2019-20 fiscal year.

45-Day Revision/Adopted 2019-20 Budget Key Guidance

On June 27, 2019, Governor Gavin Newsom signed an on-time budget. The budget maintains full funding of the Local Control Funding Formula (LCFF), contributions to the Rainy Day Budget Reserve (Prop. 2, 2014), and a first-time deposit to the Public School System Stabilization Account (PSSSA). The large funding priorities in this signed budget are:

- \$1.959 billion in Prop. 98 funding dedicated to the statutory COLA of 3.26%;
- \$2.25 billion non-Prop. 98 funds for debt payments toward CalSTRS liabilities for school employers;
- \$900 million non-Prop. 98 funds for debt payments toward CalPERS liabilities for school employers;
- \$492.7 million for Special Education Early Intervention Preschool Grants; and
- \$152 million toward a base rate adjustment for SELPAs funded below the statewide target rate.

Significant Changes since May Revision

Although no changes were made from the May Revision to the Adopted Budget for Prop. 98 funding level, COLA of 3.26%, or contribution to the PSSSA, there are changes to the following budget priorities:

Pension Contributions: Redistribution of \$3.15 billion in one-time, non-Prop. 98 funding between CalSTRS and CalPERS to partially mitigate rate increases to both plans.

Special Education: The initial proposal to concentrate funds to districts with higher percentage high-needs identification for \$695.6 million in ongoing funding is reduced to \$645.8 million and reallocated to a base rate adjustment for SELPAs below the statewide target rate and for the Special Education Early Intervention Preschool Grants.

Charter School: Reform to prevent families from being wrongfully turned away from the public school of their choice by prohibiting charter schools from discouraging students from enrolling in a charter school or encouraging students to disenroll from a

charter school based on academic performance or student characteristic, such as special education status.

Planning Factors for 2019-20 and MYPs

Key planning factors for LEAs to incorporate into their 2019-20 budgets and MYPs are listed below and are based on the latest information available.

Planning Factor	2019-20	2020-21	2021-22
Statutory COLA	3.26%	3.00%	2.80%
STRS Employer Rates	17.10%	18.40%	18.10%
PERS Employer Rates	19.721%	22.70%	24.60%
Lottery per ADA			
Unrestricted	\$153.00	\$153.00	\$153.00
Prop. 20 Restricted	\$54.00	\$54.00	\$54.00
Mandated Block Grant for Districts			
K-8 per ADA	\$32.18	\$33.15	\$34.08
9-12 per ADA	\$61.94	\$63.80	\$65.59
Mandated Block Grant for Charters			
K-8 per ADA	\$16.86	\$17.37	\$17.86
9-12 per ADA	\$46.87	\$48.28	\$49.63
State Preschool (CSPP) Reimbursement			
Part-Day Daily Rate	\$30.87	\$30.87	\$30.87
Full-Day Daily Rate	\$49.85	\$49.85	\$49.85
General Child Care (CCTR)			
Daily Reimbursement Rate	\$49.54	\$49.54	\$49.54
After-School Education and Safety Program			
Daily Reimbursement Rate	\$8.87	\$8.87	\$8.87
Routine Restricted Maintenance Account	Minimum of 3% of total GF expenditures (based on actual expenditures)		

Pension Contribution Rates

The 2019-20 state budget includes pension relief for public education employers; specifically, a \$3.15 billion non-Prop. 98 General Fund payment on behalf of employers to CalSTRS and the CalPERS Schools Pool. Of this amount, an estimated \$850 million will buy down the employer contribution rates in 2019-20 and 2020-21.

The CalSTRS employer contribution rates will be:

- 17.1% in 2019-20, and
- 18.4% in 2020-21.

The CalPERS Schools Pool employer contribution rates will be:

- 19.721% in 2019-20, and
- 22.7% in 2020-21.

The remaining \$2.3 billion will be paid toward the employers' long-term unfunded liability for both systems. Overall, this payment is expected to save employers \$6.1 billion over the next three decades, with an estimated reduction in the out-year contributions.

Special Education

The budget includes the statutory COLA of 3.26%, which results in a 2019-20 statewide target rate of \$557.27 per ADA (an increase of \$17.59 per ADA). The official 2018-19 statewide target rate is \$539.68 and reflects the 2.71% COLA. The 2018-19 statewide target is calculated after removal of the 2017-18 regionalized services/program specialist funding from the AB 602 calculation, which occurred in the 2018-19 State Budget. The official statewide average program specialist/regionalized services rate for 2018-19 is \$15.97 and is estimated to be \$16.49 for 2019-20 based on the 3.26% COLA.

The budget includes an additional \$152.6 million to increase funding for the lowest funded SELPAs to the 2019-20 AB 602 statewide target rate of \$557.27. There is also \$492.7 million to provide special education early intervention preschool grants to LEAs serving children between the ages of 3 and 5 years, inclusive, with individualized education programs (IEPs), except those enrolled in kindergarten or transitional kindergarten. For 2019-20, the special education early intervention grant amount is estimated at \$9,000 to \$10,000 per eligible pupil. LEAs will not be required to apply for these grant funds.

The increased funding referred to above is ongoing, but continued funding is contingent upon the inclusion of statutory changes in the 2020-21 Budget Act designed to improve the academic outcomes of individuals with exceptional needs. This amount will increase the state maintenance of effort, so funding will continue under special education;

however, the allocation method could change. These statutory changes may include but are not limited to the following:

- An examination of the role of SELPAs in delivering special education services, including increasing accountability and incorporation into the statewide system of support.
- Expansion of inclusive practices to ensure every individual with exceptional needs has access to learn in the least restrictive environment.
- Opportunities for LEAs to receive state and regional support to address disproportionality of special education identification, placement, and discipline, as applicable, and ensure equitable access to services for individuals with exceptional needs.
- A review of existing funding allocations for special education.

Early Childhood Education

The 2019-20 Adopted Budget includes significant new or expanded investments in early childhood education, including proposals held over from the January Governor's budget proposal and the May Revision, as well as proposals emerging from the conference committee process. All but one proposal would have no effect on CJUSD's Budget. The one early child education proposal that could affect CJUSD is:

One-time Funding

- Provides \$300 million in one-time funds for full-day kindergarten facilities, sets the state share of facility grants at 75%, and eliminates the impact of receipt of grant funding on eligibility in the School Facility Program.

Other Grants

Classified School Employees Summer Assistance Program: Provides \$36 million in one-time Prop. 98 General Fund to provide an additional year of funding for this program, which provides a state match for classified employee savings used to provide income during summer months. Amends trailer bill language to allow funds to be available over a three-year period.

Retaining and Supporting Teachers and Administrators: The enacted state budget reflects \$89.8 million in one-time non-Prop. 98 funding to establish the Golden State Teacher Grant program and the intent to adopt trailer bill language that specifies that competitive grant recipients must commit to teach at a school that has a high percentage of teachers holding emergency-type permits. The California Student Aid Commission will administer the program.

An additional \$44.8 million one-time non-Prop. 98 competitive grant is to provide training and resources for classroom educators, including teachers and paraprofessionals, to build capacity around English learners, inclusive practices, social emotional learning, computer science, and restorative practices as well as subject matter competency,

including STEM. Of this amount, \$6.7 million was appropriated to the California Subject Matter Projects.

Finally, the commitment includes \$13.9 million in ongoing federal funds for professional learning opportunities for public K-12 school administrators to provide the knowledge, skills, and competencies necessary to successfully support diverse student populations. The training and resources developed because of this proposal will be provided in alignment with the statewide system of support.

Effect on CJUSD Budget

The following table details changes in the CJUSD Budget related to the Adopted State Budget. Changes in Special Education SELPA funding have not yet been determined.

Center Joint Unified School District 2019-20 45 Day Budget Update

<u>Budget Changes</u>	State May Revise	State Budget Adoption	Change
Revenue:			
Total LCFF Funding	\$ 42,977,312	\$ 43,008,011	\$ 30,699
Lottery, Unrestricted	\$ 609,936	\$ 618,014	\$ 8,078
Lottery, Restricted	\$ 214,083	\$ 218,123	\$ 4,040
Expenditures:			
PERS*	\$ 1,649,820	\$ 1,616,700	\$ (33,120)
STRS**	\$ 3,622,511	3,713,625	\$ 91,114
Change in Unrestricted/Restricted Fund Balance			\$ (15,177)

* PERS changes also reflect updated staffing assignments.

** STRS changes also reflect updated staffing assignments. When compared to the CJUSD Adopted Budget, the STRS On-Behalf calculations have been removed from the 45 Day Update to reflect true costs.

District: Center Joint Unified School District
CDS #:

2019-20 Budget Attachment
73973

Substantiation of Need for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiate the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties..

Combined and Unassigned/Unappropriated Fund Balances (Resources 0000-1999, Objects 9780, 9789 and 9790)			
Form	Fund		2019-20 Adopted Budget
01	General Fund/County School Service Fund	Form 01	\$2,994,422.00
17	Special Reserve Fund for Other Than Capital Outlay Projects	Form 17	\$2,402,252.00
Total Assigned and Unassigned Ending Fund Balances			\$5,396,674.00
	District Standard Reserve Level	Form 01CS Line 10B-4	3%
	Less District Minimum Recommended Reserve for Economic Uncertainties	Form 01CS Line 10B-7	\$1,545,157.00
Remaining Balance to Substantiate Need			\$3,851,517.00
Substantiation of Need for Fund Balances in Excess of Minimum Recommended Reserve for Economic Uncertainties			Amount
Fund	Descriptions		
01	Cover 2020/21 Deficit Spending		\$460,567.00
01	2019/20 Science Curriculum Adoption		\$898,285.00
01	2020/21 Math Curriculum Adoption		\$1,500,000.00
01	District Program Restructuring: CTE Pathways K-12		\$220,086.00
01	Additional 1.5% Reserve		\$772,579.00
	Insert Lines above as needed		
	Total of Substantiated Needs		\$3,851,517.00
	Remaining Unsubstantiated Balance		\$0.00

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(☐) Our district is self-insured for workers' compensation claims as defined in Education Code
Section 42141(a):

Total liabilities actuarially determined:	\$	
Less: Amount of total liabilities reserved in budget:	\$	
Estimated accrued but unfunded liabilities:	\$	0.00

(☒) This school district is self-insured for workers' compensation claims
through a JPA, and offers the following information:
Schools Insurance Authority

(☐) This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Jun 12, 2019

For additional information on this certification, please contact:

Name: Lisa Coronado

Title: Director of Fiscal Services

Telephone: (916) 338-6400

E-mail: coronado@centerusd.org

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item X

To: Board of Trustees

Information Item

Date: August 21, 2019

Attached Pages 5

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials: **SUBJECT: CSBA Nominations for Director-at-Large African American, American Indian, and County**

Nominations will be accepted until Saturday, October 5, 2019. Nominations must be made by a CSBA member board and the nominee must be a board member from a CSBA member district.

RECOMMENDATION:



California School Boards Association

TIME SENSITIVE, REQUIRES BOARD ACTION

DEADLINE Saturday, October 5, 2019

Please deliver to all members of the governing board.

July 31, 2019

MEMORANDUM

TO: All CSBA Member Districts and County Offices of Education
FROM: Dr. Emma Turner, CSBA President
SUBJECT: Call for Nominations for CSBA Directors-at-Large African American, American Indian, and County

Nominations for CSBA Directors-at-Large African American, American Indian, and County are currently being accepted until Saturday, October 5, 2019. Information, including required forms, related to the nomination and election process are available online, please visit www.csba.org. Directors-at-Large play an important role at CSBA, helping shape policy and set organizational direction.

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. (Please note: Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)

The elections will take place at CSBA's Delegate Assembly meeting on Wednesday, December 4, 2019 at the Marriott Marquis San Diego Marina. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference, December 7, 2019.

Nomination forms are due by **Saturday, October 5, 2019** (U.S. Postmark or email nominations@csba.org.)

Candidate Form and two letters of recommendation are due by **Friday, October 11, 2019** (U.S. Postmark or email nominations@csba.org.)

- **Nomination form from a member board:** A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.
- **Candidate Form:** A signed and dated candidate form completed by the nominee.
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Dr. Emma Turner. Recommendation letters may be from:
 - 1) A CSBA member district or county office of education (COE) board - **if letter is signed by the Superintendent, it must state in the letter "on behalf of the board."**
 - 2) An individual board member from a CSBA member district or COE board
 - 3) Another association of school or county office of education board members
- **An optional, one-page résumé** from the nominee.

Please contact CSBA's Executive Office at 800-266-3382 should you have any questions. More information about the Directors-at-Large nomination and election process, as well as required documents, may be found at www.csba.org.

Thank you.

2019



Director-at-Large, African American, American Indian, and County Nomination Form

Nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education who has consented to be nominated. It is the responsibility of the nominating board to obtain permission prior to making the nomination. *(Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)*

The deadline for the nomination form is Saturday, October 5, 2019.

Please submit a separate nomination form for each position nominated.

The governing board of the _____ School District or County Office
Board of Education voted to nominate _____ as a candidate for
(Nominee name)
the following Director-at-Large position:

- ☐ Director-at-Large, African American
- ☐ Director-at-Large, American Indian
- ☐ Director-at-Large, County

The nominee is a member of the _____ School District or County Office Board
of Education, which is a member of CSBA. The nominee has been contacted and given permission to
be nominated.

Signature of the Board Clerk or Board Secretary

Date

Please submit this nomination form by choosing only ONE of the following options:

E-mail: nominations@csba.org – due by 11:59 p.m., no later than Sat. 10/5/19
FAX: Attn: Executive Office – CSBA Pres. – 916.371.3407 no later than Sat. 10/5/19
U.S. Mail: Postmarked by US Postal Service no later than Sat. 10/5/19
Dr. Emma Turner, CSBA President
California School Boards Association
3251 Beacon Blvd. | West Sacramento, CA 95691



Frequently Asked Questions re Election to CSBA's Board of Directors for 2019-2021 Term as a Director-at-Large

How many Directors-at-Large are there? There are 5 Directors-at-Large – African American, American Indian, Asian/Pacific Islander, Hispanic, and County. In addition, there are 4 officers, 21 Regional Directors, the President of the California County Boards of Education (CCBE) who serves a one-year term, and any Director or officer of the National School Boards Association.

Which Director-at-Large positions are up for election? In even-numbered years, the Directors-at-Large, Asian/Pacific Islander and Hispanic are elected. In odd-numbered years, Directors-at-Large, African American, American, and County.

Who can run for Directors-at-Large? Any board member from a CSBA-member district or county office of education board.

Who can nominate the Directors-at-Large? Any district or county office of education whose board is a member of CSBA. However, only county offices of education may nominate a Director-at-Large, County.

Nomination forms are due by **Saturday, October 5, 2019** via U.S. Postal Service postmark or emailed to nominations@csba.org. **Candidate Form and two letters of recommendation** are due by **Friday, October 11, 2019** via U.S. Postal Service postmark or emailed to nominations@csba.org. A completed nomination packet includes:

- **Nomination form from a member board:** A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.
- **Candidate Form:** A signed, and dated candidate form completed by the nominee. An optional, one-page résumé from the nominee may be submitted.
 - 1) **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Dr. Emma Turner. Recommendation letters must be from 1) A CSBA member district or county office of education (COE) board - if letter is signed by the Superintendent, it must state in the letter "on behalf of the board."
 - 2) An individual board member from a CSBA member district or COE board; and
 - 3) 3) Another association of school or county office of education board members

When and where are the elections? Wed., Dec. 4 at CSBA's Delegate Assembly mtg at the Marriott Marquis San Diego.

How long does a Director-at-Large serve on the Board? Directors serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference and Trade Show. Directors may run for re-election if they choose to.

When and Where are the required meetings for CSBA Directors? Each year, there are 5 Board meetings and 2 Delegate Assembly meetings. Board meetings are held over a weekend, except for the meetings in May and late November or early December when meetings are a single day. The meetings in late January/early February, late March/early April, and late September/early October, take place at the CSBA office in West Sacramento. The May meeting takes place at the Sacramento Hyatt the day before the Delegate Assembly meeting. In 2020, the December meeting will take place in Anaheim, the day before the Delegate Assembly meeting.

What do Directors do? Members of the Board of Directors establish the vision, mission and goals for the Association, ensure that Association activities and programs remain focused on those goals and the issues identified in the Policy Platform. The Board of Directors adopt final positions and policies and legislation that are consistent with the Policy Platform. They provide advocacy on behalf of children, public education, local boards and the Association; serve on committees, receive reports and updates on major programs. They also provide two-way communication with Delegate Assembly members and local board members, and support and participate in the Association's activities and events.

In addition, the Board has corporate duties to adopt the Association's budget; adopt and amend the Association's Standing Rules; receive reports on corporate operations; approve the hiring and terms of employment of the CEO & Executive Director, upon recommendation of the Executive Committee; comment annually on the performance, and act on the contract of the CEO & Executive Director, upon recommendation of the Executive Committee; and abide by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy, as adopted by the Board of Directors.

7/2019 - For questions or additional information, please contact CSBA's Executive Office at (800) 266-3382.

S:\EO\Nominations & Elections\BOD\Directors at Large\Odd Number Years\Nom and Elec Year 2019\Directors-at-Large FAQ.docx



I AM RUNNING FOR: _____

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.**

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 X

To: Board of Trustees

Information Item

Date: August 21, 2019

Attached Pages _____

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials: _____

SUBJECT: First Reading: Board Policies/Regulations/Exhibits

Replace BP/AR	0420.4	Charter School Authorization
Replace BP/AR	3250	Transportation Fees
Replace BP	3510	Green School Operations
Replace BP/AR	3511	Energy and Water Management
Replace AR	3514	Environmental Safety
Replace BP	3540	Transportation
Delete AR	3540	Transportation
Replace BP	4119.22/4219.22/4319.22	Dress and Grooming
Replace BP/AR	5131.2	Bullying
Replace BP/AR	5132	Dress and Grooming
Replace BP	6142.6	Visual and Performing Arts Education
Replace BP	6146.1	High School Graduation Requirements

RECOMMENDATION: CJUSD Board of Trustees approve the first reading of presented policies/regulations/exhibits.

CSBA Sample

Board Policy

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420.4(a)

CHARTER SCHOOL AUTHORIZATION

Note: The following **optional** policy may be revised to reflect district practice. Education Code 47600-47616.7 authorize the establishment of a capped number of public charter schools, which are generally exempt from Education Code provisions governing school districts unless otherwise specified in law. To establish a charter school **within the district**, petitioners must submit to the Governing Board for approval a petition which includes all components required by law as described in the accompanying administrative regulation.

~~Charter petitions may also be submitted to other entities under certain circumstances.~~ **Under certain circumstances, charter petitions may also be approved by other governmental entities.** For example, Education Code 47605.5-47605.6 authorize petitioners to submit a petition directly to the County Board of Education when (1) the charter school will serve students for whom the county office of education would otherwise be responsible for providing direct education and related services or (2) the countywide program will provide educational services to a student population that cannot be served as well by a charter school operating in only one district in the county.

In addition, Education Code 47605.8 authorizes petitioners to submit a petition directly to the State Board of Education (SBE) to approve a "statewide benefit charter school" that may operate at multiple sites throughout the state. 5 CCR 11967.6.1 requires the petitioner to provide prior written notice to the board of each district where the petitioner proposes to locate a school site and to notify the board of the date that SBE will meet to consider the petition.

Pursuant to Education Code 47606, a district may petition the Superintendent of Public Instruction and the SBE to convert all its schools to charter schools, provided that 50 percent of the district's teachers sign the petition, the petition contains all specified components, and arrangements are made for alternative attendance of students residing within the district who choose not to attend charter schools.

For further information regarding the submission and review of charter school petitions, see CSBA's publication Charter Schools: A Guide for Governance Teams.

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Note: Education Code 47605 allows for the conversion of an existing public school into a charter school, provided that the school adopts and maintains a policy giving admission preference to students who reside within the former attendance area of that public school. The Board may also ~~create~~ **approve** a start-up charter school. **The signature requirement for petitions differs depending on whether the petition is for the approval of a conversion or start-up charter school; see the accompanying administrative regulation.**

CHARTER SCHOOL AUTHORIZATION (continued)

~~The Board may also act as the governing board for what are known as "dependent" charter schools. Although the term does not appear in law, the SBE includes "dependent" charter schools as a separate category in its inventory of charter schools operating in California. A dependent charter school is subject to the same petition requirements and approval process as an "independent" charter school, which is typically formed by parents/guardians, teachers, community members, or a charter management organization.~~

~~Pursuant to Education Code 47606, a district may petition the Superintendent of Public Instruction and the SBE to convert all its schools to charter schools, provided that 50 percent of the district's teachers sign the petition, the petition contains all specified components, and arrangements are made for alternative attendance of students residing within the district who choose not to attend charter schools.~~

One or more persons may submit a petition for a start-up charter school to be established within the district. **In addition, or for the conversion of an existing district school may be converted to a charter school when deemed beneficial by the district and community.** (Education Code 47605, 47606, 53300)

~~The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)~~

Any petition for a start-up charter school or conversion charter school shall include all components and signatures required by law and shall be submitted to the Board. The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter **proposals petition** with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, ~~he/she also~~ **the Superintendent or designee** may **also** meet with the petitioners to establish workable plans for technical assistance or contracted services which the district may provide to the proposed charter school.

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school. (Education Code 47605)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment Relations Board. (Education Code 47611.5)

CHARTER SCHOOL AUTHORIZATION (continued)

Approval of Petition

Note: Education Code 47605 requires the Board to give preference to charter petitions that demonstrate the capability to provide comprehensive learning experiences to students identified by the petitioner as academically low achieving based on the standards established by the California Department of Education (CDE) pursuant to Education Code 54032, as that section read before July 19, 2006. Prior to its repeal on that date, Education Code 54032 required the CDE to develop standards to identify students as academically low achieving for purposes of allocating Economic Impact Aid funds to school sites. However, the Economic Impact Aid program is no longer funded or administered by CDE.

The Board shall approve the charter petition if doing so is consistent with sound educational practice. In granting charters, the Board shall give preference to ~~schools best able~~ **petitions that demonstrate the capability** to provide comprehensive learning experiences for **students who are identified by the petitioner as** academically low-achieving ~~students according to standards established by the California Department of Education (CDE) under Education Code 54032.~~ (Education Code 47605)

~~The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)~~

~~(cf. 0420.42 - Charter School Renewal)~~

~~(cf. 0420.43 - Charter School Revocation)~~

Note: Pursuant to Education Code 47604.1, as added by SB 126 (Ch. 3, Statutes of 2019), charter schools are subject to the Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 6250-6270), conflict of interest laws (Government Code 1090-1099), and the Political Reform Act (Government Code 81000-91014). Although Education Code 47604.1 is not effective until January 1, 2020, a 2018 Attorney General opinion also concluded that, under current law, those statutes govern all local government agencies including charter schools.

The Board shall ~~ensure~~ **verify** that any approved charter contains adequate processes and measures for holding the school accountable for **complying with applicable law, including Education Code 47604.1, and for** fulfilling the terms of its charter. These shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, including student outcomes aligned with state priorities as described in Education Code 52060, and regular reports to the Board.

~~(cf. 0420.41 - Charter School Oversight)~~

Note: The following **optional** paragraph may be revised to reflect district practice. Although not required by law, CSBA's publication Charter Schools: A Guide for Governance Teams recommends one or more memoranda of understanding (MOUs) to address matters that are related to the charter petition but are not included in the petition, and to establish expectations for which the charter school can be held accountable. CSBA's manual provides examples of issues pertaining to business operations, administrative and support services, special education, and student assessment that might be addressed in an MOU.

CHARTER SCHOOL AUTHORIZATION (continued)

A sample MOU between SBE and a state-approved charter school, available on CDE's web site, may be adapted for use by districts.

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

(cf. 0420.42 - Charter School Renewal)

(cf. 0420.43 - Charter School Revocation)

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the **California Department of Education CDE**, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

The Board shall deny any charter petition that:

Note: Education Code 47604, as amended by AB 406 (Ch. 291, Statutes of 2018), prohibits a petition submitted on or after July 1, 2019 from providing for the operation of a charter school as or by a for-profit corporation or organization. Also see BP 0420.42 - Charter School Renewal.

- 1. Proposes to operate a charter school as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)**

~~Note: Education Code 47605 provides that a district cannot approve a charter school serving students in a grade level not offered by the district unless the charter school also serves all the grade levels offered by the district. Thus, an elementary district cannot approve a charter for a high school, but may approve a charter for a K-12 school since it includes all grade levels served by the district.~~

- ~~2. The Board shall deny any petition to a~~**Authorizes the conversion of a private school to a charter school- (Education Code 47602)**

Note: Education Code 47605 provides that a district the Board cannot approve a charter school serving students in a grade level not offered by the district unless the charter school also serves all the grade levels offered by the district. Thus, an elementary district cannot approve a charter for a high school, but may approve a charter for a K-12 school since it includes all grade levels served by the district.

CHARTER SCHOOL AUTHORIZATION (continued)

3. ~~The Board shall also deny any petition for a charter that p~~Proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47602, 47605)

Note: Pursuant to Education Code 47605, a charter petition can be denied only if certain factual findings are made, as specified in items #1-6 below. ~~AB 1360 (Ch. 760, Statutes of 2017) amended Education Code 47605 to add that a petition may be denied if the petition does not include a declaration as to whether or not the charter school will be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining, as provided in item #6 below.~~ 5 CCR 11967.5.1, which contains criteria that the SBE must consider in reviewing for SBE's review of charter petitions, which may be useful to the district in determining how it might evaluate whether a petition meets the conditions specified in items #1-6 below.

Any other charter petition shall be denied only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

(cf. 0430 - Comprehensive Local Plan for Special Education)

If the Board denies a petition, the petitioners may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to the SBE. (Education Code 47605)

CHARTER SCHOOL AUTHORIZATION (continued)

Legal Reference:

EDUCATION CODE

200 *Equal rights and opportunities in state educational institutions*
220 *Nondiscrimination*
17078.52-17078.66 *Charter schools facility funding; state bond proceeds*
17280-17317 *Field Act*
17365-17374 *Field Act, fitness for occupancy*
32282 *Comprehensive safety plan*
33126 *School Accountability Report Card*
41365 *Charter school revolving loan fund*
42238.51-42238.2 *Funding for charter districts*
44237 *Criminal record summary*
44830.1 *Certificated employees, conviction of a violent or serious felony*
45122.1 *Classified employees, conviction of a violent or serious felony*
46201 *Instructional minutes*
47600-47616.7 *Charter Schools Act of 1992*
47640-47647 *Special education funding for charter schools*
47650-47652 *Funding of charter schools*
49011 *Student fees*
51745-51749.6 *Independent study*
52052 *Accountability: numerically significant student subgroups*
52060-52077 *Local control and accountability plan*
56026 *Special education*
56145-56146 *Special education services in charter schools*

CORPORATIONS CODE

5110-6910 *Nonprofit public benefit corporations*

GOVERNMENT CODE

1090-1099 *Prohibitions applicable to specified officers*
3540-3549.3 *Educational Employment Relations Act*
6250-6270 *California Public Records Act*
54950-54963 *Ralph M. Brown Act*
81000-91014 *Political Reform Act of 1974*

CODE OF REGULATIONS, TITLE 5

11700.1-11705 *Independent study*
11960-11968.5.5 *Charter schools*

CODE OF REGULATIONS, TITLE 24

~~Part 2 *California Building Standards Code*~~

UNITED STATES CODE, TITLE 20

7223-7225 *Charter schools*

COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

Opinion No. 11-201 (2018)

89 *Ops.Cal.Atty.Gen.* 166 (2006)

80 *Ops.Cal.Atty.Gen.* 52 (1997)

78 *Ops.Cal.Atty.Gen.* 297 (1995)

CHARTER SCHOOL AUTHORIZATION (continued)

Management Resources:

CSBA PUBLICATIONS

Uncharted Waters: Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools, September 2018

Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016

Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016

Charter Schools: A Guide for Governance Teams, rev. February 2016

~~**Charter School Facilities and Proposition 39: Legal Implications for School Districts, 2005**~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

~~**Charter School Authorization: Guidance and Technical Assistance for Prospective Charter School Authorizers, Webinar 2014**~~

U.S. DEPARTMENT OF EDUCATION GUIDANCE PUBLICATIONS

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016

Charter Schools Program: Title V, Part B of the ESEA, Nonregulatory Guidance, January 2014

Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation in Elementary and Secondary Schools, December 2011

~~**Applying Federal Civil Rights Laws to Public Charter Schools: Questions and Answers, May 2000**~~

WEB SITES

CSBA: <http://www.csba.org>

California Charter Schools Association: <http://www.ealcharters.orgccsa.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

U.S. Department of Education: <http://www.ed.gov>

(3/12 12/17) 5/19

Center Unified SD

Board Policy

Charter School Authorization

BP 0420.4

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board recognizes that charter schools may assist the district in offering diverse learning opportunities for students. In considering any petition to establish a charter school within the district, the Board shall give thoughtful consideration to the potential of the charter school to provide students with a high-quality education that enables them to achieve to their fullest potential.

One or more persons may submit a petition for a start-up charter school to be established within the district. In addition, an existing district school may be converted to a charter school when deemed beneficial by the district and community. (Education Code 47605, 47606, 53300)

The district shall not require any district student to attend the charter school nor shall it require any district employee to work at the charter school. (Education Code 47605)

Any petition for a start-up charter school or conversion charter school shall include all components and signatures required by law and shall be submitted to the Board. The Superintendent or designee shall consult with legal counsel, as appropriate, regarding compliance of the charter proposals with legal requirements.

The Superintendent or designee may work with charter school petitioners prior to the formal submission of the petition in order to ensure compliance of the petition with legal requirements. As needed, he/she also may meet with the petitioners to establish workable plans for technical assistance or contracted services which the district may provide to the proposed charter school.

Within 30 days of receiving a petition to establish a charter school, the Board shall hold a public hearing to determine the level of support for the petition by teachers, other employees of the district, and parents/guardians. (Education Code 47605)

(cf. 9320 - Meetings and Notices)

Within 60 days of receiving a petition, or within 90 days with mutual consent of the petitioners and the Board, the Board shall either approve or deny the request to establish the charter school. (Education Code 47605)

The approval or denial of a charter petition shall not be controlled by collective bargaining agreements nor subject to review or regulation by the Public Employment

Relations Board. (Education Code 47611.5)

Approval of Petition

The Board shall approve the charter petition if doing so is consistent with sound educational practice. In granting charters, the Board shall give preference to schools best able to provide comprehensive learning experiences for academically low-achieving students according to standards established by the California Department of Education (CDE) under Education Code 54032. (Education Code 47605)

The Board may initially grant a charter for a specified term not to exceed five years. (Education Code 47607)

(cf. 0420.42 - Charter School Renewal)

(cf. 0420.43 - Charter School Revocation)

The Board shall ensure that any approved charter contains adequate processes and measures for holding the school accountable for fulfilling the terms of its charter. These shall include, but are not limited to, fiscal accountability systems, multiple measures for evaluating the educational program, including student outcomes aligned with state priorities as described in Education Code 52060, and regular reports to the Board.

(cf. 0420.41 - Charter School Oversight)

The Board may approve one or more memoranda of understanding to clarify the financial and operational agreements between the district and the charter school. Any such memorandum of understanding shall be annually reviewed by the Board and charter school governing body and amended as necessary.

It shall be the responsibility of the petitioners to provide written notice of the Board's approval and a copy of the charter to the County Superintendent of Schools, the CDE, and the State Board of Education (SBE). (Education Code 47605)

Denial of Petition

The Board shall deny any petition to authorize the conversion of a private school to a charter school. The Board shall also deny any petition for a charter that proposes to serve students in a grade level that is not served by the district, unless the petition proposes to serve students in all the grade levels served by the district. (Education Code 47602, 47605)

Any other charter petition shall be denied only if the Board makes written factual findings specific to the petition that one or more of the following conditions exist: (Education Code 47605)

1. The charter school presents an unsound educational program for the students to be

enrolled in the charter school.

2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain the number of signatures required.
4. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
5. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
6. The petition does not contain a declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining pursuant to Government Code 3540-3549.3.

The Board shall not deny a petition based on the actual or potential costs of serving students with disabilities, nor shall it deny a petition solely because the charter school might enroll students with disabilities who reside outside the special education local plan area in which the district participates. (Education Code 47605.7, 47647)

(cf. 0430 - Comprehensive Local Plan for Special Education)

If the Board denies a petition, the petitioners may choose to submit the petition to the County Board of Education and, if then denied by the County Board, to the SBE. (Education Code 47605)

Legal Reference:

EDUCATION CODE

200 Equal rights and opportunities in state educational institutions

220 Nondiscrimination

17078.52-17078.66 Charter schools facility funding; state bond proceeds

17280-17317 Field Act

17365-17374 Field Act, fitness for occupancy

33126 School Accountability Report Card

41365 Charter school revolving loan fund

42238.51-42238.2 Funding for charter districts

44237 Criminal record summary

44830.1 Certificated employees, conviction of a violent or serious felony

45122.1 Classified employees, conviction of a violent or serious felony

46201 Instructional minutes

47600-47616.7 Charter Schools Act of 1992

47640-47647 Special education funding for charter schools

47650-47652 Funding of charter schools
49011 Student fees
51745-51749.6 Independent study
52052 Numerically significant student subgroup, definition
52060-52077 Local control and accountability plan
56026 Special education
56145-56146 Special education services in charter schools
CORPORATIONS CODE
5110-6910 Nonprofit public benefit corporations

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

CODE OF REGULATIONS, TITLE 5

11700.1-11705 Independent study

11960-11968.5.5 Charter schools

CODE OF REGULATIONS, TITLE 24

Part 2 California Building Standards Code

UNITED STATES CODE, TITLE 20

7223-7225 Charter schools

COURT DECISIONS

Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130

Cal.App.4th 986

ATTORNEY GENERAL OPINIONS

89 Ops.Cal.Atty.Gen. 166 (2006)

80 Ops.Cal.Atty.Gen. 52 (1997)

78 Ops.Cal.Atty.Gen. 297 (1995)

Management Resources:

CSBA PUBLICATIONS

Charter Schools in Focus, Issue 2: Ensuring Effective Oversight, Governance Brief, October 2017

Charter Schools in Focus, Issue 1: Managing the Petition Review Process, Governance Brief, November 2016

Charter Schools and Board Member Responsibilities, Education Insights Legal Update Webcast, March 2016

Charter Schools: A Guide for Governance Teams, rev. February 2016

Charter School Facilities and Proposition 39: Legal Implications for School Districts, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample Copy of a Memorandum of Understanding

Charter School Authorization: Guidance and Technical Assistance for Prospective Charter School Authorizers, Webinar 2014

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Dear Colleague Letter: Guidance Regarding the Oversight of Charter Schools Program and Regulatory Requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, August 2016

Charter Schools Program, January 2014

Guidance on the Voluntary Use of Race to Achieve Diversity and Avoid Racial Isolation
in Elementary and Secondary Schools, December 2011

Applying Federal Civil Rights Laws to Public Charter Schools: Questions and Answers,
May 2000

WEB SITES

CSBA: <http://www.csba.org>

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.qualitycharters.org>

U.S. Department of Education: <http://www.ed.gov>

Policy CENTER UNIFIED SCHOOL DISTRICT
adopted: February 21, 2018 Antelope, California

CSBA Sample Administrative Regulation

Philosophy, Goals, Objectives, and Comprehensive Plans

AR 0420.4(a)

CHARTER SCHOOL AUTHORIZATION

Note: The following administrative regulation is optional .
--

Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Probationary/Permanent Status)

~~In circulating a petition, the petitioners~~ Any petition circulated to collect signatures shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having ~~his/her~~ a child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

Advisory Committee

Note: The following optional section may be revised to reflect district practice. CSBA's publication <u>Charter Schools: A Guide for Governance Teams</u> suggests that a petition review team is one method that a district may use to obtain input on proposed charters. Such a committee might include representatives of the district's human resources, fiscal services, risk management, student services, curriculum, special education, facilities, and other departments.

~~At his/her discretion,~~ The Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

CHARTER SCHOOL AUTHORIZATION (continued)

(cf. 2230 - Representative and Deliberative Groups)

Components of Charter Petition

Note: CSBA's publication Charter Schools: A Guide for Governance Teams recommends specific content that would constitute a reasonably comprehensive description of each component listed in items #1-16 below, as well as ~~recommendations for~~ additional content that ~~is not may be requested, but not required; but~~ **may be requested** of the petitioners (e.g., school calendar, transportation arrangements, a sample of the curriculum and instructional materials).

The charter petition shall include affirmations that the charter school will be nonsectarian in its programs, admission policies, employment practices, and operations; **will** not charge tuition; and **will** not discriminate against a student on the basis of characteristics listed in Education Code 220. ~~It~~ **The petition** shall also contain reasonably comprehensive descriptions of: (Education Code 47605, ~~47611.5~~)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

Note: Education Code 47605 requires the charter petition to include annual goals for all students and for each numerically significant subgroup of students, ~~as defined~~, and specific actions to achieve those goals as described in Education Code 52060. Pursuant to Education Code 52052, a numerically significant subgroups includes ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup (or at least 15 foster youth or homeless students) in the school. ~~For schools with 11-99 students, numerically significant student subgroups are defined by the Superintendent of Public Instruction with approval by the State Board of Education (SBE).~~

Education Code 47605 requires that these annual goals be aligned with eight state priorities related to (1) the degree to which teachers are appropriately assigned and fully credentialed, students have sufficient access to standards-based instructional materials, and facilities are maintained in good repair; (2) implementation of and student access to state academic content and performance standards; (3) parent/guardian involvement **and family engagement**; (4) student achievement; (5) student engagement; (6) school climate; (7) student access to and enrollment in a broad course of study, including programs and services provided to benefit low-income students, English learners, and/or foster youth (i.e., "unduplicated students" for purposes of the local control funding formula); and (8) student outcomes in the specified course of study. See BP/AR 0460 - Local Control and Accountability Plan.

~~Unlike districts, charter schools are exempt from the requirements to solicit public comment, hold public hearings, and have their plans approved by the county office of education.~~

The petition shall include a description of **the charter school's** annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically

CHARTER SCHOOL AUTHORIZATION (continued)

disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

If the proposed **charter** school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

Note: Education Code 47605 requires that the petition identify student outcomes that the charter school intends to use, including those that address increases in student achievement both schoolwide and for all groups of students served by the charter school, ~~as defined in Education Code 47607~~. Education Code 47607 defines "all groups of students served by the charter school" to mean all numerically significant subgroups of students ~~served by the charter school~~, as defined in Education Code 52052, served by the charter school.

2. The measurable student outcomes identified for use by the charter school. *Student outcomes* means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served or the nature of the program operated by the charter school.
3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the **charter** school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.

CHARTER SCHOOL AUTHORIZATION (continued)

5. The qualifications to be met by individuals to be employed by the **charter** school.

Note: AB 1747 (Ch. 806, Statutes of 2018) amended Education Code 47605 to add a requirement that the charter petition include provisions for the development and annual update of a school safety plan.

6. The procedures that the **charter** school will follow to ensure the health and safety of students and staff, including the **following** requirements ~~that~~:
- a. **Eeach charter school employee shall furnish the school with a criminal record summary as described in Education Code 44237.**
 - b. **The charter school shall develop a school safety plan which includes the topics listed in Education Code 32282(a)(2)(A)-(H) and procedures for conducting tactical responses to criminal incidents.**
 - c. **The charter school's safety plan shall be reviewed and updated by March 1 each year.**
7. The means by which the **charter** school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.

Note: Pursuant to Education Code 47605, when the number of students who wish to attend the charter school exceeds the school's capacity, attendance must be determined by a public random drawing, with admission preference extending to students who currently attend the charter school and students who reside in the district. ~~As amended by AB 1360 (Ch. 760, Statutes of 2017), Education Code 47605 provides that admission preferences may also include, but are not limited to, siblings of students admitted or attending the charter school and children of the school's teachers, staff, and founders identified in the initial charter. Education Code 47605, as amended, requires that the priority order for preference be determined in the charter petition as provided below.~~

8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(d), specify procedures for determining enrollment when the number of applicants exceeds the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to **Governing** Board approval.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.

Note: Education Code 47605, as amended by AB 1360 (Ch. 760, Statutes of 2017), requires the petition to contain a comprehensive description of procedures by which a student can be suspended, expelled, or otherwise removed from the school, including how the school will comply with specified federal and state constitutional due process requirements.

CHARTER SCHOOL AUTHORIZATION (continued)

10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605(b). Such procedures shall also include processes by which the charter school will notify the superintendent of a district and request to be notified by a district about a student when the circumstances specified in Education Code 47605(d) exist.
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve disputes relating to charter provisions.

Note: Education Code 47605 requires charter petitions to contain the declaration specified in item #15 below regarding responsibilities for collective bargaining. If the charter school is not deemed the public school employer for purposes of collective bargaining under Government Code 3540-3549.3, the district where the charter school is located shall be deemed the public school employer for these purposes, pursuant to Education Code 47611.5. Education Code 47611.5 further provides that, if the charter does not specify that the charter school shall comply with laws and regulations governing tenure or a merit or civil service system, the scope of representation for that charter school shall also include discipline and dismissal of charter school employees.

15. A declaration as to whether or not the charter school ~~shall~~ **will** be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

Note: Education Code 47605 and 5 CCR 11962 require the charter petition to include procedures to be used in the event that the charter school closes for any reason, as provided in item #16 below. Duties of the district pertaining to charter school closures include notification requirements pursuant to Education Code 47604.32 and 5 CCR 11962.1; see BP 0420.41 - Charter School Oversight.

16. **Consistent with 5 CCR 11962, the** The procedures to be used if the charter school closes, including, but not limited to: ~~(5 CCR 11962)~~

- a. Designation of a responsible entity to conduct closure-related activities

CHARTER SCHOOL AUTHORIZATION (continued)

- b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the **charter** school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
 - (1) The effective date of the closure
 - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
 - (3) The students' districts of residence
 - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
- c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
- d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
- e. Transfer and maintenance of personnel records in accordance with applicable law
- f. Completion of an independent final audit within six months after the closure of the **charter** school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school
- g. Disposal of any net assets remaining after all liabilities of the **charter** school have been paid or otherwise addressed pursuant to 5 CCR 11962
- h. Completion and filing of any annual reports required pursuant to Education Code 47604.33
- i. Identification of funding for the activities identified in item #16a-h above

CHARTER SCHOOL AUTHORIZATION (continued)

Note: Education Code 47605 requires that petitioners provide to the Governing Board the information listed in items #1-4 below. The Board may require additional information.

As outlined in CSBA's publication Charter Schools: A Guide for Governance Teams, some districts request a school calendar, information regarding transportation arrangements, staff development plans, assurances that the school will provide appropriate services for English language learners and students with disabilities, or any other information that will assist the Board in understanding the proposal. Districts that wish to require additional information in the charter may list those items below.

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

Note: Education Code 47605 requires that information on school facilities, listed in item #1 below, must specify where the school intends to locate. Unless otherwise exempted, the school must be located within the geographic boundaries of the chartering district; see section "Location of Charter School" below.

1. The facilities to be used by the **charter** school, including where the school intends to locate

(cf. 7160 - *Charter School Facilities*)
2. The manner in which administrative services of the **charter** school are to be provided
3. Potential civil liability effects, if any, upon the **charter** school and district
4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

Location of Charter School

Note: Education Code 47605 and 47605.1 establish geographic and site requirements for charter schools. Pursuant to Education Code 47605, a charter school granted by either the County Board of Education or the **SBE State Board of Education** following initial denial by the district **also** must locate within the geographic boundaries of the district that denied the petition.

The Attorney General has opined, in 89 Ops.Cal.Atty.Gen. 166 (2006), that online charter schools are subject to the restrictions and conditions placed upon independent study programs, including the requirement that students reside in the charter school's home county or an adjacent county.

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

CHARTER SCHOOL AUTHORIZATION (continued)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.
2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.
3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

(10/15 12/17) 5/19

Center Unified SD

Administrative Regulation

Charter School Authorization

AR 0420.4

Philosophy, Goals, Objectives and Comprehensive Plans

Petition Signatures

A petition for the establishment of a start-up charter school must be signed by either of the following: (Education Code 47605)

1. A number of parents/guardians equivalent to at least one-half of the number of students that the charter school estimates will enroll in the school for its first year of operation
2. A number of teachers equivalent to at least one-half of the total number of teachers that the charter school estimates will be employed at the school during its first year of operation

If the charter petition calls for an existing public school to be converted to a charter school, the petition must be signed by at least 50 percent of the permanent status teachers currently employed at the school. (Education Code 47605)

(cf. 4116 - Probationary/Permanent Status)

In circulating a petition, the petitioners shall include a prominent statement explaining that a parent/guardian's signature means that the parent/guardian is meaningfully interested in having his/her child attend the charter school or, in the case of a teacher's signature, that the teacher is meaningfully interested in teaching at the charter school. The proposed charter shall be attached to the petition. (Education Code 47605)

Advisory Committee

At his/her discretion, the Superintendent or designee may establish a staff advisory committee to evaluate the completeness of a charter petition based on the requirements in Education Code 47605 and to identify any concerns that should be addressed by the petitioners.

(cf. 2230 - Representative and Deliberative Groups)

Components of Charter Petition

The charter petition shall include affirmations that the charter school will be nonsectarian

in its programs, admission policies, employment practices, and operations; not charge tuition; and not discriminate against a student on the basis of characteristics listed in Education Code 220. It shall also contain reasonably comprehensive descriptions of: (Education Code 47605, 47611.5)

1. The educational program of the proposed school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent, and lifelong learners.

The petition shall include a description of annual goals for all students and for each numerically significant subgroup of students identified pursuant to Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. These goals shall be aligned with the state priorities listed in Education Code 52060 that apply to the grade levels served or the nature of the program operated by the charter school. The petition also shall describe specific annual actions to achieve those goals. The petition may identify additional priorities established for the proposed school, goals aligned with those priorities, and specific annual actions to achieve those goals.

(cf. 0420.41 - Charter School Oversight)

(cf. 0460 - Local Control and Accountability Plan)

If the proposed school will serve high school students, the petition shall describe the manner in which the school will inform parents/guardians about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable, and courses approved by the University of California or the California State University as creditable under the "a-g" admissions criteria may be considered to meet college entrance requirements.

2. The measurable student outcomes identified for use by the charter school. Student outcomes means the extent to which all students of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program, including outcomes that address increases in student academic achievement both schoolwide and for each numerically significant subgroup of students served by the charter school. The student outcomes shall align with the state priorities identified in Education Code 52060 that apply for the grade levels served or the nature of the program operated by the charter school.

3. The method by which student progress in meeting the identified student outcomes is to be measured. To the extent practicable, the method for measuring student outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

(cf. 0510 - School Accountability Report Card)

4. The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parent/guardian involvement.
5. The qualifications to be met by individuals to be employed by the school.
6. The procedures that the school will follow to ensure the health and safety of students and staff, including the requirement that each school employee furnish the school with a criminal record summary as described in Education Code 44237.
7. The means by which the school will achieve a racial and ethnic balance among its students that is reflective of the general population residing within the district's territorial jurisdiction.
8. The charter school's student admission policy. The petition shall, in accordance with Education Code 47605(d), specify procedures for determining enrollment when the number of applicants exceed the school's capacity, including requirements for the use of a public random drawing, admission preferences, and priority order of preferences as required by law and subject to Board approval.
9. The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the Board's satisfaction.
10. The procedures by which students can be suspended or expelled for disciplinary reasons or otherwise involuntarily removed for any reason, including an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as specified in Education Code 47605(b). Such procedures shall also include processes by which the charter school will notify the superintendent of a district and request to be notified by a district about a student when the circumstances specified in Education Code 47605(d) exist.
11. The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security.
12. The public school attendance alternatives for students residing within the district who choose to not attend the charter school.
13. A description of the rights of any district employee upon leaving district employment to work in the charter school and of any rights of return to the district after employment at the charter school.
14. The procedures to be followed by the charter school and the Board to resolve

disputes relating to charter provisions.

15. A declaration as to whether or not the charter school shall be deemed the exclusive public school employer of the school's employees for purposes of collective bargaining under Government Code 3540-3549.3.

16. The procedures to be used if the charter school closes, including, but not limited to: (5 CCR 11962)

- a. Designation of a responsible entity to conduct closure-related activities
- b. Notification to parents/guardians, the Board, the county office of education, the special education local plan area in which the school participates, the retirement systems in which the school's employees participate, and the California Department of Education, providing at least the following information:
 - (1) The effective date of the closure
 - (2) The name(s) and contact information of the person(s) to whom reasonable inquiries may be made regarding the closure
 - (3) The students' districts of residence
 - (4) The manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements
- c. Provision of a list of students at each grade level, the classes they have completed, and their districts of residence to the responsible entity designated in accordance with item #16a above
- d. Transfer and maintenance of all student records, all state assessment results, and any special education records to the custody of the responsible entity designated in accordance with item #16a above, except for records and/or assessment results that the charter may require to be transferred to a different entity
- e. Transfer and maintenance of personnel records in accordance with applicable law
- f. Completion of an independent final audit within six months after the closure of the school that includes an accounting of all financial assets and liabilities pursuant to 5 CCR 11962 and an assessment of the disposition of any restricted funds received by or due to the school
- g. Disposal of any net assets remaining after all liabilities of the school have been paid or otherwise addressed pursuant to 5 CCR 11962

h. Completion and filing of any annual reports required pursuant to Education Code 47604.33

i. Identification of funding for the activities identified in item #16a-h above

Charter school petitioners shall provide information to the Board regarding the proposed operation and potential effects of the school, including, but not limited to: (Education Code 47605)

1. The facilities to be used by the school, including where the school intends to locate

(cf. 7160 - Charter School Facilities)

2. The manner in which administrative services of the school are to be provided

3. Potential civil liability effects, if any, upon the school and district

4. Financial statements that include a proposed first-year operational budget, including start-up costs and cash-flow and financial projections for the first three years of operation

Location of Charter School

Unless otherwise exempted by law, the charter petition shall identify a single charter school that will operate within the geographic boundaries of the district. A charter school may propose to operate at multiple sites within the district as long as each location is identified in the petition. (Education Code 47605, 47605.1)

A charter school that is unable to locate within the district's jurisdictional boundaries may establish one site outside district boundaries but within the county, provided that: (Education Code 47605, 47605.1)

1. The district is notified prior to approval of the petition.

2. The County Superintendent of Schools and Superintendent of Public Instruction are notified before the charter school begins operations.

3. The charter school has attempted to locate a single site or facility to house the entire program but such a facility or site is unavailable in the area in which the school chooses to locate, or the site is needed for temporary use during a construction or expansion project.

A charter school may establish and locate a resource center, meeting space, or other satellite facility in an adjacent county if both of the following conditions are met: (Education Code 47605.1)

1. The facility is used exclusively for the educational support of students who are enrolled in nonclassroom-based independent study of the charter school.
2. The charter school provides its primary educational services in, and a majority of the students it serves are residents of, the county in which the school is authorized.

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: February 21, 2018 Antelope, California

CSBA Sample

Board Policy

Business and Noninstructional Operations

BP 3250(a)

TRANSPORTATION FEES

Note: The following ~~optional~~ policy and regulation are for use only by districts that **provide transportation services to students and choose to charge a fee for transportation such services as authorized by law Education Code 39807.5. The California Supreme Court (Arcadia Unified School District et al v. State Department of Education) has ruled that Education Code 39807.5 does not violate the free school guarantee or the equal protection clause of the State Constitution. In addition to charging a fee for home-to-school transportation as authorized by Education Code 39807.5, the Governing Board may approve a fee for transportation of students to a regional occupational center or program pursuant to Education Code 39807.5, transportation for adult students pursuant to Education Code 39801.5, transportation of students to and from their place of summer employment in connection with a summer employment program for youth pursuant to Education Code 39837, and/or transportation for participants in a community recreation program pursuant to Education Code 10913 and 39835. See the accompanying administrative regulation.**

~~Because Whenever~~ the cost of providing student transportation exceeds funding provided by the state, the Governing Board ~~finds it necessary to~~ **may** charge fees for home-to-school student transportation **and other transportation services as expressly authorized by law.**

(cf. 3260 - Fees and Charges)

(cf. 3540 - Transportation)

The Superintendent or designee ~~shall~~ **may** annually submit proposed transportation fee schedules for Board approval. ~~Fees shall be determined on the basis of operating costs in accordance with law.~~

Note: ~~If the district charges transportation fees, Education Code 39807.5 mandates the Board to adopt rules and regulations for identifying parents/guardians who are "indigent" and therefore exempt from these fees based on financial need. The following optional paragraph calls for~~ **provides for the use of applications that parallel those used for the free and reduced-price lunch meal program, and may be revised to reflect district practice.** Because Education Code 49557-49558 provide that applications and records related to free and reduced-price meal eligibility are confidential and may only be used for specified purposes, districts are advised to require a separate application for free transportation and take further measures, as described below, to ensure the privacy of program beneficiaries.

The transportation fee shall be waived for students with demonstrated financial need in accordance with Education Code 39807.5. Eligibility for free transportation based on indigency financial need shall be based on determined in accordance with the income eligibility scales used for the free and reduced-price lunch program and/or proof of receipt of Temporary Assistance to Needy Families (TANF).

(cf. 3553 - Free and Reduced Price Meals)

TRANSPORTATION FEES (continued)

Note: ~~Education Code 39807.5 requires the Board to exempt from transportation charges "handicapped students" and students whose parents/guardians are indigent, as set forth in rules and regulations adopted by the Board.~~ Pursuant to Education Code 39807.5, eligible students with disabilities must also be exempted from transportation fees. The California Department of Education's Fiscal Management Advisory 17-01, Pupil Fees, Deposits, and Other Charges, interprets The State Board of Education has issued an advisory, Program Advisory LO: 2-95, interpreting Education Code 39807.5, which urges Boards to exempt from the fee only those "handicapped"/special education students with disabilities whose individualized education program (IEP) requires that transportation be provided. ~~This policy and administrative regulation reflect the interpretation offered in that advisory.~~

In addition, no ~~No~~ charge shall be made for any transportation of a students **with a disability** whose individualized education program **includes transportation as a related service necessary to receive a free appropriate public education** ~~requires transportation or whose parents/guardians are determined indigent pursuant to administrative regulations.~~ (Education Code 39807.5)

~~(cf. 3540 - Transportation)~~

~~(cf. 3541.2 - Transportation for Students with Disabilities)~~

~~(cf. 6159 - Individualized Education Program)~~

The ~~Governing~~ Board shall certify to the County Superintendent of Schools that the district has levied fees in accordance with law and that, in the event that excess fees have been charged, the fees have been reduced and excess fee revenue eliminated. (Education Code 39809.5)

Legal Reference: (see next page)

TRANSPORTATION FEES (continued)

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation program, especially:

10913 Fees for uses of school buses for community recreation purposes

35330 Excursions or field trips

39800-39860 Transportation, especially:

39801.5 Transportation fees for adults

39807.5 Payment of transportation cost; amount of payment

39809.5 Excess fees; adjustments

39837 Fees for summer employment transportation

41850 Home-to-school and special education transportation

49014 Public School Fair Debt Collection Act

~~49557-49558 Applications for free and reduced-price meals~~

~~49558 Confidentiality of applications and records~~

56026 Individuals with exceptional needs

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

~~CODE OF FEDERAL REGULATIONS, TITLE 7~~

~~245.8(a) Nondiscrimination practices for children eligible to receive free and reduced-price meals and free milk~~

COURT DECISIONS

Arcadia Unified School District et al v. State Department of Education, 2 Cal. 4th 251 (1992)

Hartzell v. Connell, 35 Cal.3d 899 (1984)

Management Resources:

CDE MANAGEMENT ADVISORIES

~~0619.92 Fees for Pupil Transportation (#92-05)~~

CDE PROGRAM ADVISORIES

~~0609.95 School transportation fee exemption for handicapped children and pupils whose parents or guardians are indigent (LO: 2-95)~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

(12/92 10/97) 5/19

Center Unified SD

Board Policy

Transportation Fees

BP 3250

Business and Noninstructional Operations

Because the cost of providing student transportation exceeds funding provided by the state, the Governing Board finds it necessary to charge fees for home-to-school student transportation.

When the Superintendent or designee submits proposed transportation fee schedules for Board approval, fees shall be determined on the basis of operating costs, in accordance with law.

The Board shall certify to the County Superintendent that the district has levied fees in accordance with law. The total amount received for transportation from the state and parent/guardian fees shall not exceed the actual operating cost of home-to-school transportation during the school year.

No transportation fees shall be assessed to parents/guardians whose student requires specialized transportation services and is so designated on the student's current Individualized Educational Plan (IEP).

(cf. 3540 - Transportation)

(cf. 3541.2 - Transportation for Special Education Students)

Legal Reference:

EDUCATION CODE

35330 Excursions or field trips

39800-39860 Transportation, especially:

39807.5 Payment of transportation cost; amount of payment

39809.5 Excess fees; adjustments

41850 Home-to-school and special education transportation

49557 Applications for free and reduced price meals

49558 Confidentiality of applications and records

56026 Individuals with exceptional needs

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

CODE OF FEDERAL REGULATIONS, TITLE 7

245.8(a) Nondiscrimination practices for children eligible to receive free and reduced price meals and free milk

Arcadia Unified School District et al v. State Department of Education and Salazar,
5 Cal. Rptr. 2d 545
Hartzell v. Connell 35 Cal.3d 899, 1984

Management Resources:

CDE MANAGEMENT ADVISORIES

0500.92 Implementation of Special Education Transportation Apportionment (#92-02)

0619.92 Fees for Pupil Transportation (#92-05)

Policy CENTER UNIFIED SCHOOL DISTRICT
adopted: October 4, 1993 Antelope, California

CSBA Sample

Administrative Regulation

Business and Noninstructional Operations

AR 3250(a)

TRANSPORTATION FEES

Fee Schedule and Collection

~~Transportation fees charged by the district shall not exceed the statewide average nonsubsidized cost of providing such transportation to a student on a publicly owned or operated transit system, as determined by the Superintendent of Public Instruction. (Education Code 39807.5)~~

~~The total amount received by the district from the state and parent/guardian fees shall not exceed the actual operating cost of home-to-school transportation during the fiscal year. If excess fees are collected due to errors in estimated costs, fees shall be reduced in succeeding years. (Education Code 39809.5)~~

~~The Governing Board shall certify to the County Superintendent of Schools that the district has levied fees in accordance with law and that, in the event that excess fees have been charged, the fees have been reduced and excess fee revenue eliminated. (Education Code 39809.5)~~

~~Bus passes and tickets shall be sold at all district schools and at the district office. No money shall be collected on school buses.~~

Fees for Additional Services

Note: The following ~~section~~ optional administrative regulation should be revised to reflect transportation services provided by the district for which fees will be charged; see AR 3541 ~~Transportation Routes and Services~~.

Pursuant to 5 CCR 350, students must not be required to pay any fee, deposit, or other charge not specifically authorized by law. Districts should consult legal counsel before establishing any transportation fee not listed below.

In Hartzell v. Connell, the California Supreme Court ruled that districts may not charge students to participate in extracurricular activities, but did not speak directly to transportation. There is no law which directly permits a district to charge a fee for transportation to and from extracurricular activities. It could be argued that transportation is not an integral part of an extracurricular activity. However, absent any case law, legislation, or regulation authorizing fees for transportation to extracurricular activities or for any other activity not specifically enumerated as permitting fees to be charged, districts desiring to charge such fees should consult with legal counsel.

~~In addition to charging fees for home-to-school transportation provided in accordance with Education Code 39800, When approved by the Governing Board, the district shall may~~

TRANSPORTATION FEES (continued)

charge **transportation** fees for students traveling to and from **school**. (**Education Code 39807.5**) ~~their places of employment during the summer in connection with a summer employment program for youth. (Education Code 39837)~~

(cf. 3540 - Transportation)

(cf. 3541 - Transportation Routes and Services)

With Board approval, the ~~The~~ district may also charge **transportation** fees for:

Note: Pursuant to Education Code 10901, the community recreation programs described in item #1 below are programs that are sponsored by a nonprofit organization for the benefit of disadvantaged school-age children or students with disabilities in a county with a population of 45,000 or less according to the most recent federal census.

- ~~3.1.~~ **Participants in a cCommunity recreation program offered pursuant to as provided in Education Code 39835 10900-10914.5 (Education Code 10913, 39835)**

Note: Items #2-4 are for use by districts that maintain high schools.

- ~~1.2.~~ **Students traveling to-between the regular full-time schools they would attend and the regular full-time occupational classes provided by a Rregional Occupational Program or Center or program (ROC/P) (Education Code 39807.5)**

(cf. 6178.2 - Regional Occupational Center/Program)

- ~~2.3.~~ **Matriculated or enrolled adults traveling to and from school, or adults pursuing other educational purposes (Education Code 39801.5)**

- 4.** **Students traveling to and from their places of employment during the summer in connection with a summer employment program for youth (Education Code 39837)**

- ~~3.~~ ~~Community recreation as provided in Education Code 39835 (Education Code 10913)~~

(cf. 3541 - Transportation Routes and Services)

~~Note: A CDE legal opinion states that districts may not charge students a fee for transportation to extra-curricular activities. In a letter of September 3, 1992, the CDE General Counsel states, "5 CCR 350 prohibits school districts from requiring any fee, deposit or other charge not specifically authorized by law. There is no law which permits a school district to charge a fee for transportation to and from extra-curricular activities." In Hartzell v. Connell, the California Supreme Court ruled that school districts may not charge students to participate in extra-curricular activities, but did not speak directly to transportation. It could be~~

TRANSPORTATION FEES (continued)

~~argued that transportation is not an integral part of an extracurricular activity. However, absent any case law, legislation or regulation authorizing fees for transportation to extracurricular activities or for any other activity not specifically enumerated as permitting fees to be charged, districts desiring to charge such fees should consult with legal counsel.~~

Note: Although Education Code 39807.5 requires any fee for home-to-school transportation or transportation to and from a regional occupational center or program to be no greater than the statewide average nonsubsidized cost of providing this transportation to a student on a publicly owned or operated transit system, as determined by the Superintendent of Public Instruction, this statewide average cost is no longer being calculated. Instead, districts must ensure that transportation fees, when combined with funding received from the state, do not exceed actual operating costs. Similarly, for the services described in items #1 and 3-4 above, the district is authorized pursuant to Education Code 10913, 39801.5, and 39837 to establish a reasonable fee covering all or parts of the costs of the services.

The total amount received by the district from the state and parent/guardian fees shall not exceed the actual operating cost of home-to-school transportation during the fiscal year. If excess fees are collected due to errors in estimated costs, fees shall be reduced in succeeding years. (Education Code **10913, 39801.5, 39809.5, 39837**)

Note: The following optional paragraph may be revised to reflect district practice.

Bus passes and tickets shall be sold at all district schools and at the district office. No money shall be collected on school buses.

Exemption from Fees

~~Note: If the district charges transportation fees, Education Code 39807.5 mandates the Board to adopt rules and regulations for identifying parents/guardians who are indigent and therefore exempt from these fees. The following optional paragraph calls for applications that parallel those used for the free or reduced price lunch program, which the CDE, in Management Advisory 92-05, states is an acceptable practice. Because Education Code 49557-49558 provides that applications and records related to free or reduced price meal eligibility are confidential and may only be used for specified purposes, districts are advised to require a separate application for free transportation and take further measures, as described below, to ensure the privacy of program beneficiaries. The following section may be revised to reflect district practice.~~

Pursuant to Education Code 39807.5, the Governing Board is mandated to adopt criteria for parents/guardians to be exempted from transportation fees based on financial need; see the accompanying Board policy.

~~Eligibility for free transportation based on indigency shall be based on the income eligibility scales used for the free and reduced price lunch program and/or proof of receipt of Temporary Assistance to Needy Families (TANF).~~

(cf. 3553 – Free and Reduced Price Meals)

TRANSPORTATION FEES (continued)

Upon enrollment and at the beginning of the each school year, and whenever a new student is enrolled, parents/guardians shall receive information about free transportation income eligibility standards; and application procedures for a waiver of the transportation fee and appeal procedures. All applications and related records related to eligibility for free transportation shall be confidential and used only for the purposes of determining a student's eligibility for a fee waiver. directly connected with the free transportation program.

(cf. 5145.6 - Parental Notifications)

All applications and records related to eligibility for free transportation shall be confidential and used only for purposes directly connected with the free transportation program.

(cf. 3553 - Free and Reduced Price Meals)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

Students receiving free transportation shall not be identified by the use of special bus passes, tickets, lines, seats, or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted, or announced in any manner or used for any purpose other than the transportation program.

(12/92 10/97) 5/19

Center Unified SD

Administrative Regulation

Transportation Fees

AR 3250

Business and Noninstructional Operations

Exemption from Fees

Eligibility for free transportation shall be based on the income eligibility scales used for the free and reduced-price lunch program. At the beginning of the school year and whenever a new student is enrolled, parents/guardians shall receive information about free transportation eligibility standards, application procedures and appeal procedures.

All applications and records related to eligibility for free transportation shall be confidential and open only for purposes directly connected with the free transportation program.

Students receiving free transportation shall not be identified by the use of special passes, tickets, lines, seats or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted or announced in any manner or used for any purpose other than the transportation program.

Fee Schedule

Unless exempted, the parents/guardians of students transported to and from school shall be charged fees in accordance with Governing Board-approved schedules.

No money will be collected on the bus.

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: October 4, 1993 Antelope, California

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3510(a)

GREEN SCHOOL OPERATIONS

Note: The following **optional** policy may be revised to reflect district practice. ~~Districts are encouraged to review CSBA's policy brief, *Green Schools: An Overview of Key Policy Issues*, w~~When developing policy on this topic, ~~In addition, to ensure consistency,~~ **"green" school operations**, districts may want to review other related policies and administrative regulations to ensure consistency (e.g., BP/AR 3511 - Energy and Water Management, BP/AR 3511.1 - Integrated Waste Management, BP/AR 3514 - Environmental Safety, BP/AR 3514.1 - Hazardous Substances, AR 3514.2 - Integrated Pest Management, BP 6142.5 - Environmental Education, and BP/AR 7150 - Site Selection and Development).

The Governing Board believes that ~~all citizens have~~ **everyone has** a responsibility to be a stewards of the environment and desires to integrate environmental accountability into all district **programs and operations**. The Superintendent or designee shall **develop strategies to promote district use of "green" school principles and practices** ~~that in order to~~ conserve natural resources, reduce the impact of district operations on the environment, and protect the health of students, staff, and ~~the~~ community.

In developing such strategies and assessing the environmental conditions in district facilities and operations, ~~The Superintendent or designee may shall involve district and site administrators and operations and maintenance staff at all levels and with varying job responsibilities, including administrators, certificated staff, and classified staff.;~~ **As appropriate, the Superintendent or designee may also consult with health professionals; representatives of local governmental agencies, utilities, solid waste and recycling companies, and community organizations; health professionals; and/or others with expertise as appropriate. in the assessment of current district operations and the development of strategies to improve the environmental impact of district operations.**

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 7131 - Relations with Local Agencies)

In selecting and prioritizing strategies, the Superintendent or designee shall give consideration to long-term potential cost savings, ~~the—initial costs,~~ **feasibility of implementation, long-term potential cost savings,** quality and performance of the product or service, health impacts, ~~and environmental considerations,~~ **and potential educational value.**

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

Note: The following list includes optional strategies to minimize the impact of district operations on the environment and should be modified to reflect district practice.

Such District strategies may include, but are not ~~be~~ limited to:

GREEN SCHOOL OPERATIONS (continued)

1. Reducing energy and water consumption, and ~~exploring~~ **using** renewable and clean energy technologies **and alternatives when available**

(cf. 3511 - Energy and Water Management)

2. Establishing recycling programs in district facilities

(cf. 3511.1 - Integrated Waste Management)

3. Reducing the consumption of disposable materials; by reusing materials and by using electronic rather than paper communications when feasible

Note: The **U.S. Environmental Protection Agency**, California Department of General Services, Green Schools Initiative, Healthy Schools Campaign, and other groups provide information on environmentally preferable purchasing, including sources of environmentally preferable products.

4. ~~Purchasing and u~~Using environmentally preferable products and services whenever practical, including, but not limited to, products that:

- a. Minimize environmental impacts, toxins, pollutants, odors, and hazards
- b. Contain postconsumer recycled content
- c. Are durable and long-lasting
- d. Conserve energy and water
- e. ~~Produce a low amount of~~ **Reduce** waste

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3514.2 - ~~Integrated Pest Management~~)

(cf. 5141.23 - Asthma Management)

5. Using least toxic, independently certified green cleaning products when feasible, as well as high-efficiency cleaning equipment that reduces the need to use chemicals
6. Providing professional development to maintenance staff in the proper use, storage, and disposal of cleaning supplies

(cf. 4231 - Staff Development)

7. **Using effective, least toxic pest management practices for the control and management of pests**

GREEN SCHOOL OPERATIONS (continued)*(cf. 3514.2 - Integrated Pest Management)*

Note: ~~The Kindergarten-University Public Education Facilities Bond Act of 2006 (Proposition 1D) includes funding for High Performance Incentive grants to augment new construction and modernization projects that use designs and materials that promote energy and water efficiency, maximize the use of natural lighting, improve indoor air quality, use recycled materials and materials that emit a minimum of toxic substances, and use acoustics that are conducive to teaching and learning (Education Code 17070.96; 2 CCR 1859.70.4, 1859.71.6, 1859.77.4). Criteria for the incentive grants were modeled after standards developed by the nonprofit Collaborative for High Performance Schools (CHPS), but were modified to meet the purposes of the grant program. Sustainable designs can also be achieved through the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) standards or other high performance standards. 24 CCR 101.1-703.1 ("CALGreen") establishes both mandatory requirements and voluntary standards for green building which apply to all new construction and are applicable to K-12 schools. CALGreen addresses five major areas: planning and design, energy efficiency, water efficiency, material conservation and resource efficiency, and indoor environmental quality.~~

High performance school design, construction, and operation resources can be accessed through the Collaborative for High Performance Schools, and a framework for healthy, highly efficient, and cost-saving green buildings can be attained through U.S. Green Building Council's Leadership in Energy and Environmental Design rating system.

- 7.8. ~~Focusing on green building standards, sustainability, and student health in facilities construction and modernization projects, including decisions about site selection, building design, and landscaping and grounds. Ensuring that any construction of new facilities complies with green building standards pursuant to 24 CCR 101.1-703.1, and focusing on sustainability and student health in the design and implementation of facilities modernization projects~~**

*(cf. 7110 - Facilities Master Plan)**(cf. 7111 - Evaluating Existing Buildings)**(cf. 7150 - Site Selection and Development)*

Note: **Optional** item #8-9 below should be revised by districts that do not provide home-to-school transportation.

Information regarding state and local funding for reduced or zero emission school buses is available through the California Air Resources Board.

- 8.9. Reducing vehicle ~~traffic~~ emissions by:**

- a. Encouraging students to walk or bicycle to school or to use district or public transportation**

*(cf. 3541 - Transportation Routes and Services)**(cf. 5142.2 - Safe Routes to School Program)*

GREEN SCHOOL OPERATIONS (continued)

- b. Using reduced or zero emission school buses and vehicles and providing accompanying infrastructure such as charging stations**

(cf. 3540 - Transportation)

- c. Limiting unnecessary idling of school buses in accordance with 13 CCR 2480**
- d. Limiting unnecessary idling of personal vehicles by encouraging parents/guardians, through signage or other means of communication, to turn off their vehicles when parked on and around school grounds**

9.10. Implementing green school practices in the district's food service programs by:

- a. Providing fresh, locally sourced, unprocessed, organic food, including plant-based options, when available in the district's food services program**
- b. Reducing food packaging and using packaging that is recyclable and/or biodegradable**
- c. Utilizing reusable products**
- d. Encouraging zero-waste lunches when food is brought from home**
- e. Maintaining a system for food waste, such as composting**

<p>Note: Health and Safety Code 114079 authorizes districts to provide "sharing tables" where food service staff, students, and faculty may return appropriate food items which may then be shared with other students or donated to a food bank or any other nonprofit charitable organization. For further information, see AR 3551 - Food Service Operations/Cafeteria Fund.</p>
--

- f. Providing sharing tables where unused cafeteria food items may, in accordance with Health and Safety Code 114079, be returned for student use or donated to a food bank or other nonprofit charitable organization**

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

10.11. Integrating green school practices and activities into the educational program by providing instruction to students on the importance of the environment, and involving students in the implementation and evaluation of green school activities and projects as appropriate, and utilizing green school activities and projects as learning tools

GREEN SCHOOL OPERATIONS (continued)

(cf. 6142.5 - Environmental Education)

Legal Reference:

EDUCATION CODE

8700-8707 Environmental education

17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards

17072.35 New construction grants; use for designs and materials for high performance schools

17608-17614 Healthy Schools Act of 2000

32370-32376 Recycling paper

33541 Environmental education

~~101012 Kindergarten-University Public Education Facilities Bond Act of 2006, allocations through~~

~~12th grade school facilities program~~

FOOD AND AGRICULTURAL CODE

13180-13188 Healthy Schools Act of 2000

HEALTH AND SAFETY CODE

114079 General food safety requirements; unused or returned food

PUBLIC CONTRACT CODE

12400-12404 Environmentally preferable purchasing

PUBLIC RESOURCES CODE

25410-25424.2 Energy conservation assistance

40050-40063 Integrated waste management act

42630-42647 Schoolsite source reduction and recycling **assistance program**

CODE OF REGULATIONS, TITLE 2

1859.70.4 Funding for high performance incentive grants

1859.71.6 Additional grant for high performance incentive, new construction

1859.77.4 Additional grants for high performance incentive, site and modernization

CODE OF REGULATIONS, TITLE 5

14010 Standards for school site selection

CODE OF REGULATIONS, TITLE 13

2480 Limitation to school bus idling and idling at schools

CODE OF REGULATIONS, TITLE 24

101.1-703.1 Green building standards

Management Resources:

GSBA PUBLICATIONS

~~*Green Schools: An Overview of Key Policy Issues, Policy Brief, August 2009*~~

~~**CALIFORNIA DEPARTMENT OF GENERAL SERVICES PUBLICATIONS**~~

~~*Environmentally Preferable Purchasing Best Practices Manual*~~

CALIFORNIA AIR RESOURCES BOARD PUBLICATIONS

~~*School Bus Fleet Webinar, April 20, 2018*~~

~~**COLLABORATIVE FOR HIGH PERFORMING SCHOOLS PUBLICATIONS**~~

~~*CHPS Best Practices Manual-2006*~~

~~**GLOBAL GREEN USA PUBLICATIONS**~~

~~*Healthier, Wealthier, Wiser: A Report on National Green Schools*~~

~~**GREEN SCHOOLS INITIATIVE PUBLICATIONS**~~

~~*Green Schools Buying Guide*~~

Management Resources continued: (see next page)

GREEN SCHOOL OPERATIONS (continued)

Management Resources: (continued)

HEALTHY SCHOOLS CAMPAIGN PUBLICATIONS

The Quick and Easy Guide to Green Cleaning in Schools, 2nd ed., 2008

WEB SITES

CSBA: <http://www.csba.org>

California Air Resources Board: <http://www.arb.ca.gov>

California Department of General Services, Green California: <http://www.green.ca.gov>

California Energy Commission: <http://www.energy.ca.gov>

Collaborative for High Performance Schools: <http://www.chps.net>

Global Green USA: <http://www.globalgreen.org>

Green Schools Initiative: <http://www.greenschools.net>

Healthy Schools Campaign: <http://www.healthyschoolscampaign.org/programs/gcs>

U.S. Environmental Protection Agency: <http://www.epa.gov>

U.S. Green Building Council, LEED Green Building Rating System: <http://www.usgbc.org>

Center Unified SD

Board Policy

Green School Operations

BP 3510

Business and Noninstructional Operations

The Governing Board believes that all citizens have a responsibility to be stewards of the environment and desires to integrate environmental accountability into all district operations. The Superintendent or designee shall promote green school practices that conserve natural resources, reduce the impact of district operations on the environment, and protect the health of students, staff, and community.

The Superintendent or designee may involve district and site administrators and operations and maintenance staff; representatives of local governmental agencies, utilities, solid waste and recycling companies, and community organizations; health professionals; and/or others as appropriate in the assessment of current district operations and the development of strategies to improve the environmental impact of district operations.

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 7131 - Relations with Local Agencies)

In selecting and prioritizing strategies, the Superintendent or designee shall give consideration to the initial cost, long-term potential cost savings, quality and performance of the product or service, health impacts, and environmental considerations. The District will also pursue LEED accreditation best practices when economically feasible, which may qualify the District for LEED accreditation status.

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

Such strategies may include, but not be limited to:

1. Reducing energy and water consumption and exploring renewable and clean energy technologies
2. Retention of storm water runoff for landscaping irrigation
3. Drought resistant landscaping

(cf. 3511 - Energy and Water Management)

4. Establishing recycling programs in district facilities

(cf. 3511.1 - Integrated Waste Management)

5. Reducing the consumption of disposable materials, by reusing materials and by using electronic rather than paper communications when feasible

6. Purchasing and using environmentally preferable products and services whenever practical, economically feasible and based upon merited research, including, but not limited to, products that:

- a. Minimize environmental impacts, toxins, pollutants, odors, and hazards
- b. Contain postconsumer recycled content
- c. Are durable and long-lasting
- d. Conserve energy and water
- e. Produce a low amount of waste

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3514.2 - Integrated Pest Management)

(cf. 5141.23 - Asthma Management)

(cf. 6161.3 - Toxic Art Supplies)

7. Using least toxic, independently certified green cleaning products when feasible, as well as high-efficiency cleaning equipment that reduces the need to use chemicals

8. Providing professional development to maintenance staff in the proper use, storage, and disposal of cleaning supplies

(cf. 4231 - Staff Development)

9. Focusing on green building standards, sustainability, engagement in the planning process and student health in facilities construction and modernization projects, including decisions about site selection, building design, and landscaping and grounds

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

(cf. 7150 - Site Selection and Development)

(cf. 3541 - Transportation Routes and Services)

(cf. 5142.2 - Safe Routes to School Program)

10. Providing fresh, unprocessed, organic food in the district's food services program

(cf. 3550 - Food Service/Child Nutrition Program)

11. Providing instruction to students on the importance of the environment and involving students in the implementation and evaluation of green school activities and projects as appropriate

(cf. 6142.5 - Environmental Education)

Legal Reference:

EDUCATION CODE

8700-8707 Environmental education

17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards

17072.35 New construction grants; use for designs and materials for high performance schools

32370-32376 Recycling paper

33541 Environmental education

101012 Kindergarten-University Public Education Facilities Bond Act of 2006, allocations

PUBLIC CONTRACT CODE

12400-12404 Environmentally preferable purchasing

PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

40050-40063 Integrated waste management act

42630-42647 Schoolsite source reduction and recycling

CODE OF REGULATIONS, TITLE 2

1859.70.4 Funding for high performance incentive grants

1859.71.6 Additional grant for high performance incentive, new construction

1859.77.4 Additional grants for high performance incentive, site and modernization

CODE OF REGULATIONS, TITLE 5

14010 Standards for school site selection

Management Resources:

CSBA PUBLICATIONS

Green Schools: An Overview of Key Policy Issues, Policy Brief, August 2009

CALIFORNIA DEPARTMENT OF GENERAL SERVICES PUBLICATIONS

Environmentally Preferable Purchasing Best Practices Manual

COLLABORATIVE FOR HIGH PERFORMING SCHOOLS PUBLICATIONS

CHPS Best Practices Manual, 2006

GLOBAL GREEN USA PUBLICATIONS

Healthier, Wealthier, Wiser: A Report on National Green Schools

GREEN SCHOOLS INITIATIVE PUBLICATIONS

Green Schools Buying Guide

HEALTHY SCHOOLS CAMPAIGN PUBLICATIONS

The Quick and Easy Guide to Green Cleaning in Schools, 2nd ed., 2008

WEB SITES

CSBA: <http://www.csba.org>

California Department of General Services, Green California: <http://www.green.ca.gov>

California Energy Commission: <http://www.energy.ca.gov>

Collaborative for High Performance Schools: <http://www.chps.net>

Global Green USA: <http://www.globalgreen.org>

Green Schools Initiative: <http://www.greenschools.net>

Healthy Schools Campaign: <http://www.healthyschoolscampaign.org/programs/gcs>

U.S. Environmental Protection Agency: <http://www.epa.gov>

U.S. Green Building Council, LEED Green Building Rating System:
<http://www.usgbc.org>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: December 16, 2009 Antelope, California

CSBA Sample

Board Policy

Business and Noninstructional Operations

BP 3511(a)

ENERGY AND WATER MANAGEMENT

The Governing Board recognizes the ~~importance of minimizing the district's use of natural resources, providing a high quality environment that promotes health and productivity, and effectively managing the district's fiscal resources.~~ **environmental and financial benefits that can be derived from conserving energy, water, and other natural resources, preparing for extreme weather and other natural events, and providing an environment that promotes the health and well-being of students and staff.** ~~To that end,~~ **To support district goals for energy and water management,** the Superintendent or designee shall develop a resource management program which **may** includes strategies for implementing effective and sustainable resource **use** practices, exploring **the use of** renewable and clean energy technologies **and/or sources**, reducing energy and water consumption, ~~minimizing utility costs, reducing the amount of waste of consumable materials, encouraging recycling and green procurement practices,~~ and promoting conservation principles **in the educational program.**

(cf. 0200 - Goals for the School District)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3510 - Green School Operations)

(cf. 3511.1 - Integrated Waste Management)

(cf. 3512 - Equipment)

(cf. 6142.5 - Environmental Education)

The Superintendent or designee may solicit input from staff, students, and parents/guardians ~~about~~ **regarding** the district's **resource management** program. The Superintendent or designee shall provide staff and students with training and guidance on best practices to achieve the district's goals, ~~such as~~ **and may establish** a reward program to recognize outstanding accomplishments.

(cf. 1150 - Commendation and Awards)

The Superintendent or designee shall regularly inspect district facilities, **monitor and** operations, and make recommendations for maintenance and ~~capital expenditures~~ **repairs** which may help the district reach its conservation and management goals **and improve efficiency.**

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

Note: The California Energy Commission administers the Bright Schools Program pursuant to Public Resources Code 25410-25421. This program offers specific services to help districts become more energy efficient by providing design and implementation assistance, conducting energy audit and feasibility studies,

ENERGY AND WATER MANAGEMENT (continued)

providing equipment bid specifications, assisting with installation, and helping to secure loans for energy-related maintenance. **Districts may also seek funding for water projects through the Department of Water Resource's Proposition 1 Integrated Regional Water Management Grant Program, which provides funding for projects that help meet the long-term water needs of the state.**

The Superintendent or designee shall make every effort to identify funding opportunities and cost-reducing incentive programs to help the district achieve its conservation and management goals. **The district may coordinate with other local or regional entities to capitalize on their expertise and maximize the efficient use of resources, such as through joint or shared use agreements.**

(cf. 1330.1 - Joint Use Agreements)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Superintendent or designee shall ~~periodically~~**regularly** report to the Board on the district's progress in meeting its conservation and **resource** management goals.

Storm Water Management

Note: The following section is ~~optional~~**recommended for use by all districts, especially districts that are subject to the state's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Industrial Activities or that have been designated by State and federal law** authorize the State Water Resources Control Board (SWRCB) or a California regional water quality control board ~~to designate a school district~~ as an entity ("non-traditional MS4") which is required to obtain "coverage" under a General Permit for Storm Water Discharges to Small Municipal Separate Storm Sewer Systems.

A district may be ~~so designated for any reason, including a water quality threat posed by its operation of storm drainage systems, at~~ subject to either permit for a variety of reasons, including **conducting activities that may result in discharge of water from any district facility which drains into a municipal storm drainage system or drains directly or indirectly into a stream, creek, river, or the ocean. A district required to obtain coverage under this General Permit is prohibited from discharging certain pollutants, other than storm water, into the storm drainage system and must develop a storm water management plan. A district that is covered by either or both of these General Permits must develop a storm water management plan consistent with the requirements of state and federal law and the applicable permit.** The General Permit requires that the **Governing Board, as the governing body of the district,** adopt a resolution containing the plan and authorizing the Superintendent to implement and enforce the plan. The plan must then be submitted to the local regional water quality control board for approval. In addition, the district is required to submit annual reports to the local regional water control board describing the district's progress in implementing the plan.

~~The SWRCB anticipates that many school districts will be designated as "non-traditional MS4" over the next several years. Districts should consult with representatives of the local regional water control board and county office of education to ensure that appropriate plans are developed. Districts that have not yet been designated may revise or delete the following section as appropriate.~~

The following section and the accompanying administrative regulation reflect the recommendations of the California Department of Education (CDE), the Division of the State Architect in the Department

ENERGY AND WATER MANAGEMENT (continued)

of General Services, and the SWRCB in their joint publication Guidance for Stormwater and Dry Weather Runoff CAPTURE (California Practices to Use Runoff Effectively) at Schools, developed pursuant to Water Code 189.3, as amended by SB 1289 (Ch. 92, Statutes of 2018). See the Guidance for additional design and use practices for storm water and dry weather runoff capture practices that can generally be applied to all new, reconstructed, or altered public schools, including school grounds.

~~The Board desires to ensure that, to~~ To the maximum extent practicable, the district **shall** reduce the discharge of pollutants into the water system in order to minimize the threat to water quality from storm water runoff. ~~When the district has been designated by the State Water Resources Control Board or a regional water quality control board, the~~

The Superintendent or designee shall ensure that the district complies with **storm water discharge standards specified by any** applicable General Permit requirements coverage required by law, including all requirements of the Construction General Permit issued by the State Water Resources Control Board for any project that disturbs one acre or more of soil. (40 CFR 122.34)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3514.2 - Integrated Pest Management)

Note: ~~The water management plan must describe how pollutants in storm water runoff will be controlled and must include best management practices addressing the six minimum control measures specified below, as well as measurable goals and timetables. The NPDES and MS4 General Permits each contain their own requirements. Districts should consult with their local regional water quality control board for requirements and approval of the plan.~~

The Superintendent or designee shall develop a storm water management **plan that complies with the provisions of the applicable permit** ~~and shall submit the plan and a resolution authorizing the implementation of the plan to the Board for approval. The district's plan shall~~ and describes best management practices, **design strategies**, measurable goals, and timetables for implementation. ~~in the following areas: and shall submit t~~The plan and a resolution authorizing ~~the~~ **its implementation of the plan shall be submitted** to the Board for approval. (40 CFR 122.34)

- ~~1. Public education and outreach on storm water impacts~~
- ~~2. Public participation, such as participation in adoption and implementation of the plan~~
- ~~3. Illicit discharge detection and elimination, such as maps and programs to detect and eliminate illicit non-storm water discharges~~
- ~~4. Construction site storm water runoff control, such as reviewing construction plans, inspecting sites, and tracking construction site runoff, as well as erosion and sediment controls~~

ENERGY AND WATER MANAGEMENT (continued)

5. ~~Post construction storm water management, such as developing design standards for preventing runoff and verifying proper maintenance and operation of control procedures~~
6. ~~Pollution prevention and good housekeeping, such as evaluating waste disposal, material storage, and equipment cleaning procedures and spill prevention, including at bus maintenance facilities~~

For all projects, the district shall comply with any city or county ordinance that regulates drainage improvements and conditions. (Government Code 53097)

~~The Superintendent or designee shall regularly report to the Board on the status of the district's implementation efforts.~~

Emergency Interruption of Services

Note: The following optional section requires the development of an emergency action plan which identifies actions to be taken in the event of a toxic spill or an emergency interruption of power, water, or other services. However, schools that are affected by regular public safety power shutoffs (e.g., actions by utility companies to preemptively shut off power in high fire risk areas to reduce fire risk during extreme and potentially dangerous weather conditions) should also consider including this section. This plan may be incorporated into the district's emergency and disaster preparedness plan. See BP/AR 3516 - Emergencies and Disaster Preparedness Plan.

In the event that instructional time is lost as a result of a power outage resulting from an emergency, such as a fire, flood, earthquake, or epidemic, or other hardship and as specified in Education Code 46392, districts may request credit for the loss of average daily attendance funding, as detailed in the California Department of Education's CDE's Management Advisory 90-01. See BP 3516.5 - Emergency Schedules for policy regarding changes in schedules due to an emergency and procedures for compensating for lost instructional time.

The Superintendent or designee shall develop a plan **to minimize disruption to the educational program** ~~describing actions to be taken~~ in the event of power outages or other emergency interruption of utility services, ~~both during and after school operations~~. The plan shall **address include actions to be taken procedures to help ensure facilitate** student and staff safety, administrative control of operations, protection of equipment, effective communications, and coordination with local fire, police, and emergency personnel and utility service providers.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.5 - Emergency Schedules)

ENERGY AND WATER MANAGEMENT (continued)

Legal Reference:

EDUCATION CODE

17213.1 School sites

17280 Construction of school buildings

35275 Coordination of new facilities with recreation and park authorities

41422 School term or session length, failure to comply due to disaster

46392 Emergency conditions; ADA estimate

GOVERNMENT CODE

53097 Local agencies

PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

WATER CODE

189.3 Recommendations for best design and use practices

13383 Compliance with the federal Water Pollution Control Act

13383.5 Storm water discharge monitoring requirements

CODE OF REGULATIONS, TITLE 23

490-495 Model Water Efficient Landscape Ordinance

2200 Discharge permit fees

UNITED STATES CODE, TITLE 33

1342 National pollutant discharge elimination system

CODE OF FEDERAL REGULATIONS, TITLE 40

122.1-122.64 National pollutant discharge elimination system

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES PUBLICATIONS

0118-01 California's Energy Challenge

0706-90 Water Conservation Advisory, 90-09

Guidance for Stormwater and Dry Weather Runoff CAPTURE (California Practices to Use Runoff Effectively) at Schools, December 2018

A Blueprint for Environmental Literacy: Educating Every Student In, About, and For the Environment, 2015

0222-90 Average Daily Attendance Credit During Periods of Emergency, Management Advisory 90-01, rev. February 10, 2005

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD PUBLICATIONS

Guidance for Design and Construction of Vegetated Low Impact Development Projects, 2016

U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATIONS

National Management Measures to Control Nonpoint Source Pollution from Urban Areas, 2005

WEB SITES

CSBA: <http://www.csba.org>

Alliance to Save Energy: <http://www.ase.org>

California Department of Education, Facilities: <http://www.cde.ca.gov/lr/fa>

California Department of Water Resources: <https://water.ca.gov>

California Division of State Architect: <https://www.dgs.ca.gov/DSA>

California Energy Commission: <http://www.energy.ca.gov>

California State Water Resources Control Board: <http://www.swrcb.ca.gov>

California Stormwater Quality Association: <https://www.casqa.org/resources>

Collaborative for High Performance Schools (CHPS): <https://chps.net>

Green School Yards America: <http://www.greenschoolyards.org>

U.S. Environmental Protection Agency: <http://www.epa.gov>

(3/01 7/07) 5/19

Center Unified SD

Board Policy

Energy And Water Management

BP 3511

Business and Noninstructional Operations

The Governing Board recognizes the importance of minimizing the district's use of natural resources, providing a high-quality environment that promotes health and productivity, and effectively managing the district's fiscal resources. To that end, the Superintendent or designee shall develop a resource management program which includes strategies for implementing effective and sustainable resource practices, exploring renewable and clean energy technologies, reducing energy and water consumption, minimizing utility costs, reducing the amount of waste of consumable materials, encouraging recycling and green procurement practices, and promoting conservation principles.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3511.1 - Integrated Waste Management)

(cf. 3512 - Equipment)

(cf. 6142.5 - Environmental Education)

The Superintendent or designee shall regularly inspect district facilities and operations and make recommendations for maintenance and capital expenditures which may help the district reach its conservation and management goals.

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall make every effort to identify funding opportunities and cost-reducing incentive programs to help the district achieve its conservation and management goals.

The Superintendent or designee shall periodically report to the Board on the district's progress in meeting its conservation and management goals.

Storm Water Management

The Board desires to ensure that, to the maximum extent practicable, the district reduce the discharge of pollutants into the water system in order to minimize the threat to water quality from storm water runoff. When the district has been designated by the State Water Resources Control Board or a regional water quality control board, the Superintendent or designee shall ensure that the district complies with applicable General

Permit requirements.

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3514.2 - Integrated Pest Management)

The Superintendent or designee shall develop a storm water management plan and shall submit the plan and a resolution authorizing the implementation of the plan to the Board for approval. The district's plan shall describe best management practices, measurable goals, and timetables for implementation in the following areas:

1. Public education and outreach on storm water impacts
2. Public participation, such as participation in adoption and implementation of the plan
3. Illicit discharge detection and elimination, such as maps and programs to detect and eliminate illicit non-storm water discharges
4. Construction site storm water runoff control, such as reviewing construction plans, inspecting sites, and tracking construction site runoff, as well as erosion and sediment controls
5. Post-construction storm water management, such as developing design standards for preventing runoff and verifying proper maintenance and operation of control procedures
6. Pollution prevention and good housekeeping, such as evaluating waste disposal, material storage, and equipment-cleaning procedures and spill prevention, including at bus maintenance facilities

The Superintendent or designee shall regularly report to the Board on the status of the district's implementation efforts.

Legal Reference:

EDUCATION CODE

41422 School term or session length, failure to comply due to disaster

46392 Emergency conditions; ADA estimate

PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

WATER CODE

13383.5 Storm water discharge monitoring requirements

CODE OF REGULATIONS, TITLE 23

2200 Discharge permit fees

UNITED STATES CODE, TITLE 33

1342 National pollutant discharge elimination system

CODE OF FEDERAL REGULATIONS, TITLE 40

122.1-122.64 National pollutant discharge elimination system

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES

0118.01 California's Energy Challenge

0706.90 Water Conservation Advisory, 90-09

0222.90 Average Daily Attendance Credit During Periods of Emergency 90-01

WEB SITES

CSBA: <http://www.csba.org>

Alliance to Save Energy: <http://www.ase.org>

California Department of Education, Facilities: <http://www.cde.ca.gov/ls/fa>

California Energy Commission: <http://www.energy.ca.gov>

California State Water Resources Control Board: <http://www.swrcb.ca.gov>

Department of General Resources, Green California, Sustainable Schools:

<http://www.green.ca.gov/GreenBuildings/schools>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: October 17, 2007 Antelope, California

CSBA Sample

Administrative Regulation

Business and Noninstructional Operations

AR 3511(a)

ENERGY AND WATER MANAGEMENT

Note: The following optional administrative regulation should be revised to reflect district practice.

Resource Management Program

In the development of the district's **energy and water** resource management program, the Superintendent or designee shall analyze ~~and review~~ the **efficiency and environmental impact of, and consider strategies for improving, the following district systems:**

1. ~~L~~ighting;
2. ~~H~~eating, ventilation, and air conditioning ~~systems~~;
3. ~~W~~ater heaters;
4. ~~E~~lectrical equipment and appliances;
5. ~~W~~ater use and irrigation; **including drains, faucets, and pipes**
6. **Grounds management** ~~and solid waste and recycling systems~~

(cf. 7111 - Evaluating Existing Buildings)

~~The following district operations shall be incorporated into~~ **In addition, the district's resource management program may include strategies to address the following:**

1. Educational programs **that focus on environmental literacy and incorporate the Next Generation Science Standards**

(cf. 6142.5 - Environmental Education)

(cf. 6142.93 - Science Instruction)

2. **Outdoor student facilities that are environmentally sustainable and include increased shaded areas to reduce playground temperatures**

(cf. 5141.7 - Sun Safety)

- ~~2.3.~~ Classroom and building management and maintenance

- ~~3.4.~~ Food services and ~~equipment maintenance~~ **food waste reduction**

ENERGY AND WATER MANAGEMENT (continued)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

4.5. Landscaping practices, including establishing drought-tolerant habitats

5.6. Transportation services and maintenance

(cf. 3540 - Transportation)

6.7. Inclusion of best practices for water management in nNew construction projects

(cf. 7110 - Facilities Master Plan)

7.8. Administrative operations that focus on cost reduction and conservation

(cf. 3400 - Management of District Assets/Accounts)

8. Use of facilities by outside groups

(cf. 1330 - Use of School Facilities)

(cf. 3512 - Equipment)

(cf. 7111 - Evaluating Existing Buildings)

9. Regular equipment maintenance and repair

(cf. 3512 - Equipment)

~~The Superintendent or designee may solicit input from staff, students, and parents/guardians about the district's program. The Superintendent or designee shall provide staff and students with training and guidance on best practices to achieve the district's goals, such as a reward program to recognize outstanding accomplishments.~~

Storm Water Management

Note: The following section is optional and should be revised to reflect district practice.
--

The Superintendent or designee shall implement a storm water management plan that complies with applicable state and federal law and local ordinances. The plan shall include best practices designed to reduce waste, pollution, environmental degradation, and damage to school facilities and infrastructure by:

1. Incorporating water capture and filtration systems for storm water when necessary

ENERGY AND WATER MANAGEMENT (continued)

2. **Emphasizing school practices and school design that reduce runoff and human pollutants, such as plastics, oils, grease, metals, and pesticides**
3. **Preserving, creating, and enhancing natural areas and greenspace that aid in storm water and dry weather capture**
4. **Minimizing impervious surface area and controlling runoff from impervious surfaces**
5. **Utilizing, when possible, soils that promote infiltration**
6. **Incorporating storm water design signage features and learning opportunities for public education**

Emergency Interruption of Services

Note: ~~The following section is optional and should be revised to reflect district practice. The following optional section requires the development of an emergency action plan which identifies action to be taken in the event of an emergency interruption of power, water, or other services. This plan may be incorporated into the district's Emergency and Disaster Preparedness Plan. See BP/AR 3516—Emergencies and Disaster Preparedness Plan.~~

~~In the event that instructional time is lost as a result of a power outage resulting from an emergency, such as a fire, flood, earthquake, or epidemic and as specified in Education Code 46392, districts may request credit for the loss of Average Daily Attendance funding, as detailed in the California Department of Education's Management Advisory 90-01. See BP 3516.5—Emergency Schedules for policy regarding changes in schedules due to an emergency and procedures for compensating for lost instructional time.~~

~~The Superintendent or designee shall develop a plan to address actions to be taken in the event of power outages or other emergency interruption of utility services, both during and after school operations. The plan shall address procedures to help ensure student and staff safety, administrative control of operations, protection of equipment, effective communications, and coordination with local fire, police, and utility service providers. The Superintendent or designee shall consult with local law enforcement, emergency personnel, and the county office of emergency services in the development of strategies to be implemented in the event of power outages or other emergency interruptions of utility services. The strategies shall prescribe a means of notifying appropriate agencies to ensure all utilities are properly restored after interruption.~~

~~(cf. 0450—Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.5—Emergency Schedules)~~

ENERGY AND WATER MANAGEMENT (continued)

The Superintendent or designee shall reopen schools and return to normal instructional activities as soon as safe operations can be resumed. If any school will be closed for an extended period of time, the district shall make alternative arrangements for students and staff so as not to interrupt the educational program.

The Superintendent or designee shall communicate with staff, students, and parents/guardians regarding any interruption of educational services due to utility service outages, including any necessary alternative arrangements and the date or time that normal operations of the school are expected to resume.

(cf. 1100 - Communication with the Public)

(cf. 3516.5 - Emergency Schedules)

(3/01 7/07) 5/19

Center Unified SD

Administrative Regulation

Energy And Water Management

AR 3511

Business and Noninstructional Operations

Resource Management Program

In the development of the district's resource management program, the Superintendent or designee shall analyze and review the lighting; heating, ventilation, and air conditioning systems; water heaters; electrical equipment and appliances; water use and irrigation; and solid waste and recycling systems. The following district operations shall be incorporated into the district's resource management program:

1. Educational programs
2. Classroom and building management and maintenance
3. Food services and equipment maintenance

(cf. 3551 - Food Service Operations/Cafeteria Fund)

4. Landscaping
5. Transportation services and maintenance

(cf. 3540 - Transportation)

6. New construction

(cf. 7110 - Facilities Master Plan)

7. Administrative operations
8. Use of facilities by outside groups

(cf. 1330 - Use of School Facilities)

(cf. 3512 - Equipment)

(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee may solicit input from staff, students, and parents/guardians about the district's program. The Superintendent or designee shall provide staff and students with training and guidance on best practices to achieve the

district's goals, such as a reward program to recognize outstanding accomplishments.

Emergency Interruption of Services

The Superintendent or designee shall develop a plan to address actions to be taken in the event of power outages or other emergency interruption of utility services, both during and after school operations. The plan shall address procedures to help ensure student and staff safety, administrative control of operations, protection of equipment, effective communications, and coordination with local fire, police, and utility service providers.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: October 17, 2007 Antelope, California

CSBA Sample Administrative Regulation

Business and Noninstructional Operations

AR 3514(a)

ENVIRONMENTAL SAFETY

Note: The following **optional** administrative regulation may be revised to reflect district practice.

The following paragraph may be revised to reflect the job position(s) designated to coordinate the district's environmental safety programs.

The Superintendent may designate and train one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

(cf. 3510 - Green School Operations)
(cf. 3511 - Energy and Water Management)
(cf. 3517 - Facilities Inspection)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 5142 - Safety)
(cf. 7111 - Evaluating Existing Buildings)
(cf. 7150 - Site Selection and Development)

Indoor Air Quality

Note: The following section may be revised to reflect district practice. For further information, see the U.S. Environmental Protection Agency's (EPA) Indoor Air Quality Tools for Schools.

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the ~~Superintendent or designee shall ensure that the~~ following strategies ~~are shall be~~ implemented:

Note: Education Code 17074.25, as amended by AB 2453 (Ch. 714, Statutes of 2018), authorizes a modernization grant under the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30) to be used to limit student exposure to harmful air pollutants by updating air filtration systems. Additionally, Health and Safety Code 44391.3, as added by AB 2453, allows districts located in communities with a high cumulative exposure burden to toxic air contaminants to work with air districts to identify school sites in need of air quality improvements. Contingent on appropriations being made for this purpose in the annual Budget Act or other statutes, such schools or districts will be eligible for a grant to implement air quality mitigation efforts, including, but not limited to, air filter upgrades or installation and vegetation buffer planting.

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified

ENVIRONMENTAL SAFETY (continued)

in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.

2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup of mold and mildew **and prevent accidents due to unsafe conditions**. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.
3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.
4. Least toxic pest management practices shall be used to control and manage pests at school sites. (Education Code 17608-17614; Food and Agriculture Code 13182)

(cf. 3514.2 - Integrated Pest Management)

5. ~~The Superintendent or designee shall install a~~ **A** carbon monoxide detector or alarm **shall be installed** in all school buildings that contain a fuel-burning appliance, fireplace, or forced-air furnace, **unless otherwise exempted by state law or regulations**. The device or alarm shall be located in close proximity to the appliance in order to accurately detect and alert school personnel of any leakage of carbon monoxide. (24 CCR 915.1-915.7)
6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

(cf. 5141.23 - Asthma Management)

ENVIRONMENTAL SAFETY (continued)

7. Painting of school facilities and maintenance or repair activities that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.
8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.

(cf. 3514.1 - Hazardous Substances)

9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well ventilated and not frequented by students and staff.
10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

(cf. 3513.3 - Tobacco-Free Schools)

11. Staff and students shall be asked to refrain from bringing common irritants such as furred or feathered animals, stuffed toys that may collect dust mites, scented candles, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms, **school buses**, or other enclosed areas or buildings.

(cf. 6163.2 - Animals at School)

Outdoor Air Quality

Note: The following section may be revised to reflect district practice. Forecasts of ozone levels and particle pollution are available through the federal AirNow web site and may be printed in local newspapers. The district may monitor ultraviolet radiation levels through the EPA's UV Index web site; see BP 5141.7 - Sun Safety.

The Superintendent or designee may **coordinate with the local air resources control board** and monitor local health advisories and outdoor air quality alerts, ~~including to obtain~~ forecasts of ozone levels, particle pollution, ultraviolet radiation levels, and/or temperature and humidity.

Whenever ~~these measures~~ **a forecast** indicates a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

ENVIRONMENTAL SAFETY (continued)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Reduction of Vehicle Emissions

Note: 13 CCR 2480 prohibits idling of school buses, student activity buses, and other commercial motor vehicles within 100 feet of a school except under specified conditions. See AR 3542 - School Bus Drivers for additional language reflecting these requirements.

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

(cf. 5142.2 - Safe Routes to School Program)

Note: Pursuant to 13 CCR 2025, any ~~district that owns, operates, leases, or rents a diesel-fueled, dual-fueled, or alternative diesel-fueled school bus with that has a gross vehicle weight rating over 14,000 pounds that and was manufactured on or after April 1, 1977 is required to have installed a particulate filter in the bus that reduces diesel particulate matter emissions by 85 percent. An exception exists for any school bus that operates fewer than 1,000 miles per year. Any school bus manufactured before April 1, 1977 should already be retired.~~

Any **school bus that is** diesel-fueled, dual-fueled, or alternative diesel-fueled ~~school bus with~~ **and has** a gross vehicle weight rating over 14,000 pounds shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

Drinking Water Safety

Note: The following section addresses the quality of tap water available in schools. See AR 3550 - Food Service/Child Nutrition Program for information about requirements to make fresh drinking water available during mealtimes.

The quality and safety of the district's drinking water sources shall be regularly assessed, and drinking fountains shall be regularly cleaned and maintained, ~~to avoid the presence of~~ **ensure that drinking water consumed at school does not contain** dirt, mold, lead, or other impurities or **contaminants that may cause serious health concerns.**

ENVIRONMENTAL SAFETY (continued)

Whenever any contaminants in the drinking water are determined to be a concern, the Superintendent or designee shall take reasonable steps to identify the source and mitigate the ~~concern~~ **any potential problem** to ensure the availability of safe drinking water. As needed, the Superintendent or designee shall provide alternative sources of drinking water, such as bottled water **or on-site water filtration**, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day.

(cf. 3550 - Food Service/Child Nutrition Program)

Note: Due to the health risks posed by lead exposure, especially to young children, EPA has recommended that districts test for the presence of lead in drinking water. Health and Safety Code 116277 as added by AB 746 (Ch. 746, Statutes of 2017), requires a community water system serving a school constructed before January 1, 2010 to test for lead in the potable water system of the school. Such testing is at the expense of the community water system and must be completed by July 1, 2019. If the school's lead level exceeds 15 parts per billion (equivalent to .015 milligrams per liter), the district must notify parents/guardians, take immediate steps to shut down all fountains and faucets where the excess lead levels may exist, and provide a potable source of drinking water to students. See the California Water Boards' "Frequently Asked Questions about Lead Testing of Drinking Water in California Schools: Updated for Assembly Bill 746/Health and Safety Code 116277."

Schools that have their own water supply, such as a well, are required to test for lead, copper, and other contaminants in tap water pursuant to other state and federal laws and regulations, including 22 CCR 64670-64679 and 40 CFR 141.80-141.91, and may revise the following paragraph to reflect applicable requirements.

Health and Safety Code 1597.16, as added by AB 2370 (Ch. 676, Statutes of 2018), requires a licensed child day care center that is located in a building that was constructed before January 1, 2010, to have its drinking water tested for lead contamination as specified. See AR 5148 - Child Care and Development for further information regarding potable water requirements for day care centers.

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, the Superintendent or designee shall notify parents/guardians and take immediate steps to **shut down and** make inoperable any fountains or faucets where excess lead levels may exist. ~~(Health and Safety Code 116277)~~

Prevention of Lead Exposure

Note: The following section reflects EPA recommendations of the EPA. For further information, the district may contact its city or county lead poisoning prevention program. For information regarding the prevention of lead exposure in drinking water, see section on "Drinking Water Safety" above.

In addition to ~~keeping school facilities as dust-free and clean as possible testing for the presence of lead in drinking water in district schools~~, the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. **School facilities shall be kept as dust-free and clean as possible.**

ENVIRONMENTAL SAFETY (continued)

2. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
- 2.3. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.

Note: 17 CCR 35001-36100 contain state standards for lead abatement services. In addition, 40 CFR 745.61-745.339 extend federal standards for renovations involving lead-based paint to child-occupied facilities, which include preschools and **kindergarten classrooms elementary schools**.

- 3.4. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.
- 4.5. Soil with low lead content may be covered with grass, other plantings, concrete, or asphalt. For soil with high lead content, removal and abatement are required.
5. ~~Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.~~

Any action to abate existing lead hazards, ~~excluding containment or cleaning~~, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

The Superintendent or designee shall notify parent/guardians, teachers, and staff members if significant risk factors for lead exposure are found. (Education Code 32243)

Prevention of Mercury Exposure

Note: The following section may be revised to reflect district practice. Mercury may exist in schools in thermometers, barometers, switches, thermostats, flowmeters, **lamps light bulbs**, and other sources. Although devices containing mercury are considered safe as long as the mercury is sealed, if a device is broken and mercury spills, the health of students and staff may be endangered.

The Superintendent or designee shall identify any **mercury-containing** products ~~containing mercury~~ that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

ENVIRONMENTAL SAFETY (continued)

Note: The EPA's web site contains detailed procedures for cleaning up a small mercury spill, actions that should never be taken in the event of a spill, and items that should be assembled in a mercury spill kit.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

Asbestos Management

Note: Education Code 49410-49410.7 and the federal Asbestos Hazard Emergency Response Act (AHERA) (15 USC 2641-2656; 40 CFR 763.80-763.99) contain requirements for asbestos inspection and abatement which are applicable to school districts. For further information, consult the local air quality management district or air pollution control district.

40 CFR 763.84 requires the district to designate a person who will be responsible for ensuring that federal and state requirements are properly implemented. According to the EPA, this designated person is not required to be a licensed asbestos consultant, but the district must verify that he/she has received proper training. The specific knowledge that the designated person must have is described in the EPA's publication How to Manage Asbestos in School Buildings: AHERA Designated Person's Self-Study Guide. The following section may be revised to reflect the position designated to fulfill this responsibility, who may be the same person designated above to coordinate all the district's environmental safety programs.

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, training on the health effects of asbestos; detection, identification, and assessment of asbestos-containing **building** materials; options for controlling asbestos-containing building materials; asbestos management programs; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The designated employee shall ensure that the district complies with the following requirements:

ENVIRONMENTAL SAFETY (continued)

1. School facilities shall be inspected for asbestos-containing **building** materials as necessary in accordance with the following:
 - a. Any school building that is leased, acquired, or otherwise used by the district shall be inspected for asbestos-containing **building** materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)
 - b. At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)
 - c. At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)
2. Based on the results of the inspection, an appropriate response which is sufficient to protect human health and the environment shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)
3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in district and school offices during normal business hours. Parent/guardian, teacher, and employee organizations shall be annually informed of the availability of these plans. (40 CFR 763.84, 763.93)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)

ENVIRONMENTAL SAFETY (continued)

5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal regulations for the protection and safety of workers and all other individuals. (Education Code 49410.5; 40 CFR 763.84, **763.90**)

Asbestos inspection and abatement work, preparation of a management plan, and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing **building** materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing **building** materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)
8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

(8/13 5/18) 5/19

Center Unified SD

Administrative Regulation

Environmental Safety

AR 3514

Business and Noninstructional Operations

The Superintendent may designate and train one or more employees to oversee and coordinate the district's environmental safety program(s). The responsibilities of the coordinator(s) shall include, but are not limited to, overseeing assessments of district facilities, recommending strategies for the prevention and mitigation of environmental health risks, ensuring effective implementation of environmental safety strategies, and reporting to the Superintendent regarding the district's progress in addressing environmental safety concerns.

(cf. 3510 - Green School Operations)

(cf. 3511 - Energy and Water Management)

(cf. 3517 - Facilities Inspection)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5142 - Safety)

(cf. 7111 - Evaluating Existing Buildings)

(cf. 7150 - Site Selection and Development)

Indoor Air Quality

In order to provide proper ventilation, humidity, and temperature in school facilities and to reduce indoor air contaminants, the Superintendent or designee shall ensure that the following strategies are implemented:

1. Mechanically driven heating, ventilation, and air conditioning systems shall be operated continuously during working hours except under the circumstances specified in 8 CCR 5142. The systems shall be inspected at least annually and problems corrected within a reasonable time. Where the air supply is filtered, the filters shall be replaced or cleaned regularly to prevent significant reductions in airflow. Documentation of inspections, tests of ventilation rates, and maintenance shall be retained for at least five years. (8 CCR 5142-5143)

(cf. 3580 - District Records)

Staff shall ensure that airflow is not obstructed by the blocking of ventilators with posters, furniture, books, or other obstacles.

2. School facilities shall be regularly inspected for water damage, spills, leaks in plumbing and roofs, poor drainage, and improper ventilation so as to preclude the buildup

of mold and mildew. Wet building materials and furnishings shall be dried within 48 hours if possible to prevent mold growth. When evidence of mold or mildew is found, maintenance staff shall locate and repair the source of water intrusion and remove or clean moldy materials.

3. Exterior wall and foundation cracks and openings shall be sealed as soon as possible to minimize seepage of radon into buildings from surrounding soils.

4. Least toxic pest management practices shall be used to control and manage pests at school sites. (Education Code 17608-17614; Food and Agriculture Code 13182)

(cf. 3514.2 - Integrated Pest Management)

5. The Superintendent or designee shall install a carbon monoxide detector or alarm in all school buildings that contain a fuel-burning appliance, fireplace, or forced-air furnace. The device or alarm shall be located in close proximity to the appliance in order to accurately detect and alert school personnel of any leakage of carbon monoxide. (24 CCR 915.1-915.7)

6. Schedules and practices for routine housekeeping and maintenance shall be designed to effectively reduce levels of dust, dirt, and debris. Plain water, soap and water, or low-emission cleaning products shall be used whenever possible. Aerosols, including air fresheners and other products containing ozone, shall be avoided to the extent possible.

(cf. 5141.23 - Asthma Management)

7. Painting of school facilities and maintenance or repair activities that require the use of potentially harmful substances shall be limited to those times when school is not in session. Following any such activity, the facility shall be properly ventilated with adequate time allowed prior to reopening for use by any person.

8. Paints, adhesives, and solvents shall be used and stored in well-ventilated areas. These items shall be purchased in small quantities to avoid storage exposure.

(cf. 3514.1 - Hazardous Substances)

9. To the extent possible, printing and duplicating equipment that may generate indoor air pollutants, such as methyl alcohol or ammonia, shall be placed in locations that are well ventilated and not frequented by students and staff.

10. The district's tobacco-free schools policy shall be consistently enforced in order to reduce the health risks caused by second-hand smoke.

(cf. 3513.3 - Tobacco-Free Schools)

11. Staff and students may be asked to refrain from bringing common irritants such as furred or feathered animals, stuffed toys that may collect dust mites, scented candles, incense, or air fresheners and from using perfume or cologne, scented lotion or hair spray, nail polish or nail polish remover, or other personal care products that are not fragrance-free in classrooms or other enclosed areas or buildings.

(cf. 6163.2 - Animals at School)

Outdoor Air Quality

The Superintendent or designee may monitor local health advisories and outdoor air quality alerts, including forecasts of ozone levels, particle pollution, ultraviolet radiation levels, and/or temperature and humidity.

Whenever these measures indicate a significant health risk, the Superintendent or designee shall communicate with each principal so that outdoor activities, especially those requiring prolonged or heavy exertion, may be avoided, limited in duration, or modified as necessary for all persons or for persons who may be particularly susceptible to the health risk involved.

(cf. 5141.7 - Sun Safety)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

Vehicle Emissions

In order to reduce public exposure to toxic air contaminants, school bus drivers and other drivers of commercial motor vehicles shall limit unnecessary idling of vehicles at or near schools in accordance with 13 CCR 2480. The Superintendent or designee may also request parents/guardians to turn off their vehicles when they are idling on school grounds and encourage students to walk and/or bicycle to school.

(cf. 3540 - Transportation)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3542 - School Bus Drivers)

(cf. 5142.2 - Safe Routes to School Program)

Any diesel-fueled, dual-fueled, or alternative diesel-fueled school bus with a gross vehicle weight rating over 14,000 pounds shall be equipped with a particulate filter designed to reduce particulate matter emissions, oxides of nitrogen emissions, and other pollutants. (13 CCR 2025)

Drinking Water

The quality and safety of the district's drinking water sources shall be regularly assessed,

and drinking fountains shall be regularly cleaned and maintained to avoid the presence of dirt, mold, or other impurities or health concerns.

Whenever any contaminants in the drinking water are determined to be a concern, the Superintendent or designee shall take reasonable steps to identify the source and mitigate the concern to ensure the availability of safe drinking water. As needed, the Superintendent or designee shall provide alternative sources of drinking water, such as bottled water, to ensure that students have access to fresh drinking water at mealtimes and at other times throughout the day.

(cf. 3550 - Food Service/Child Nutrition Program)

Whenever testing of drinking water finds concentrations of lead that exceed federal and state standards, the Superintendent or designee shall notify parents/guardians and take immediate steps to make inoperable any fountains or faucets where excess lead levels may exist. (Health and Safety Code 116277)

Lead Exposure

In addition to keeping school facilities as dust-free and clean as possible, the following steps shall be taken to minimize potential exposure to lead in school facilities:

1. Lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall not be used in the construction of any new school facility or the modernization or renovation of any existing school facility. (Education Code 32244)
2. Lead exposure hazards shall be evaluated before any renovation or remodeling is begun, and children shall not be allowed in or near buildings in which these activities may create lead dust. Contractors and workers shall comply with state and federal standards related to the handling and disposal of lead debris and the clean-up and containment of dust within the construction area.
3. Lead-based painted surfaces that are in good condition shall be kept intact. If lead-based paint is peeling, flaking, or chalking, contractors or workers shall follow state and federal standards for safe work practices to minimize contamination when removing the paint.
4. Soil with low lead content may be covered with grass, other plantings, concrete, or asphalt. For soil with high lead content, removal and abatement are required.
5. Drinking water shall be regularly tested for lead and remediated as provided in the section "Drinking Water" above.

Any action to abate existing lead hazards, excluding containment or cleaning, shall be taken only by contractors, inspectors, and workers certified by the California Department of Public Health in accordance with 17 CCR 35001-35099. (Education Code 32243)

The Superintendent or designee shall notify parent/guardians, teachers, and staff members if significant risk factors for lead exposure are found. (Education Code 32243)

Mercury Exposure

The Superintendent or designee shall identify any products containing mercury that are present in district facilities and, to the extent possible, shall replace them with mercury-free alternatives.

Staff shall receive information about proper procedures to follow in the event of a mercury spill. Clean-up instructions, a clearly labeled kit with necessary clean-up supplies, and a list of local resources shall be readily accessible.

In the event of a spill, staff shall evacuate all students from the immediate area of the spill, ensure that any clothing or other items with mercury on them remain in the room, open windows to the outside, and close doors to other parts of the school. Staff who are trained in proper clean-up procedures may carefully clean a small spill. As needed for larger or difficult-to-clean spills, the Superintendent or designee shall use an experienced professional referred by the local health department or environmental agency.

Any products containing mercury shall be properly disposed at an appropriate hazardous waste collection facility.

Asbestos Management

The Superintendent shall designate an employee who shall ensure that the district's responsibilities related to asbestos inspection and abatement are implemented in accordance with federal and state regulations. This employee shall receive adequate training to perform these duties, including, as necessary, training on the health effects of asbestos; detection, identification, and assessment of asbestos-containing materials; options for controlling asbestos-containing building materials; asbestos management programs; and relevant federal and state regulations. (40 CFR 763.84)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The designated employee shall ensure that the district complies with the following requirements:

1. School facilities shall be inspected for asbestos-containing materials as necessary in accordance with the following:

- a. Any school building that is leased, acquired, or otherwise used by the district shall be inspected for asbestos-containing materials prior to its use as a school building, unless exempted by federal regulations. (40 CFR 763.85, 763.99)

b. At least once every six months, the district shall conduct a periodic surveillance consisting of a visual inspection of each school building that contains or is assumed to contain asbestos-containing building materials. (40 CFR 763.92)

c. At least once every three years, the district shall conduct a re-inspection of all known or assumed asbestos-containing building materials in each school building. (40 CFR 763.85)

2. Based on the results of the inspection, an appropriate response which is sufficient to protect human health and the environment shall be determined from among the options specified in 40 CFR 763.90. The district may select the least burdensome response, taking into consideration local circumstances, including occupancy and use patterns within the school building and economic concerns such as short-term and long-term costs. (40 CFR 763.90)

3. An asbestos management plan for each school site shall be maintained and regularly updated to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities. (15 USC 2643; 40 CFR 763.93)

The asbestos management plan shall be available for inspection in district and school offices during normal business hours. Parent/guardian, teacher, and employee organizations shall be annually informed of the availability of these plans. (40 CFR 763.84, 763.93)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

4. Staff, students, and parents/guardians shall be informed at least once each school year about any inspections, response actions, and post-response actions, including periodic re-inspection and surveillance activities, that are planned or in progress. (40 CFR 763.84)

5. Inspections, re-inspections, periodic surveillance, and response actions, including operations and maintenance, shall be conducted in compliance with state and federal regulations for the protection and safety of workers and all other individuals. (Education Code 49410.5; 40 CFR 763.84)

Asbestos inspection and abatement work, preparation of a management plan, and any maintenance activities that may disturb asbestos-containing building materials, except for emergency repairs or small-scale, short-duration maintenance activities, shall be completed by state-certified asbestos inspectors or contractors. (15 USC 2646; 40 CFR 763.84, 763.85, 763.91)

6. All custodial and maintenance employees shall be properly trained in accordance

with applicable federal and/or state regulations. (40 CFR 763.84)

All district maintenance and custodial staff who may work in a building that contains asbestos-containing materials, regardless of whether they are required to work with such materials, shall receive at least two hours of related asbestos awareness training. New maintenance and custodial staff shall receive such training within 60 days after beginning employment. Any maintenance or custodial staff who conduct activities that will disturb asbestos-containing materials shall receive 14 hours of additional training. The trainings shall address the topics specified in 40 CFR 763.92. (15 USC 2655; 40 CFR 763.84, 763.92)

7. Short-term workers, such as telephone repair workers, utility workers, or exterminators, who may come in contact with asbestos in a school shall be provided information regarding the locations of known or suspected asbestos-containing building materials. (40 CFR 763.84)

8. Warning labels shall be posted immediately adjacent to any known or suspected asbestos-containing building material located in routine maintenance areas in accordance with 40 CFR 763.95. (40 CFR 763.84)

The district shall maintain, in both the district and school offices and for a period of three years, records pertaining to each preventive measure and response action taken; staff training; periodic surveillances conducted; cleaning, operations, and maintenance activities; and any fiber release episode. (40 CFR 763.94)

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: December 13, 2017 Antelope, California
revised: June 13, 2018

CSBA Sample

Board Policy

Business and Noninstructional Operations

BP 3540(a)

TRANSPORTATION

Note: Pursuant to Education Code 39800, the **Governing** Board may provide transportation for students to and from school whenever such transportation is advisable and good reasons exist to provide these services. The following **optional** policy is for use by districts that choose to provide transportation services, ~~either~~ through their own transportation system, contracting out, or other methods, **and should be revised to reflect district practice.**

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness. **In determining t**~~The extent to which the district will provides for~~ transportation services, **the Board shall weigh shall depend upon** student and community needs **and against the cost of providing such services a continuing** ~~assessment of financial resources.~~

(cf. 3100 - Budget)

(cf. ~~3250 - Transportation Fees~~)

(cf. 3541 - Transportation Routes and Services)

(cf. 3541.1 - Transportation for School-Related Trips)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict ~~Agreements~~ Attendance)

(cf. 6178.2 - Regional Occupational Center/Program)

The Superintendent or designee shall recommend to the Board ~~the most~~ economical, **environmentally sustainable**, and appropriate means of providing transportation services.

(cf. 3510 - Green School Operations)

Note: **The following paragraph may be revised to reflect district practice. Pursuant to Education Code 39800 and 39802,** ~~t~~The district may use one or more means to provide transportation, as indicated below. For example, the district may use ~~one method~~ school buses for its regular home-to-school program and ~~another method~~ contract with private parties to provide transportation for field trips ~~or transportation for students with disabilities. This section should be revised to reflect district practice.~~

~~To provide transportation services, the Governing~~ **The Board** may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

TRANSPORTATION (continued)

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

Note: The following paragraph is optional. If a district that has been providing transportation decides instead to have alternative transportation provided through an outside company or volunteers, this action may constitute "contracting out" and be subject to negotiation pursuant to the Educational Employment Relations Act (Government Code 3540-3549.3).

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

Note: The following optional paragraph is for use by districts that choose to require parents/guardians of transported students to pay a portion of the cost of transportation as authorized by Education Code 39807.5. Pursuant to Education Code 39807.5, the district must waive the fee for students with financial need and students with disabilities whose individualized education program includes transportation as a related service necessary for the student to receive a free appropriate public education. See BP/AR 3250 - Transportation Fees.

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and BP/AR 3250 - Transportation Fees.

(cf. 3250 - Transportation Fees)

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to ~~—~~(Education Code 35350) or the evacuation of students as necessary for their safety.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

(cf. 3543 - Transportation Safety and Emergencies)

(cf. 5131.1 - Bus Conduct)

Note: The following optional paragraph is for use by districts that maintain their own transportation system and may be revised to reflect district practice. Pursuant to Penal Code 637.7, the district is authorized, as the registered owner of the school bus, to use electronic tracking systems to determine the location or movement of the vehicle. It is recommended that school bus drivers be notified when a bus is so equipped.

TRANSPORTATION (continued)

In addition to using a global positioning system (GPS) to locate a bus in an emergency or to track delays, the district may choose to authorize parents/guardians to access the location data so that they may determine when their child has been picked up or dropped off at a bus stop.

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators and parents/guardians.

Note: The following **optional** paragraph is for use by districts that maintain their own transportation system.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

(cf. 3542 - School Bus Drivers)

Legal Reference: (see next page)

TRANSPORTATION (continued)

Legal Reference:

EDUCATION CODE

35330 Excursions and field trips

35350 Authority to transport pupils

39800-39860 Transportation, especially:

39800 Powers of governing board to provide transportation for pupils to and from school; definition of "municipally owned transit system"

39801 Contract with County Superintendent of Schools to provide transportation

39802-39803 Bids and contracts for transportation services

39806 Payments to parents in lieu of transportation

39807 Food and lodging payments in lieu of transportation

39807.5 Transportation fees

39808 District transportation of private school students

41850-41854 Allowances for transportation

41860-41862 Supplemental allowances for transportation

45125.1 Criminal background checks for contractors

52311 Regional occupational centers, transportation

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

PENAL CODE

637.7 Electronic tracking devices

VEHICLE CODE

2807 School bus inspection

CODE OF REGULATIONS, TITLE 5

14100-14103 Use of school buses and school pupil activity buses

15240-15343 Allowances for student transportation, especially:

15253-15272 District records related to transportation

VEHICLE CODE

2807 School bus inspection

CODE OF REGULATIONS, TITLE 13

2025 Retrofitting of diesel school buses

COURT DECISIONS

Arcadia Unified School District et. al. v. State Department of Education, 2 Cal. 4th 251 (1992)

(6/92 10/97) 5/19

Center Unified SD

Board Policy

Transportation

BP 3540

Business and Noninstructional Operations

The Governing Board provides transportation for eligible students in accordance Board policy, administrative regulations, and state and federal law. Transportation services shall depend upon student needs and a continuing assessment of financial resources, including district funds and state reimbursements.

The goals of our transportation service are:

1. To provide maximum safety for students between home and school and on school-sponsored trips.
2. To promote desirable student behavior and respect for traffic safety.
3. To provide assistance and transportation for handicapped students.
4. To provide transportation for field trips.

All school buses shall comply with inspection requirements specified in the Vehicle Code and administered by the California Highway Patrol.

The district may contract with a private carrier for transportation services whenever such an arrangement may be more economical than using district-owned or leased vehicles.

Legal Reference:

EDUCATION CODE

35330 Excursions and field trips

35350-35351 Authority to transport pupils

39800-39860 Transportation

41850-41854 Allowances for transportation

CODE OF REGULATIONS, TITLE 5

14100-14103 Use of school buses and school pupil activity buses

VEHICLE CODE

2807 School bus inspection

Policy CENTER UNIFIED SCHOOL DISTRICT
adopted: January 23, 1989 Antelope, California

Delete

Center Unified SD Administrative Regulation Transportation

AR 3540

Business and Noninstructional Operations

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student. (Education Code 35350)

Means of Transportation

To provide transportation services, the Governing Board may purchase, rent or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802- 39803)

(cf. 3311 - Bids)

(cf. 3312 - Contracts)

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: March 18, 1998 Antelope, California

CSBA Sample

Board Policy

All Personnel

BP 4119.22(a)

4219.22

DRESS AND GROOMING

4319.22

Note: The following **optional** policy may be revised to reflect district practice. **Government Code 12949**, several court cases, and Public Employment Relations Board (PERB) decisions support districts' non-negotiable management prerogative to adopt a dress code. However, in 22 PERC P29, 136, PERB determined that districts must provide the exclusive bargaining representative with an opportunity to bargain over the "effects" of the dress code which may have an impact on matters within scope of representation. ~~In addition, AB 196 (Ch. 164, Statutes of 2003) added Government Code 12949 to clarify that employers may require employees to comply with reasonable workplace appearance, grooming and dress standards, provided that employees are allowed to appear or dress consistently with their gender identity.~~ Districts should consult legal counsel when prescribing or prohibiting specific items of clothing.

The Governing Board believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and do not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

(cf. 0415 - Equity)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4112.21/4212.21/4312.21 - Professional Standards)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5132 - Dress and Grooming)

The district shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression. (Government Code 12949)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

In addition, the district shall not dismiss an employee, discriminate against an employee in compensation or in terms, conditions, or privileges of employment, or refuse to hire a job applicant on the basis of religious dress or grooming practices. (Government Code 12926, 12940)

This policy shall be presented to employees upon employment, through the employee handbook or other appropriate means, and may be periodically reviewed with all employees as necessary.

Legal Reference: (see next page)

DRESS AND GROOMING (continued)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of representation

12926 Definitions

12940 Unfair employment practices

12949 Dress standards, consistency with gender identity

COURT DECISIONS

San Mateo City School District v. PERB (1983) 33 Cal. 3d 850

Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100

East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 856

Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Santa Ana Unified School District (1998) 22 PERC P29, 136

Inglewood Unified School District (1985) 10 PERC P17, 000

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

Transgender Rights in the Workplace

WEB SITES

California Department of Fair Employment and Housing: <https://www.dfeh.ca.gov>

Public Employment Relations Board: <http://www.perb.ca.gov>

Center Unified SD

Board Policy

Dress And Grooming

BP 4119.22

Personnel

The Governing Board believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5132 - Dress and Grooming)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of representation

12949 Dress standards, consistency with gender identity

COURT DECISIONS

San Mateo City School District v. PERB, (1983) 33 Cal. 3d 850

Domico v. Rapides Parish School Board, (5th Cir. 1982) 675 F.2d 100

East Hartford Education Assn. v. Board of Education, (2d Cir. 1977) 562 F. 2d 856

Finot v. Pasadena Board of Education, (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Santa Ana Unified School District, (1998) 22 PERC P29, 136

Inglewood Unified School District, (1985) 10 PERC P17, 000

Management Resources:

WEB SITES

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy CENTER UNIFIED SCHOOL DISTRICT
adopted: October 6, 2004 Antelope, California

Center Unified SD

Board Policy

Dress And Grooming

BP 4219.22

Personnel

The Governing Board believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5132 - Dress and Grooming)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of representation

12949 Dress standards, consistency with gender identity

COURT DECISIONS

San Mateo City School District v. PERB, (1983) 33 Cal. 3d 850

Domico v. Rapides Parish School Board, (5th Cir. 1982) 675 F.2d 100

East Hartford Education Assn. v. Board of Education, (2d Cir. 1977) 562 F. 2d 856

Finot v. Pasadena Board of Education, (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Santa Ana Unified School District, (1998) 22 PERC P29, 136

Inglewood Unified School District, (1985) 10 PERC P17, 000

Management Resources:

WEB SITES

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy CENTER UNIFIED SCHOOL DISTRICT
adopted: October 6, 2004 Antelope, California

Center Unified SD

Board Policy

Dress And Grooming

BP 4319.22

Personnel

The Governing Board believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5132 - Dress and Grooming)

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of representation

12949 Dress standards, consistency with gender identity

COURT DECISIONS

San Mateo City School District v. PERB, (1983) 33 Cal. 3d 850

Domico v. Rapides Parish School Board, (5th Cir. 1982) 675 F.2d 100

East Hartford Education Assn. v. Board of Education, (2d Cir. 1977) 562 F. 2d 856

Finot v. Pasadena Board of Education, (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Santa Ana Unified School District, (1998) 22 PERC P29, 136

Inglewood Unified School District, (1985) 10 PERC P17, 000

Management Resources:

WEB SITES

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy CENTER UNIFIED SCHOOL DISTRICT
adopted: October 6, 2004 Antelope, California

CSBA Sample

Board Policy

Students

BP 5131.2(a)

BULLYING

Note: Education Code 234.4, as added by AB 2291 (Ch. 491, Statutes of 2018), mandates districts to adopt, on or before December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. The following policy and accompanying administrative regulation contain sample procedures that fulfill this mandate and may be revised to reflect district practice.

In addition, Education Code 234.1 and federal law mandate that the Governing Board adopt policy prohibiting discrimination, harassment, intimidation, ~~retaliation~~, and bullying based on specified characteristics **and ensuring the protection of complainants from retaliation.** ~~AB 699 (Ch. 493, Statutes of 2017) amended Education Code 234.1 to include immigration status as a protected class.~~ Also see BP 5145.3 - Nondiscrimination/Harassment for language fulfilling this mandate.

In its October 2010 Dear Colleague Letter: Harassment and Bullying, the U.S. Department of Education Office for Civil Rights (OCR) clarified that misconduct that falls under a district's general anti-bullying policy may also trigger responsibilities under one or more federal **or state** antidiscrimination laws if the bullying is on the basis of race, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, and/or another legally protected category. ~~If so,~~ Federal law requires the district to **take immediate and appropriate action** to investigate or otherwise determine what occurred and, if it finds that unlawful discrimination did occur, take prompt and effective steps reasonably calculated to end the **harassment discrimination**, eliminate any hostile environment and its effects, and prevent the **harassment discrimination** from recurring.

~~In addition,~~ OCR's ~~August 2013~~ **October 2014** Dear Colleague Letter: Responding to Bullying of Students with Disabilities points out that any bullying of ~~any~~ student with a ~~disability~~ that results in the student not receiving meaningful educational benefit constitutes a denial of a free appropriate public education and must be remedied under the federal Individuals with Disabilities Education Act. As necessary, the school may need to convene the student's individualized education program (IEP) team to determine whether the student's needs have changed as a result of the bullying and, if so, revise the IEP to ensure that the student continues to receive appropriate special education and related services.

Thus, while this policy is intended to prevent and address all types of bullying incidents among students, ~~school officials need to know that~~ when "discriminatory bullying" is committed and the bullying is sufficiently serious to create a hostile educational environment for the alleged victim or to otherwise deny or limit ~~his/her~~ **the student's** educational benefits and services, including denial of a free appropriate public education, the alleged victim must be afforded the protections specified under relevant state and/or federal law.

The Governing Board recognizes the harmful effects of bullying on student **well-being, student** learning, and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. ~~District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.~~ No individual or group shall, through physical, written, verbal, **visual**, or other means, harass, sexually harass, threaten, intimidate, ~~retaliate~~, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, **or retaliate against them for filing a complaint or participating in the complaint resolution process.**

(cf. 5131 - Conduct)

BULLYING (continued)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

~~Note: Pursuant to Education Code 48900, the definition of "bullying" for purposes of establishing grounds for suspension or expulsion includes bullying via an electronic act, such as posting of messages on social media networks, and includes electronic acts that originate off-campus; see the section "Discipline" below and AR 5144.1—Suspension and Expulsion/Due Process.~~

~~In addition, Penal Code 653.2 makes it a crime to distribute another person's personally identifiable information electronically with the intent to cause harassment by a third party, and to threaten a person's safety or that of his/her family (e.g., placing a person's address online so that he/she receives harassing messages).~~

~~Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images as defined in Education Code 48900. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.~~

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6163.4 - Student Use of Technology)

~~Note: Education Code 32282 encourages districts to include bullying prevention policies and procedures in their comprehensive safety plan; see BP 0450—Comprehensive Safety Plan. In addition, Education Code 52060-52077 require the Board to adopt and annually update a local control and accountability plan which includes, among other specified state priorities, goals for addressing school climate; see BP/AR 0460—Local Control and Accountability Plan. Pursuant to Education Code 52060, school climate should be measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable.~~

~~Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.~~

(cf. 0420—School Plans/Site Councils)

(cf. 0450—Comprehensive Safety Plan)

(cf. 0460—Local Control and Accountability Plan)

(cf. 1220—Citizen Advisory Committees)

(cf. 6020—Parent Involvement)

~~Note: Because bullying is not limited to one and its effects extend beyond the school environment, collaboration among a variety of community agencies and organizations that serve youth may be helpful in preventing and responding to bullying. For further information about building a collaborative, see CSBA's publications Safe Schools: Strategies for Governing Boards to Ensure Student Success and Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement.~~

BULLYING (continued)

The Superintendent or designee shall develop strategies for addressing bullying in district schools ~~shall be developed~~ with the involvement of ~~key stakeholders, including~~ students, parents/guardians, and staff. As appropriate, the Superintendent or designee may **also** collaborate with ~~law enforcement, courts,~~ social services, mental health services, law enforcement, courts, **and** other agencies; and community organizations in the development and implementation of **joint effective** strategies to promote safety in schools and the community ~~and to provide services for alleged victims and perpetrators of bullying.~~

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6020 - Parent Involvement)

Bullying Prevention

Note: Education Code 32282 encourages districts to include bullying prevention policies and procedures in their comprehensive safety plan; see BP 0450 - Comprehensive Safety Plan. In addition, Education Code 52060-52077 require the Board to adopt and annually update a local control and accountability plan which includes, among other specified state priorities, goals for addressing school climate; see BP/AR 0460 - Local Control and Accountability Plan. Pursuant to Education Code 52060, school climate should be measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable.

Such strategies shall may be incorporated into the comprehensive safety plan **and, to the extent possible, into** the local control and accountability plan; and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

~~To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.~~

(cf. 5137 - Positive School Climate)

Note: California content standards related to student education about bullying and violence prevention (e.g., recognizing the characteristics of bullying, examining the effects of bullying on others, demonstrating what to say and do when witnessing bullying) are addressed within the health education content standards adopted by the State Board of Education.

~~47 USC 254 mandates districts that receive e-rate discounts to adopt a policy which addresses educating students about appropriate online behavior, including the interaction with other individuals on social networking web sites and in chat rooms, as well as providing information about cyberbullying awareness and response. See BP 6163.4 - Student Use of Technology for language implementing this mandate.~~

BULLYING (continued)

~~As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict-resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.~~

~~(cf. 6142.8—Comprehensive Health Education)~~

~~(cf. 6142.94—History/Social Science Instruction)~~

~~Note: Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), requires districts to educate students about the negative impact of bullying based on actual or perceived immigration status or religious beliefs and customs. The following paragraph reflects the California Attorney General's model policy developed pursuant to Education Code 234.7, contained in the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, and has been expanded to include education about the impact of bullying based on any other individual characteristic.~~

~~Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.~~

~~Note: Pursuant to Education Code 234.7, as added by AB 699 (Ch. 493, Statutes of 2017), districts are mandated to adopt policy, equivalent to that developed by the Attorney General, which requires the provision of staff training with the components specified below:~~

~~The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:~~

- ~~1. Discuss the diversity of the student body and school community, including their varying immigration experiences~~
- ~~2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims~~
- ~~3. Identify the signs of bullying or harassing behavior~~
- ~~4. Take immediate corrective action when bullying is observed~~
- ~~5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior~~

~~(cf. 4131—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

BULLYING (continued)

~~Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.~~

Intervention

~~Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.~~

~~Note: Although Education Code 234.1 requires the district to adopt a policy requiring school personnel who witness acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against students based on the actual or perceived status of the student belonging to a protected class to take immediate steps to intervene when it is safe to do so, it is recommended that districts apply this policy equally to all students; also see AR 5145.3 Nondiscrimination/Harassment.~~

~~School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)~~

~~When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.~~

~~The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)~~

~~(cf. 6164.2 Guidance/Counseling Services)~~

Reporting and Filing of Complaints

~~Note: The following reporting process may be revised to reflect district practice.~~

~~Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.~~

~~Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.~~

BULLYING (continued)

~~Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 Uniform Complaint Procedures.~~

~~(cf. 1312.3 Uniform Complaint Procedures)~~

Note: ~~Districts have the authority to monitor student use of the district's Internet system and to conduct individual searches of student accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12 Search and Seizure and BP/E 6163.4 Student Use of Technology.~~

~~When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.~~

~~When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.~~

Investigation and Resolution of Complaints

Note: Pursuant to Education Code 234.1, districts are required to adopt a process for receiving and investigating complaints involving unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) based on **specified characteristics race or ethnicity, nationality, gender, sex, sexual orientation, religion, immigration status, or any characteristic contained in the definition of hate crimes in Penal Code 422.55.** Pursuant to 5 CCR 4600-4633, the **uniform complaint procedures (UCP)** must be used for this purpose. In addition, federal regulations require districts to adopt procedures providing for prompt and equitable resolution of complaints of unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) on the basis of sex (34 CFR 106.8), disability (34 CFR 104.7 and 28 CFR 35.107), and age (34 CFR 110.25).

Although some bullying incidents may not fall within the provisions of Education Code 234.1 or federal civil rights regulations, CSBA strongly recommends that districts use the UCP to investigate all bullying incidents (whether discriminatory or nondiscriminatory) to ensure consistent implementation by district staff. It is not always easy or possible for staff to know prior to an investigation whether a student was bullied because of ~~his/her~~ **an** actual or perceived membership in a legally protected class. Those bullying incidents found to involve discrimination based on the results of the investigation would then be resolved using the UCP. When a bullying incident is determined to be nondiscriminatory, it should be resolved through the appropriate disciplinary process. Districts that are concerned about the capacity of a single district compliance officer to handle a possible increase in the number of UCP complaints, or that prefer to handle certain incidents at the school site level whenever possible, may designate multiple compliance officers in accordance with AR 1312.3 - Uniform Complaint Procedures.

BULLYING (continued)

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.3 - Uniform Complaint Procedures)

Discipline

~~Note: Pursuant to Education Code 48900-48900.4, "bullying" is a ground for suspension or expulsion; see AR 5144.1 - Suspension and Expulsion/Due Process.~~

~~The courts have generally upheld discipline for off-campus student conduct that poses an identifiable threat to the safety of other students, staff, or school property or presents a risk of substantial disruption of school activities, provided that the district is able to document the impact or disruption that the conduct has, or could be expected to have, on school activities (e.g., Wynar v. Douglas County School District, Lavine v. Blaine School District). The court in J.C. v. Beverly Hills Unified School District found that the district would be able to discipline a student for a video recorded off campus and posted on YouTube, but that the discipline imposed on this particular student was not justified since the district did not present evidence of specific facts that led school officials to predict that the video would cause substantial disruption (e.g., the video was not violent or threatening nor did it lead to any confrontations between the students).~~

~~Consistent with these interpretations, Education Code 48900 defines bullying by means of an electronic act to include creation or transmission originating on or off the school site. Thus, for purposes of determining whether the conduct may be subject to suspension or expulsion, the act does not necessarily need to have been committed while at school, while coming to or from school, or during a school sponsored activity. Nevertheless, the act needs to satisfy the criteria specified in the definition of "bullying" in Education Code 48900 (i.e., a severe or pervasive physical or verbal act or conduct that has or can be reasonably predicted to have the effect of placing a reasonable student in fear of harm to his/her person or property, causing a substantially detrimental effect on his/her physical or mental health, causing substantial interference with his/her academic performance, or causing substantial interference with his/her ability to participate in or benefit from school services, activities, or privileges).~~

~~When the conduct does not rise to the level specified in Education Code 48900, the district may implement interventions other than suspension or expulsion to address the bullying. For further information, see CSBA's policy brief Cyberbullying: Policy Considerations for Boards. Also see BP 5131 - Conduct and BP 5145.2 - Freedom of Speech/Expression.~~

~~Additionally, districts should note that, in the context of discriminatory bullying on the basis of race, color, national origin, sex, or disability, federal law and regulations require school districts to impose discipline on students, up to and including suspension and expulsion, where necessary to remedy the effects of a hostile environment and prevent the discrimination from recurring.~~

~~Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.~~

BULLYING (continued)

~~(cf. 5138—Conflict Resolution/Peer Mediation)~~
~~(cf. 5144—Discipline)~~
~~(cf. 5144.1—Suspension and Expulsion/Due Process)~~
~~(cf. 5144.2—Suspension and Expulsion/Due Process (Students with Disabilities))~~
~~(cf. 6159.4—Behavioral Interventions for Special Education Students)~~

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

~~(cf. 4118 - Dismissal/Suspension/Disciplinary Action)~~
~~(cf. 4119.21/4219.21/4319.21 - Professional Standards)~~
~~(cf. 4218 - Dismissal/Suspension/Disciplinary Action)~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources: (continued)

BULLYING (continued)*Management Resources:***CSBA PUBLICATIONS***Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014**Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014**Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012**Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011**Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007 rev. July 2010**Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009**Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007***CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS****Bullying Module***California's Social and Emotional Learning: Guiding Principles, 2018**Social and Emotional Learning in California: A Guide to Resources, 2018**Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008**Bullying at School, 2003***CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS***Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018***U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS***Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014**Guidance to America's Schools: Bullying of Students with Disabilities, October 2014**Dear Colleague Letter: Bullying of Students with Disabilities, August 2013**Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010**Dear Colleague Letter: Harassment and Bullying, October 2010***WEB SITES***CSBA: <http://www.csba.org>**California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ls/ss>**California Office of the Attorney General: <http://oag.ca.gov>**Center on Great Teachers and Leaders: <https://gtlcenter.org>**Collaborative for Academic Social and Emotional Learning: <https://casel.org>**Common Sense Media: <http://www.common Sense Media.org>**National School Safety Center: <http://www.schoolsafety.us>**Partnership for Children and Youth: <https://www.partnerforchildren.org>**U.S. Department of Education: <http://www.ed.gov>*

(7/15 5/18) 5/19

Center Unified SD

Board Policy

Bullying Prevention & Intervention

BP 5131.2

Students

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide a safe school environment that protects students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images as defined in Education Code 48900. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6163.4 - Student Use of Technology)

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community

organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

(cf. 1020 - Youth Services)

Bullying Prevention

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

(cf. 5137 - Positive School Climate)

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.94 - History-Social Science Instruction)

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in

instances of criminal behavior

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California's Social and Emotional Learning: Guiding Principles, 2018

Health Education Content Standards for California Public Schools: Kindergarten

Through Grade Twelve, 2008

Bullying at School, 2003

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS
PUBLICATIONS

Guidance to Schools: Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

California Office of the Attorney General: <http://oag.ca.gov>

Center on Great Teachers and Leaders: <https://gtlcenter.org>

Collaborative for Academic Social and Emotional Learning: <https://casel.org>

Common Sense Media: <http://www.commonsensemedia.org>

National School Safety Center: <http://www.schoolsafety.us>

Partnership for Children and Youth: <https://www.partnerforchildren.org>

U.S. Department of Education: <http://www.ed.gov>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: June 13, 2018 Antelope, California

CSBA Sample

Administrative Regulation

Students

AR 5131.2(a)

BULLYING

Note: Education Code 234.4, as added by AB 2291 (Ch. 491, Statutes of 2018), mandates districts to adopt, on or before December 31, 2019, procedures for preventing acts of bullying, including cyberbullying. The following administrative regulation may be revised to reflect district practice.

Definitions

Note: The following section reflects definitions and examples of bullying and cyberbullying contained in the California Department of Education's (CDE) Bullying Module and may be revised to reflect district practice.

Education Code 48900 defines "bullying," including bullying via an electronic act, for purposes of establishing grounds for suspension or expulsion. See AR 5144.1 - Suspension and Expulsion/Due Process. In addition, Penal Code 653.2 makes it a crime to distribute another person's personally identifiable information electronically with the intent to place that person in reasonable fear of the person's own or a family member's safety and for the purpose of imminently cause causing harassment or injury by a third party, and to threaten a person's safety or that of his/her family (e.g., placing a person's address online so that he/she receives harassing messages).

Bullying is an unwanted, aggressive behavior that involves a real or perceived imbalance of power between individuals with the intent to cause emotional or physical harm. Bullying can be physical, verbal, or social/relational and involves repetition or potential repetition of a deliberate act.

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images. Cyberbullying also includes breaking into another person's electronic account and or assuming that person's online identity in order to damage that person's reputation.

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6163.4 - Student Use of Technology)

Examples of the types of conduct that may constitute bullying and are prohibited by the district include, but are not limited to:

1. **Physical bullying that inflicts harm upon a person's body or possessions, such as hitting, kicking, pinching, spitting, tripping, pushing, taking or breaking someone's possessions, or making cruel or rude hand gestures**
2. **Verbal bullying that includes saying or writing hurtful things, such as teasing, name-calling, inappropriate sexual comments, taunting, or threats to cause harm**

BULLYING (continued)

3. **Social/relational bullying that harms a person's reputation or relationships, such as leaving a person out of an activity on purpose, influencing others not to be friends with someone, spreading rumors, or embarrassing someone in public**
4. **Cyberbullying, such as sending demeaning or hateful text messages or emails, sending rumors by email or by posting on social networking sites, or posting embarrassing photos, videos, web site, or fake profiles**

Measures to Prevent Bullying

The Superintendent or designee shall implement measures to prevent bullying in district schools, including, but not limited to, the following:

1. **Ensuring that each school establishes clear rules for student conduct and implements strategies to promote a positive, collaborative school climate**

(cf. 5131 - Conduct)

(cf. 5137 - Positive School Climate)

2. **Providing to students, through student handbooks and other age-appropriate means, information about district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying**
3. **Encouraging students to notify school staff when they are being bullied or when they suspect that another student is being bullied, and providing means by which students may report threats or incidents confidentially and anonymously**
4. **Conducting an assessment of bullying incidents at each school and, if necessary, increasing supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias**

<p>Note: Although Education Code 234.1 requires the district to adopt a policy requiring school personnel who witness acts of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against students based on the actual or perceived status of the student belonging to a protected class to take immediate steps to intervene when it is safe to do so, it is recommended that districts apply this policy equally to all students; also see AR 5145.3 - Nondiscrimination/Harassment.</p>
--

5. **Annually notifying district employees that, pursuant to Education Code 234.1, any school staff who witnesses an act of bullying against a student has a responsibility to immediately intervene to stop the incident when it is safe to do so**

BULLYING (continued)

Staff Development

Note: Education Code 32283.5, as amended by AB 2291, requires districts to make available annually, to certificated staff and all other employees who have regular interaction with students, the CDE's online Bullying Module described below.

The Superintendent or designee shall make the California Department of Education's online training module on the dynamics of bullying and cyberbullying, which includes the identification of bullying and cyberbullying and the implementation of strategies to address bullying, available annually to all certificated staff and to other employees who have regular interaction with students. (Education Code 32283.5)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Note: Pursuant to Education Code 234.7, districts are **mandated** to adopt policy, equivalent to that developed by the Attorney General, which requires the provision of staff training with the components specified below.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Student Instruction

Note: California content standards related to student education about bullying and violence prevention (e.g., recognizing the characteristics of bullying, examining the effects of bullying on others, demonstrating what to say and do when witnessing bullying) are addressed within the health education content standards adopted by the State Board of Education.

BULLYING (continued)

47 USC 254 mandates districts that receive e-rate discounts to adopt a policy which addresses educating students about appropriate online behavior, including the interaction with other individuals on social networking web sites and in chat rooms, as well as providing information about cyberbullying awareness and response. See BP 6163.4 - Student Use of Technology for language implementing this mandate.

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - *Comprehensive Health Education*)

(cf. 6142.94 - *History-Social Science Instruction*)

Note: Education Code 234.7 requires districts to educate students about the negative impact of bullying based on actual or perceived immigration status or religious beliefs and customs. The following paragraph reflects the California Attorney General's model policy developed pursuant to Education Code 234.7, contained in the Office of the Attorney General's publication Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, and has been expanded to include education about the impact of bullying based on any other individual characteristic.

The district shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

Note: The remainder of this section reflects recommendations in CDE's Bullying Module and may be revised to reflect district practice.

Students should be taught the difference between appropriate and inappropriate behaviors, how to advocate for themselves, how to help another student who is being bullied, and when to seek assistance from a trusted adult. As role models for students, staff shall be expected to demonstrate effective problem-solving and anger management skills.

To discourage cyberbullying, teachers may advise students to be cautious about sharing passwords, personal data, or private photos online and to consider the consequences of making negative comments about others online.

Reporting and Filing of Complaints

Note: The following reporting process may be revised to reflect district practice.

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee.

BULLYING (continued)

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3 - **Uniform Complaint Procedures**. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

(cf. 1312.3 - Uniform Complaint Procedures)

Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report ~~his/her~~ **such** observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - ~~Uniform Complaint Procedures~~.

Note: Districts have the authority to monitor student use of the district's Internet system and to conduct individual searches of student accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12 - Search and Seizure and BP/E 6163.4 - Student Use of Technology.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline/Corrective Actions

Note: Pursuant to Education Code 48900-48900.4, "bullying" is a ground for suspension or expulsion; see AR 5144.1 - Suspension and Expulsion/Due Process.

The courts have generally upheld discipline for off-campus student conduct that poses an identifiable threat to the safety of other students, staff, or school property or presents a risk of substantial disruption of school activities, provided that the district is able to document the impact or disruption that the conduct has, or could be expected to have, on school activities (e.g., Wynar v. Douglas County School District, Lavine v. Blaine School District). The court in J.C. v. Beverly Hills Unified School District found that the district would be able to discipline a student for a video recorded off campus and posted on YouTube, but that the discipline imposed on this particular student was not justified since the district did not present evidence of specific facts that led school officials to predict that the video would cause substantial disruption (e.g., the video was not violent or threatening nor did it lead to any confrontations between the students).

BULLYING (continued)

Consistent with these interpretations, Education Code 48900 defines bullying by means of an electronic act to include creation or transmission originating on or off the school site. Thus, for purposes of determining whether the conduct may be subject to suspension or expulsion, the act does not necessarily need to have been committed while at school, while coming to or from school, or during a school-sponsored activity. Nevertheless, the act needs to satisfy the criteria specified in the definition of "bullying" in Education Code 48900 (i.e., a severe or pervasive physical or verbal act or conduct that has or can be reasonably predicted to have the effect of placing a reasonable student in fear of harm to ~~his/her~~ the student's person or property, causing a substantially detrimental effect on the student's ~~his/her~~ physical or mental health, causing substantial interference with the student's ~~his/her~~ academic performance, or causing substantial interference with the student's ~~his/her~~ ability to participate in or benefit from school services, activities, or privileges).

When the conduct does not rise to the level specified in Education Code 48900, the district may implement interventions other than suspension or expulsion to address the bullying. For further information, see CSBA's policy brief Cyberbullying: Policy Considerations for Boards. Also see BP 5131 - Conduct and BP 5145.2 - Freedom of Speech/Expression.

~~Additionally, districts should note that, in the context of discriminatory bullying on the basis of race, color, national origin, sex, or disability, federal law and regulations require school districts to impose discipline on students, up to and including suspension and expulsion, where necessary to remedy the effects of a hostile environment and prevent the discrimination from recurring.~~

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

BULLYING (continued)

If any student involved in bullying exhibits warning signs of suicidal thought or intention or of intent to harm another person, the Superintendent or designee shall, as appropriate, implement district intervention protocols which may include, but are not limited to, referral to district or community mental health services, other health professionals, and/or law enforcement.

(cf. 5141.52 - Suicide Prevention)

Center Unified SD

Administrative Regulation

Bullying Prevention And Intervention

AR 5131.2
Students

Prohibited behavior defined as bullying is any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or students including but not limited to sexual harassment; caused, attempted to cause, threatened to cause, or participated in an act of hate violence; or has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or students, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of either school personnel or students by creating an intimidating or hostile educational environment, and can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student or students in fear of harm to that student's or those students' person or property
2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable student to experience substantial interference with his or her academic performance.
4. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900, Education Code 48900.2, Education Code 48900.3, Education Code 48900.4)

Complaints of bullying, or any behavior prohibited by the district's Bullying policy - BP 5131.2, shall be handled in accordance with the following procedure:

1. **Notice and Receipt of Complaint:** Any student who believes he/she has been subjected to bullying or who has witnessed bullying may file a complaint with any school employee. Within 24 hours of receiving a complaint, the school employee shall complete a "Report of Suspected Bullying" form and submit it to the Principal. In addition, any school employee who becomes aware of any incident of bullying involving a student shall, within 24 hours, submit a "Report of Suspected Bullying" to the Principal, whether or not the victim files a complaint.

2. **Availability of "Report of Suspected Student Bullying" form:** Forms to report suspected bullying shall be readily available to students, school staff, and community members at all school sites and the district office. The form shall also be available to download through schools' and district web sites.

3. **Initiation of Investigation:** The Principal shall initiate and record on the district "Investigation of Suspected Student Bullying" form an impartial investigation of an allegation of bullying within five school days of receiving notice of the bullying behavior, regardless of whether a formal complaint has been filed. The district shall be considered to have "notice" of the need for an investigation upon receipt of information from a student who believes he/she has been subjected to bullying, or from the student's parent/guardian, a district employee or any other person.

If the Principal receives an anonymous complaint or media report about alleged bullying, he/she shall determine whether it is reasonable to pursue an investigation considering the specificity and reliability of the information, the seriousness of the alleged incident, and whether any individuals can be identified who were subjected to the alleged bullying.

If the Principal receives a complaint about alleged bullying that occurred off campus, and not on the way to or from school, the Principal shall determine if the incident(s) impact school activity, school attendance, or targeted school performance, and if so, the Principal shall conduct an investigation.

4. **Initial Interview with Complainant:** When a student or parent/guardian has complained or provided information about bullying, the Principal shall outline the district's complaint procedure and determine what actions are being sought by the student in response to the complaint. The Complainant shall have an opportunity to describe the incident, identify witnesses who may have relevant information, provide other evidence of the bullying and put his/her complaint in writing. If the student requests confidentiality, he/she shall be informed that such a request may limit the district's ability to investigate.

5. **Investigation Process:** The Principal shall keep the complaint and allegation confidential, except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964) The Principal shall record the investigation on district "Investigation of Suspected Student Bullying" form, maintain copies of all related documents and record information in the student information system.

The Principal shall interview individuals who are relevant to the investigation, including but not limited to the complainant and/or the target, the person accused of bullying, anyone who witnessed the reported bullying, and anyone mentioned as having relevant information. The Principal may take other steps such as reviewing any records, notes, or statements related to the bullying or visiting the location where the bullying is alleged to have taken place.

When necessary to carry out his/her investigation or to protect student safety, the Principal also may discuss the complaint with the Superintendent or designee, the parent/guardian of the alleged target, the parent/guardian of the alleged bully, a teacher or staff member whose knowledge of the students involved may help in determining the veracity of information, law enforcement, and district legal counsel or the district's risk manager.

6. **Interim Measures:** The Principal shall take necessary interim measures to ensure the safety of students during and pending the results of the investigation.

7. **Factors in Reaching a Determination:** In reaching a decision about the complaint, the Principal may take into account:

- a. Statements made by the persons identified above
- b. The details and consistency of each person's account
- c. Evidence of intent to cause harm physically, emotionally, to personal property, or through humiliation
- d. Evidence of repetition over time. This can be repeated acts targeting this individual, or a pattern of targeting others
- e. Evidence of any past bullying complaints
- f. Evidence of an imbalance of power (i.e., physical, numbers of individuals, social status, and/or limited ability to defend)

To judge the severity of the bullying, the Principal may take into consideration:

- a. How the misconduct affected one or more students' education
- b. The type, frequency, and duration of the misconduct
- c. The identity, age, and sex of the alleged bully the target, and the relationship between them
- d. The number of persons engaged in the bullying behavior and at whom the bullying was directed
- e. The location of the incident(s), and context in which they occurred
- f. Other incidents at the school involving different students

8. **Written Report on Findings and follow-Up:** No more than 30 days after receiving the complaint, the Principal shall conclude the investigation and prepare a written report

of his/her findings. This timeline may be extended for extenuating circumstances. If the extension is needed, the Principal shall notify the complainant and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If it is determined that bullying occurred, the report shall also include plans recorded on the district "Student Action Plan" form and "Student Safety Plan" form including measures to prevent any retaliation or further bullying.

The Principal shall meet with the targeted student(s) and parent/guardian to review and sign the "Student Safety Plan". A copy of this plan shall be given to the parent/guardian of the target and placed in his/her cumulative file. In addition, the Principal shall meet with the bully and parent/guardian to review and sign the "Student Action Plan". A copy of this plan shall be given to the parent/guardian of the bully and placed in his/her cumulative file.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce the district's Bullying Prevention and Response policy. As needed, these actions may include any of the following:

1. Providing training to students, staff, and parents/guardians about how to recognize bullying and how to respond

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

2. Disseminating and/or summarizing the district's policy and regulation regarding bullying

3. Consistent with the laws regarding the confidentiality of students, communicating the school's response to parent/guardians and the community

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

4. Removing offending graffiti and/or contacting parent/guardian and/or social media sites to request offensive posts be removed.

(cf. 5131.5 - Vandalism and Graffiti)

5. Taking appropriate steps to ensure the safety of the targeted student(s)

6. Taking appropriate disciplinary action

In addition, disciplinary measures may be taken against any person who is found to have made a complaint of bullying which he/she knew was not true.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144.2 - Suspension and Expulsion/due Process (Students with Disabilities))

Notifications

A copy of the district Bullying Prevention and Response policy and regulations shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6-Parental Notifications)

2. Be displayed in a prominent location in the main administration building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted, including school web sites (Education Code 231.5)

3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session (Education Code 231.5)

4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

5. Be included in the student handbook

6. Be provided to employees and employee organizations

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: November 19, 2014 Antelope, California

CSBA Sample

Board Policy

Students

BP 5132(a)

DRESS AND GROOMING

Note: The following policy may be revised to reflect district practice. Pursuant to Education Code 35183, districts that adopt a school uniform policy are mandated to include specified provisions; see section on "Uniforms" below.

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to ~~give proper attention to personal cleanliness and to wear clothes~~ **clothing** that ~~are~~ **is** suitable for the school activities in which they participate. ~~Students' clothing must not~~ **Students shall not wear clothing that** presents a health or safety hazard ~~or a distraction which would interfere with the educational process or is likely to cause a substantial disruption to the educational program.~~

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process.

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)
(cf. 5145.2 - Freedom of Speech/Expression)

District and school rules pertaining to student attire shall be included in student handbooks, may be posted in school offices and classrooms, and may be periodically reviewed with all students as necessary.

Students shall not be prohibited from dressing in a manner consistent with their gender identity or gender expression or with their religious or cultural observance.

(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

Note: While students do not lose their constitutional rights by virtue of entering school grounds, numerous court decisions have found that the First Amendment rights of public school students are not necessarily the same as the rights of adults in other settings and must be viewed in light of the special circumstances of the school environment. In Hazelwood School District v. Kuhlmeier, the U.S. Supreme Court ruled that a school may limit student expression as long as its decision is reasonably related to "legitimate pedagogical concerns." For instance, districts may prohibit clothing that is vulgar or causes a substantial disruption to the educational program. Districts may also prohibit clothing that promotes drug use. While districts can regulate clothing that causes a "substantial disruption," districts cannot regulate student clothing simply because the district does not approve of the message displayed. The district's ability to prohibit "hate speech," including clothing with derogatory or demeaning messages, is unclear. The 9th Circuit Court in Harper v. Poway Unified School District ruled that a school could prohibit a student from wearing a t-shirt with a religious

DRESS AND GROOMING (continued)

viewpoint against homosexuality, citing a provision in Tinker v. Des Moines which held that schools may prohibit speech that "intrudes upon the rights of other students" and interferes with their learning. However, because the student had graduated, the U.S. Supreme Court vacated the Harper decision on appeal and thus its analysis cannot be relied upon. It is recommended that the district consult legal counsel in the development of this policy and whenever it has questions about the appropriate enforcement of this policy based on student expression.

The principal or designee is authorized to enforce this policy and shall inform any student who does not reasonably conform to the dress code. The dress code shall not be enforced in a manner that discriminates against a particular viewpoint or results in a disproportionate application of the dress code based on students' gender, sexual orientation, race, ethnicity, household income, or body type or size in any unlawful manner.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

(cf. 5145.2 - Freedom of Speech/Expression)

School administrators, teachers, and other staff shall be notified of appropriate and equitable enforcement of the dress code.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

When practical, students shall not be directed to correct a dress code violation during instructional time or in front of other students.

~~Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action. Repeated violations or refusal to comply with the district's dress code may result in disciplinary action.~~

(cf. 5144 - Discipline)

Gang-Related Apparel

Note: Education Code 35183 authorizes the **Governing** Board to approve a site-initiated plan that prohibits the school's students from wearing gang-related apparel. The definition of "gang-related apparel" must be limited to apparel that reasonably could be determined to threaten the health and safety of the school environment, and the Board's approval must be based on a determination approving the school plan must determine that the policy is necessary for the health and safety of students the school environment. In Marvin H. Jeglin et al v. San Jacinto Unified School District et al, a federal district court held that in order to justify a gang-related dress code, there must be evidence of a gang presence at a school and actual or threatened disruption or material interference with school activity. Education Code 32282 specifies that for

DRESS AND GROOMING (continued)

the purpose of establishing a schoolwide dress code, gang-related apparel shall not be considered a protected form of speech pursuant to Education Code 48950.

District policy should not include a districtwide prohibition against wearing gang-related apparel. Pursuant to Education Code 35183, such a dress code must be initiated at the school-site level and apply only to the school where it is initiated.

The principal, staff, and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a **proposed** dress code ~~may be included as part of the school safety plan and must~~ **shall** be presented to the Board, ~~which for approval. The Board~~ shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students **school environment**. The dress code policy may be included in the school's comprehensive safety plan. **(Education Code 35183)**

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5136 - Gangs)

When determining specific items of clothing that may be defined as gang apparel, the school shall ensure that the determination is free from unlawful bias ~~based on race, ethnicity, national origin, immigration status, or other protected characteristics.~~

Uniforms

Note: In Jacobs v. Clark County School District, the 9th Circuit Court of Appeals held that a district policy requiring students to wear school uniforms did not violate students' First Amendment right to freedom of speech or expression, as such policies are viewpoint-neutral and content-neutral and not intended to suppress the expression of particular ideas.

Pursuant to Education Code 35183, ~~authorizes the Board to approve a site-initiated~~ **the Board may approve a school-initiated** plan that requires a school's students to wear uniforms. ~~The Board approving such a plan must~~ **when the Board** determines that the policy is necessary for the health and safety of students **the school environment**.

The Board may approve a school-initiated dress code requiring students at the school to wear a school uniform whenever the Board determines that such a dress code will promote student achievement, a positive school climate, and/or student safety.

~~In order to promote student safety and discourage theft, peer rivalry, and/or gang activity, the principal, staff, and parents/guardians at a school may establish a reasonable dress code requiring students to wear uniforms. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the~~

DRESS AND GROOMING (continued)

~~plan upon determining that it is necessary to protect the health and safety of the school's students.~~

Note: ~~Pursuant to Education Code 35183, if~~ If the Board approves a plan adopts a dress code policy requiring uniforms for any school, it ~~must~~ Education Code 35183 requires that the Board provide a method whereby parents/guardians may choose to have their children exempted from the adopted school uniform policy. Education Code 35183 mandates that the Board policy include and the Board's policy ~~must state a statement~~ that such students shall not be penalized academically, otherwise discriminated against, or denied attendance to school.

~~If a school's plan to require uniforms is adopted,~~ the Superintendent or designee shall establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against, or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

Note: ~~Pursuant to Education Code 35183, a policy requiring uniforms may not be implemented without the availability of resources to assist economically disadvantaged students. In Hartzell v. Connell, the California Supreme Court stated that public schools may not charge a fee for any activity that is part of the regular school program. It is arguable that requiring uniforms would be considered a violation of Hartzell since the cost of the uniform could be deemed a "fee." However, the California Supreme Court in Arcadia Unified School District v. California Department of Education indicates that a court might find clothing was not an "essential element of school activity." Although the district's responsibility in this area is not clear, Boards with schools requiring uniforms are required to address this matter.~~

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms. **(Education Code 35183)**

Legal Reference: (see next page)

DRESS AND GROOMING (continued)

Legal Reference:

EDUCATION CODE

220 Nondiscrimination

32281 School safety plans

35183 School dress codes; uniforms

35183.5 Sun-protective clothing

48907 Student exercise of free expression

49066 Grades; effect of physical education class apparel

CODE OF REGULATIONS, TITLE 5

302 ~~Pupils to be neat and clean on entering school~~

COURT DECISIONS

Jacobs v. Clark County School District, (2008) 26 F. 3d 419

Harper v. Poway Unified School District, (2006) 445 App. 3d 166

Marvin H. Jeglin et al v. San Jacinto Unified School District et al, (C.D. Cal. 1993)

827 F.Supp. 1459

Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251

Hazelwood School District v. Kuhlmeier, (1988) 108 S. Ct. 562

Hartzell v. Connell, (1984) 35 Cal. 3d 899

Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

(10/94 10/96) 5/19

Center Unified SD

Board Policy

Dress And Grooming

BP 5132

Students

The Governing Board believes that appropriate dress and grooming contribute to a productive learning environment. The Board expects students to give proper attention to personal cleanliness and to wear clothes that are suitable for the school activities in which they participate. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process.

(cf. 4119.22 - Dress and Grooming)

(cf. 5145.2 - Freedom of Speech/Expression: Publications Code)

Students and parents/guardians shall be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.

(cf. 5144 - Discipline)

Gang-Related Apparel

The principal, staff and parents/guardians at a school may establish a reasonable dress code that prohibits students from wearing gang-related apparel when there is evidence of a gang presence that disrupts or threatens to disrupt the school's activities. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5136 - Gangs)

Uniforms

In order to promote student safety and discourage theft, peer rivalry and/or gang activity, the principal, staff and parents/guardians at a school may establish a reasonable dress code requiring students to wear uniforms. Such a dress code may be included as part of the school safety plan and must be presented to the Board for approval. The Board shall approve the plan upon determining that it is necessary to protect the health and safety of the school's students.

If a school's plan to require uniforms is adopted, the Superintendent or designee shall

establish procedures whereby parents/guardians may choose to have their children exempted from the school uniform policy. Students shall not be penalized academically, otherwise discriminated against or denied attendance to school if their parents/guardians so decide. (Education Code 35183)

The Superintendent or designee shall ensure that resources are identified to assist economically disadvantaged students in obtaining uniforms.

Legal Reference:

EDUCATION CODE

32282 School safety plans

35183 School dress codes; uniforms

35183.5 Sun-protective clothing

48907 Student exercise of free expression

49066 Grades; effect of physical education class apparel

CODE OF REGULATIONS, TITLE 5

302 Pupils to be neat and clean on entering school

Hartzell v. Connell (1984) 35 Cal. 3d 899

Arcadia Unified School District v. California Department of Education, (1992) 2 Cal. 4th 251

Marvin H. Jeglin et al v. San Jacinto Unified School District et al 827 F.Supp. 1459 (C.D. Cal. 1993)

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: April 23, 1997 Antelope, California

CSBA Sample

Administrative Regulation

Students

AR 5132(a)

DRESS AND GROOMING

Note: The following optional administrative regulation should be revised to reflect district practice.

In cooperation with teachers, students, and parents/guardians, the principal or designee ~~shall~~ **may** establish school rules governing student dress and grooming which are consistent with law, ~~Governing~~ Board policy, and administrative regulations. These school dress codes shall be regularly reviewed.

(cf. 0420 - School Plans/Site Councils)

~~Note: SB 310 (Ch. 575, Statutes of 2001) added Education Code 35183.5 to provide that students be allowed to wear hats and other sun-protective clothing outdoors. Each school site may adopt rules that specify the types of sun-protective clothing that students will be allowed to wear outdoors and specify the types of clothing and hats that may be "inappropriate."~~

~~Each school shall allow students to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)~~

~~Note: Optional items #1-6-4 below may be used as a basis for either administrative regulations or school-site rules. revised to reflect district practice.~~

~~In addition,~~ The following guidelines shall apply to all regular school activities:

- ~~1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.~~
- ~~2.1. Clothing, jewelry, and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures, or any other insignia which are is crude, vulgar, lewd, obscene, profane, or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which or which promotes the use of alcohol, drugs, tobacco, or other illegal activity. advocate racial, ethnic or religious prejudice.~~
- ~~1.2. Appropriate sShoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.~~
3. Hats, caps, and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments ~~at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, and bare abdomens midriffs, and skirts or shorts shorter than mid-thigh are prohibited.~~

DRESS AND GROOMING (continued)

- ~~5. Gym shorts may not be worn in classes other than physical education.~~
- ~~6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.~~

The dress code shall be modified as appropriate to accommodate a student's religious or cultural observance, health condition, or other circumstance deemed necessary by the principal or designee. Coaches and teachers In addition, the principal or designee may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes special school activities, physical education classes, athletic activities, and other extracurricular and cocurricular activities.

(cf. 3260 - Fees and Charges)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

(cf. 5121 - Grades/Evaluation of Student Achievement)

~~The principal, staff, students and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.~~

~~Each school shall allow s~~**Students shall be allowed** to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)

(cf. 5141.7 - Sun Safety)

Gang-Related Apparel

Note: The following section is for use by districts in which individual schools have adopted a dress code prohibiting gang-related apparel pursuant to Education Code 35183. Legal counsel should be consulted when drafting language related to gang apparel. It is recommended that districts consult legal counsel when developing administrative regulations related to gang apparel.
--

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff, and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 32282)

DRESS AND GROOMING (continued)

~~Note: Education Code 35183.5, as added by SB 310 (Ch. 575, Statutes of 2001), requires schools to allow students to wear hats and other types of sun-protective clothing while outside. However, the school's dress code policy may prohibit specific hats or apparel that has been determined to be gang-related.~~

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received. **As necessary, the school shall collaborate with law enforcement agencies to update definitions of gang-related apparel.**

Uniforms

Note: The following **optional** section is for use only by districts with schools that have a school uniform policy pursuant to Education Code 35183.

In schools ~~where~~ **that require** a schoolwide uniform ~~is required~~, the principal, staff, and parents/guardians of the ~~individual~~ school shall jointly select the specific uniform to be worn. (Education Code 35183)

At least six months before a school uniform policy is implemented, the principal or designee shall notify parents/guardians of this policy. (Education Code 35183)

(cf. 5145.6 - Parental Notifications)

Parents/guardians shall also be informed of their right to have their child exempted.

Note: The following ~~three optional~~ paragraphs may be revised ~~as desired~~ to reflect district practice.

~~The principal or designee shall also repeat this notification at the end of the school year so that parents/guardians are reminded before school clothes are likely to be purchased.~~

The Superintendent or designee shall establish criteria for determining student eligibility for financial assistance when purchasing uniforms.

~~The Superintendent or designee shall establish a method for recycling or exchanging uniforms as students grow out of them.~~

Students who participate in a nationally recognized youth organization shall be allowed to wear organization uniforms on days when the organization has a scheduled meeting. (Education Code 35183)

(10/96 11/01) 5/19

Center Unified SD

Administrative Regulation

Dress And Grooming

AR 5132

Students

In cooperation with teachers, students and parents/guardians, the principal or designee shall establish school rules governing student dress and grooming which are consistent with law, governing board policy and administrative regulations. These school dress codes shall be regularly reviewed.

(cf. 0420 - School Plans/Site Councils)

Each school shall allow students to wear sun-protective clothing, including but not limited to hats, for outdoor use during the school day. (Education Code 35183.5)

In addition, the following guidelines shall apply to all regular school activities:

1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which advocate racial, ethnic or religious prejudice.
3. Hats, caps and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Gym shorts may not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.

Coaches and teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.

(cf. 3260 - Fees and Charges)

No grade of a student participating in a physical education class shall be adversely affected if the student does not wear standardized physical education apparel because of circumstances beyond the student's control. (Education Code 49066)

(cf. 5121 - Grades/Evaluation of Student Achievement)

The principal, staff, students and parent/guardians at each school may establish reasonable dress and grooming regulations for times when students are engaged in extracurricular or other special school activities.

Gang-Related Apparel

At individual schools that have a dress code prohibiting gang-related apparel at school or school activities, the principal, staff and parents/guardians participating in the development of the school safety plan shall define "gang-related apparel" and shall limit this definition to apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 32282)

Because gang-related symbols are constantly changing, definitions of gang-related apparel shall be reviewed at least once each semester and updated whenever related information is received.

Uniforms

In schools where a schoolwide uniform is required, the principal, staff and parents/guardians of the individual school shall jointly select the specific uniform to be worn. (Education Code 35183)

At least six months before a school uniform policy is implemented, the principal or designee shall notify parents/guardians of this policy. (Education Code 35183)

Parents/guardians shall also be informed of their right to have their child exempted.

The principal or designee shall also repeat this notification at the end of the school year so that parents/guardians are reminded before school clothes are likely to be purchased.

The Superintendent or designee shall establish criteria for determining student eligibility for financial assistance when purchasing uniforms.

The Superintendent or designee shall establish a method for recycling or exchanging uniforms as students grow out of them.

Students who participate in a nationally recognized youth organization shall be allowed to wear organization uniforms on days when the organization has a scheduled meeting. (Education Code 35183)

Regulation CENTER UNIFIED SCHOOL DISTRICT
approved: April 3, 2002 Antelope, California

CSBA Sample

Board Policy

Instruction

BP 6142.6(a)

VISUAL AND PERFORMING ARTS EDUCATION

Note: The following **optional** policy may be revised to reflect district practice. State law requires that visual and performing arts be included in the course of study offered in grades 1-6 (Education Code 51210) and grades 7-12 (Education Code 51220); see AR 6143 - Courses of Study. In addition, Education Code 51225.3 requires completion of one course in visual or performing arts, foreign language (including American Sign Language), or career technical education for high school graduation; see BP 6146.1 - High School Graduation Requirements.

On January 9, 2019, the State Board of Education (SBE) has adopted revised content standards and proficiency levels for visual and performing arts, including standards for media arts in addition to dance, music, theatre, and visual arts at each grade level for grades K-8 and as a cluster for grades 9-12. Items #1-5 below reflect the major strands of the The following policy reflects the updated state content standards.

~~AB 97 (Ch. 47, Statutes of 2013) redirected funding for arts and music block grants (established through uncodified SB 77, Ch. 171, Statutes of 2007) into the local control funding formula, thereby eliminating this separate source of funding for hiring of additional staff, purchase of new materials, books, supplies, and equipment; and/or staff development opportunities.~~

The Governing Board believes that visual and performing arts are essential to a well-rounded educational program and should be an integral part of the course of study offered to students at all grade levels. The district's arts education program shall ~~provide opportunities for creation, performance, and appreciation of the arts~~ **be designed to foster students' artistic competencies, cultivate students' appreciation and understanding of the arts in ways that are enjoyable, fulfilling, and transferable to students' personal, academic, and professional endeavors, and support students to fully engage in lifelong arts learning.**

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

~~Note: The State Board of Education (SBE) has adopted content standards for visual and performing arts, including standards for dance, music, theatre, and visual arts at each grade level for grades K-8 and as a cluster for grades 9-12. Items #1-5 below reflect the major strands of the state content standards. Also see the SBE-adopted Visual and Performing Arts Framework for California Public Schools, Kindergarten Through Grade Twelve for further information about the development of standards-aligned curriculum and instruction.~~

The Board shall adopt academic standards for dance, **media arts**, music, theatre, and visual arts that **lead to artistic literacy and promote access and equity in the arts. District standards shall describe the skills, knowledge, and abilities that students shall be** ~~are~~ expected to possess at each grade level ~~and. The district's standards shall meet or exceed state standards for each of these disciplines.~~

(cf. 0415 - Equity)

(cf. 6011 - Academic Standards)

VISUAL AND PERFORMING ARTS EDUCATION (continued)

The Superintendent or designee shall develop a sequential curriculum for dance, **media arts**, music, theatre, and visual arts which is consistent with the state curriculum framework and includes the ~~following strands following artistic processes~~:

- ~~1. Artistic perception: processing, analyzing, and responding to sensory information through the use of language and skills unique to each arts discipline~~
- ~~2. Creative expression: composing, arranging, and performing a work and using a variety of means to communicate meaning and intent in one's own original works~~
- ~~3. Historical and cultural context: understanding the historical contributions and cultural dimensions of an arts discipline~~
- ~~4. Aesthetic valuing: analyzing and critically assessing works of dance, music, theatre, and visual arts~~
- ~~5. Connections, relationships, and applications: connecting, comparing, and applying what is learned in one arts discipline to learning in the other arts, other subject areas, and careers~~

- 1. Creating: conceiving and developing new artistic ideas and work**
- 2. Performing/producing/presenting: realizing artistic ideas and work through interpretation and presentation**
- 3. Responding: understanding and evaluating how the arts convey meaning**
- 4. Connecting: relating artistic ideas and work with personal meaning and external content**

(cf. 6141 - Curriculum Development and Evaluation)

Note: Pursuant to Education Code 60200, the SBE adopts basic instructional materials for use in grades K-8, including materials for visual and performing arts; see BP/AR 6161.1 - Selection and Evaluation of Instructional Materials. Education Code 60210 authorizes the Governing Board to select materials that have not been approved by the SBE provided that the materials are aligned with state academic content standards and the majority of participants in the review process are teachers assigned to the subject area or grade level for which the materials will be used.

For grades 9-12, Education Code 60400 and 60411 authorize the Board to select district instructional materials that meet criteria specified in law.

VISUAL AND PERFORMING ARTS EDUCATION (continued)

The Board shall adopt standards-based instructional materials for visual and performing arts ~~in accordance with applicable law, Board policy, and administrative regulation,~~ which may incorporate a variety of media and technologies.

(cf. 0400 0440 - District Technology Plan)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6162.6 - Use of Copyrighted Materials)
(cf. 6163.1 - Library Media Centers)

Note: Education Code 99200-992054 establish The California Arts Project (TCAP), a statewide professional development project in the visual and performing arts. Professional development resources also may be located through the California Dance Education Association, the California Association for Music Education, the California Educational Theatre Association, and the California Art Education Association.

As appropriate, the Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of and ability to teach the arts and to implement ~~adopted instructional materials~~ **the district's arts education program.**

(cf. 4131 - Staff Development)

The Superintendent or designee shall encourage the integration of community arts resources into the educational program. Such resources may include opportunities for students to attend musical and theatrical performances, observe the works of accomplished artists, and work directly with artists-in-residence and volunteers. In addition, the Superintendent or designee may collaborate with community organizations to share resources and seek grant opportunities.

(cf. 1230 - School-Connected Organizations)
(cf. 1240 - Volunteer Assistance)
(cf. 1260 - Educational Foundation)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 6020 - Parent Involvement)
(cf. 6153 - School-Sponsored Trips)

The Superintendent or designee shall regularly evaluate the implementation of **the district's arts education program** at each grade level and report to the Board regarding its effectiveness in enabling students to meet academic standards.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)

Legal Reference: (see next page)

VISUAL AND PERFORMING ARTS EDUCATION (continued)

Legal Reference:

EDUCATION CODE

8950-8957 *California summer school for of the arts*
32060-32066 *Toxic art supplies*
35330-35332 *Field trips*
51210 *Course of study, grades 1-6*
51220 *Course of study, grades 7-12*
51225.3 *Graduation requirements*
58800-58805 *Specialized secondary programs*
60200-602103 *Instructional materials, elementary schools*
60400-60411 *Instructional materials, high schools*
99200-992064 *Subject matter projects*

Management Resources:

CALIFORNIA ALLIANCE FOR ARTS EDUCATION PUBLICATIONS

Parents' Guide to the Visual and Performing Arts in California Public Schools

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Arts Framework for Public Schools, Kindergarten through Grade Twelve

California Arts Standards for Public Schools, Prekindergarten through Grade Twelve, January 2019

~~Visual and Performing Arts Framework for California Public Schools: Kindergarten through Grade Twelve, 2004~~

~~Visual and Performing Arts Content Standards, January 2001~~

~~Arts Education Program Toolkit: A Visual and Performing Arts Program Assessment Process, 2001~~

WEB SITES:

CSBA: <http://www.csba.org>

Arts Education Partnership: <http://aep-arts.org>

California Alliance for Arts Education: <http://www.artsed411.org>

California Arts Council: <http://www.cac.ca.gov>

California Art Education Association: <http://www.caea-arteducation.org>

California Association for Music Education: <http://www.actaonline.org/content/california-association-music-education>

California Dance Education Association: <http://www.cdeadance.org>

California Department of Education, Visual and Performing Arts: <http://www.cde.ca.gov/ci/vp>

California Educational Theatre Association: <http://www.cetoweb.org>

California Music Educators Association: <http://www.calmusiced.com>

The California Arts Project: <http://csmp.ucop.edu/tcap>

(11/07 12/13) 5/19

Center Unified SD

Board Policy

Visual And Performing Arts Education

BP 6142.6

Instruction

The Governing Board believes that visual and performing arts are essential to a well-rounded educational program and should be an integral part of the course of study offered to students at all grade levels. The district's arts education program shall provide opportunities for creation, performance, and appreciation of the arts.

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

The Board shall adopt academic standards for dance, music, theatre, and visual arts that describe the skills, knowledge, and abilities that students shall be expected to possess at each grade level. The district's standards shall meet or exceed state standards for each of these disciplines.

(cf. 6011 - Academic Standards)

The Superintendent or designee shall develop a sequential curriculum for dance, music, theatre, and visual arts which is consistent with the state curriculum framework and includes the following strands:

1. Artistic perception: processing, analyzing, and responding to sensory information through the use of language and skills unique to each arts discipline
2. Creative expression: composing, arranging, and performing a work and using a variety of means to communicate meaning and intent in one's own original works
3. Historical and cultural context: understanding the historical contributions and cultural dimensions of an arts discipline
4. Aesthetic valuing: analyzing and critically assessing works of dance, music, theatre, and visual arts
5. Connections, relationships, and applications: connecting, comparing, and applying what is learned in one arts discipline to learning in the other arts, other subject areas, and careers

(cf. 6141 - Curriculum Development and Evaluation)

The Board shall adopt standards-based instructional materials for visual and performing arts in accordance with applicable law, Board policy, and administrative regulation, which may incorporate a variety of media and technologies.

(cf. 0400 - District Technology Plan)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6161.3 - Toxic Art Materials)
(cf. 6162.6 - Use of Copyrighted Materials)
(cf. 6163.1 - Library Media Centers)

As appropriate, the Superintendent or designee shall provide a standards-based professional development program designed to increase teachers' knowledge of and ability to teach the arts and to implement adopted instructional materials.

(cf. 4131 - Staff Development)

The Superintendent or designee shall encourage the integration of community arts resources into the educational program. Such resources may include opportunities for students to attend musical and theatrical performances, observe the works of accomplished artists, and work directly with artists-in-residence and volunteers. In addition, the Superintendent or designee may collaborate with community organizations to share resources and seek grant opportunities.

(cf. 1230 - School-Connected Organizations)
(cf. 1240 - Volunteer Assistance)
(cf. 1260 - Educational Foundation)
(cf. 1700 - Relations between Private Industry and the Schools)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 6020 - Parent Involvement)
(cf. 6153 - School-Sponsored Trips)

The Superintendent or designee shall regularly evaluate the implementation of arts education at each grade level and report to the Board regarding its effectiveness in enabling students to meet academic standards.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

8950-8957 California summer school of the arts

32060-32066 Toxic art supplies

35330-35332 Field trips
51210 Course of study, grades 1-6
51220 Course of study, grades 7-12
51225.3 Graduation requirements
58800-58805 Specialized secondary programs
60200-60210 Instructional materials, elementary schools
60400-60411 Instructional materials, high schools
99200-99206 Subject matter projects

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Visual and Performing Arts Framework for California Public Schools: Kindergarten through Grade Twelve, 2004

Visual and Performing Arts Content Standards, January 2001

Arts Education Program Toolkit: A Visual and Performing Arts Program Assessment Process, 2001

WEB SITES:

CSBA: <http://www.csba.org>

Arts Education Partnership: <http://aep-arts.org>

California Alliance for Arts Education: <http://www.artsed411.org>

California Arts Council: <http://www.cac.ca.gov>

California Art Education Association: <http://www.caea-arteducation.org>

California Dance Education Association: <http://www.cdeadance.org>

California Department of Education, Visual and Performing Arts:

<http://www.cde.ca.gov/ci/vp>

California Educational Theatre Association: <http://www.cetoweb.org>

California Music Educators Association: <http://www.calmusiced.com>

The California Arts Project: <http://csmp.ucop.edu/tcap>

Policy CENTER UNIFIED SCHOOL DISTRICT

adopted: April 23, 2014 Antelope, California

CSBA Sample Board Policy

Instruction

BP 6146.1(a)

HIGH SCHOOL GRADUATION REQUIREMENTS

The Governing Board desires to prepare all students to obtain a high school diploma so that they can take advantage of opportunities for postsecondary education and employment.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

Course Requirements

To obtain a high school diploma, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Three courses in mathematics

At least one mathematics course, or a combination of the two mathematics courses, shall meet or exceed state academic content standards for Algebra I or Mathematics I. Completion of such coursework prior to grade 9 shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to complete three mathematics courses in grades 9-12.

Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission. (Education Code 51225.3, 51225.35)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6152.1 - Placement in Mathematics Courses)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)

(cf. 6142.93 - Science Instruction)

4. Three and a half courses in social studies, including United States history and geography; world history, culture, and geography American government and civics; and a one-semester course in economics

(cf. 6142.3 - Civic Education)

(cf. 6142.94 - History-Social Science Instruction)

5. One course in visual or performing arts; foreign language, including American Sign Language; or career technical education (CTE) (Education Code 51225.3)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

(cf. 6142.7 - Physical Education and Activity)

7. One semester in Consumer Finance (5 units)
8. Once semester in Computer Applications (5 units)
9. One semester in CTE/Technology (5 units)
10. Elective Credits (85 units)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6142.8 - Comprehensive Health Education)

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

Exemptions and Waivers from District-Adopted Graduation Requirements

Note: Education Code 51225.1 requires the district to exempt from any district-adopted graduation requirements a foster youth, homeless student, former juvenile court school student, child of a military family, or, ~~as amended by AB 2121 (Ch. 581, Statutes of 2018), a migrant student or a newly arrived immigrant student participating in a newcomer program~~ who transfers into the district or between district high schools any time after completing the second year of high school, **or an immigrant student who is in the third or fourth year of high school and is participating in a newcomer program (i.e., a program**

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency). This exemption does not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Also see AR 6173 - Education for Homeless Children, AR 6173.1 - Education for Foster Youth, AR 6173.2 - Education of Children of Military Families, AR 6173.3 - Education for Juvenile Court School Students, and AR 6175 - Migrant Education Program.

Pursuant to Education Code 51225.1, within 30 calendar days of the transfer of a foster youth, homeless student, former juvenile court school student, child of a military family, **or migrant student, or within 30 days of a student beginning participation** ~~participating~~ in a newcomer program, the district is required to provide notice to the student of the availability of the exemption and whether the student qualifies for it. If the district fails to provide that notification, the student will be eligible for the exemption once notified, even if the notification is received after the termination of the court's jurisdiction over the foster youth or former juvenile court school student, after the homeless student ceases to be homeless, or after the student no longer meets the definition of a child of a military family, a migrant student, or a student participating in a newcomer program, as applicable.

Education Code 51225.1 also provides that, if an exempted student completes the statewide coursework requirements before the end of the fourth year of high school, the district or a district school must not require or request that the student graduate before the end of the fourth year of high school.

Any complaint alleging the district's failure to comply with the requirements of Education Code 51225.1 may be filed using the district's uniform complaint procedures pursuant to 5 CCR 4600-4670. See BP/AR 1312.3 - Uniform Complaint Procedures.

District students are required to complete graduation course requirements specified above, including the requirements imposed by Education Code 51225.3 and those adopted by the Board. However, a ~~A foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student, or newly arrived immigrant student participating in a newcomer program~~ **who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempted from any additional district-adopted graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any such eligible student shall be notified of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)**

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to: (Education Code 48204.4, 51430, 51440)

1. Persons who departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. Former students who were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

Honorary Diplomas

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

The Board may grant honorary high school diplomas to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation, and who is returning to the home country following the completion of one academic school year in the district

(cf. 6145.6 - International Exchange)

2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Legal Reference: (see next page)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Legal Reference:

EDUCATION CODE

47612 Enrollment in charter school
48200 Compulsory attendance
48204.4 Parents/guardians departing California against their will
48412 Certificate of proficiency
48430 Continuation education schools and classes
48645.5 Acceptance of coursework
48980 Required notification at beginning of term
49701 Interstate Compact on Educational Opportunity for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.1 Exemption from district graduation requirements
51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
51225.3 High school graduation
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas
51225.6 Compression-only cardiopulmonary resuscitation
51228 Graduation requirements
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51413 Diplomas
51420-51427 High school equivalency certificates
51430 Retroactive high school diplomas
51440 Retroactive high school diplomas
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4687 Uniform complaint procedures

COURT DECISIONS

O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education, High School: <http://www.cde.ca.gov/ci/g/hs>
University of California, List of Approved a-g Courses:
<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

Center Unified SD

Board Policy

High School Graduation Requirements

BP 6146.1

Instruction

The Governing Board desires to prepare all students to obtain a high school diploma so that they can take advantage of opportunities for postsecondary education and employment.

(cf. 5127 - Graduation Ceremonies and Activities)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.3 - Reciprocity of Academic Credit)

Course Requirements

To obtain a high school diploma, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Three courses in mathematics

At least one mathematics course, or a combination of the two mathematics courses, shall meet or exceed state academic content standards for Algebra I or Mathematics I. Completion of such coursework prior to grade 9 shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to complete three mathematics courses in grades 9-12.

Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission. (Education Code 51225.3, 51225.35)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6152.1 - Placement in Mathematics Courses)

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)

(cf. 6142.93 - Science Instruction)

4. Three and a half courses in social studies, including United States history and geography; world history, culture, and geography American government and civics; and a one-semester course in economics

(cf. 6142.3 - Civic Education)

(cf. 6142.94 - History-Social Science Instruction)

5. One course in visual or performing arts; foreign language, including American Sign Language; or career technical education (CTE) (Education Code 51225.3)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

(cf. 6142.7 - Physical Education and Activity)

7. One semester in Consumer Finance (5 units)
8. Once semester in Computer Applications (5 units)
9. One semester in CTE/Technology (5 units)
10. Elective Credits (85 units)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6142.8 - Comprehensive Health Education)

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

Exemptions and Waivers

A foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or newly arrived immigrant student participating in a newcomer program who transfers into the district any time after completing the second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5145.6 - Parental Notifications)

(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)

(cf. 6175 - Migrant Education Program)

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to: (Education Code 48204.4, 51430, 51440)

1. Persons who departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. Former students who were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the

Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

Honorary Diplomas

The Board may grant honorary high school diplomas to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation, and who is returning to the home country following the completion of one academic school year in the district

(cf. 6145.6 - International Exchange)

2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

47612 Enrollment in charter school
48200 Compulsory attendance
48204.4 Parents/guardians departing California against their will
48412 Certificate of proficiency
48430 Continuation education schools and classes
48645.5 Acceptance of coursework
48980 Required notification at beginning of term
49701 Interstate Compact on Educational Opportunity for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.1 Exemption from district graduation requirements
51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
51225.3 High school graduation
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas
51225.6 Compression-only cardiopulmonary resuscitation
51228 Graduation requirements
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51413 Diplomas
51420-51427 High school equivalency certificates
51430 Retroactive high school diplomas
51440 Retroactive high school diplomas
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4687 Uniform complaint procedures

COURT DECISIONS

O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>

University of California, List of Approved a-g Courses:

<http://www.universityofcalifornia.edu/admissions/freshman/requirements>