

CENTER JOINT UNIFIED SCHOOL DISTRICT

www.centerusd.org

Local Control Accountability Plan Goals:

1. All students will graduate college/career ready through high-quality instruction coupled with interventions and supports (Multi-Tiered System of Supports) that eliminate barriers to student success.
2. All educational partners will experience a school and district climate that is physically and emotionally safe and supportive.
3. All students will benefit from improved partnerships and communication with all educational partners.

BOARD OF TRUSTEES REGULAR MEETING

**District Board Room
Center Joint Unified School District Annex
3243 Center Court Lane, Antelope, CA 95843**

Trustee Pope will be participating remotely from
704 4th Ave NE, Hillsboro, ND 58045

This meeting will be held in accordance with California Government Code Section 59453, Subdivision (e) of the Ralph M. Brown Act (California Government Code Section 54950, et seq.), and the Federal American with Disabilities Act. While this meeting will be physically open to the public, members of the public may view the meeting as televised via our YouTube page (below), or may participate and comment via the application, Zoom (video or call-in options). The link and call-in numbers to the Zoom access will be available on the day of the meeting. Members of the public may address the Board on the topics of our Board agenda in addition to topics that are under the jurisdiction of the Board and are not on the agenda, although, the board, by law, may not take action at this meeting on non-agendized topics. If you wish to make a public comment during Public Comments or public comment time of an item while attending in person, please complete a speaker card. If you wish to make a public comment during Public Comments or public comment time of an item while attending remotely, login to the Zoom link or Zoom Call In number, click the "raise hand" button during the item you wish to comment on. The meeting host will unmute your mic at the appropriate time.

Livestream:

<https://www.centerusd.org/Board/Board-Livestream/index.html>

Wednesday, April 17, 2024 - 6:00 p.m.

- I. CALL TO ORDER & ROLL CALL - 5:15 p.m.**
- II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**
 1. Student Expulsions/Readmissions (G.C. §54962)
 2. Public Employee Performance Evaluation (**Certificated**) – Superintendent
- III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION**
- IV. CLOSED SESSION - 5:15 p.m.**

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

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

V. OPEN SESSION - CALL TO ORDER - 6:00 p.m.

VI. FLAG SALUTE

In recognition of free speech and the following board agenda item, we welcome all and would like to note that saying the pledge of allegiance is not a requirement to participate in the business of this public board. If you do not say the pledge for religious, political, social, or personal reasons, you are most welcome here as an equal participant in the business of this board.

VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Info/Action

VIII. ADOPTION OF AGENDA

Action

IX. RECOGNITIONS

Info

X. ORGANIZATION REPORTS (3 minutes each)

Info

1. CUTA – Venessa Mason, President
2. CSEA – Niesha Harris, President

XI. REPORTS/PRESENTATIONS (8 minutes each)

Info

Curr & Instr



Facilities

1. **Williams Uniform Complaint Quarterly Report** – Mike Jordan
2. **Peer Tutoring Update** – Tami Jbeily
3. **Facilities Report** – Richard Putnam

XII. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

Public
Comments
Invited

Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board may not 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.

XIII. 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



Personnel



Student Services

1. Approve Adoption of Minutes from March 8, 2024 Special Meeting
2. Approve Adoption of Minutes from March 13, 2024 Regular Meeting
3. Approve Adoption of Minutes from March 15, 2024 Special Meeting
4. Approve Classified Personnel Transactions
5. Approve Certificated Personnel Transactions
6. Approve Resolution #25/2023-24: Resolution Terminating Services of Classified Employees for Lack of Work and/or Lack of Funds
7. Approve New Job Description for Classified Management Position – Communications Coordinator
8. Approve Disposal of Surplus Busses/Vehicles:
Bus 17 – Plate # E359776
Bus 21 – Plate # 1309954
Bus 30 – Plate # 1104914
Bus 31 – Plate # 1070194
Bus 32 – Plate # 1070193
Bus 33 – Plate # 1089698
Bus 34 – Plate # 1089697
Bus 36 – Plate # 1190523
Chevy Tow Truck – Plate # 1018611
9. Ratify 2023-24 Master Contract:
CCHAT
10. Ratify Contract with Total Education Solutions

Special Educ.



Curr & Instr	11.	Approve 2024-2025 Memorandum of Understanding with Sacramento County Office of Education, Agreement #CI:ELA_2025_01 for New Teacher Wonders Training
↓	12.	Approve Educational Client Staffing Agreement between Covelo Group and Center Joint Unified School District
↓	13.	Approve Out-of-State Travel to the Ron Clark Academy, Atlanta, Georgia – T. Heflin, K. Tricomo, A. Morgan, D. Shepard, E. Wharton, C. Croshal, M. Jeffrey, H. Pezel, J. Freitas, H.Sippola, R. Ybarra, N. Grant
↓	14.	Ratify Student Travel to Anaheim, CA for FBLA State Leadership Conference
↓	15.	Approve Revised Single Plan for Student Achievement - Riles
↓	16.	Approve Surplus Books to Recycle/Discard - Dudley
↓	17.	Approve Professional Services Agreement: Tracy Neill, Amazing Animal World – North Country
↓	18.	Approve Memorandum of Understanding with University of California at San Francisco (UCSF) and Spinelli Elementary for Research Engagement with Multitudes Literacy Screening and Early Intervention Pilot Program
↓	19.	Ratify Purchase of Flexible Seating with One Workplace – North Country
Facilities	20.	Approve Resolution #24/2023-24: Authorizing the Designation of Specific Systems, Products, and/or Materials in the Specifications for District Construction Projects (Freezer)
↓	21.	Approve Resolution #26/2023-24: Authorizing the Designation of Specific Systems, Products, and/or Materials in the Specifications for District Construction Projects (HVAC)
↓	22.	Approve Amendment #1 with Mid Pacific Engineering Inc (MPE) Consultant Services Agreement for the North Country Elementary School Modernization Project, DSA #02-120908
Business	23.	Approve Resolution #23/2023-24: CalSHAPE Grant Application
↓	24.	Approve Payroll Orders: March 2024
↓	25.	Approve Supplemental Agenda (Vendor Warrants): March 2024

XIV. BUSINESS ITEMS

Governance	A.	<u>Board Policy 4117.2/4217.2/4317.2 - Resignations</u>	Action
		This is an update to Board Policy 4117.2/4217.2/4317.2 – Resignations. Because this is a small policy, only one reading should be necessary.	

PUBLIC HEARING: The Board will hold a Public Hearing regarding the consideration and adoption of a resolution regarding the adoption of a Developer Fee Study and the Increase of the Statutory School Fee (Level 1 School Fees).

Facilities	B.	<u>Resolution #22/2023-24: Adoption of a Fee Justification Study and the Increase in School Facilities Fees and Adoption of CEQA Notice of Exemption</u>	Action
		The 2024 Developer Fee Justification Study for the Center Joint Unified School District was prepared by School Works Inc. in March 2024. The study finds that the analysis to determine the imposition of fees pursuant to Government Code Section 65995 indicates that the Center Joint Unified School District is justified to impose a fee of \$5.17 per square foot of residential development and \$0.84 per square foot of commercial/industrial development with the exception of Rental Self Storage facilities, in which a fee of \$0.06 per square foot is justified.	

XV. STUDENT BOARD REPRESENTATIVE REPORTS (3 minutes each)

1. Harmonie Ortega

Info

- XVI. BOARD / SUPERINTENDENT REPORTS** *(10 minutes)* Info
- XVII. ADVANCE PLANNING** Info
- a. *Future Meeting Dates:*
- i. *Regular Meeting: Wednesday, May 15, 2024 @ 6:00 p.m. – Board Room, Center Joint Unified School District Annex, 3243 Center Court Lane, Antelope, CA 95843 and/or Virtual*
- 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.

Agenda Item: XI-1



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Mike Jordan

Initials:

Director of Curriculum, Instruction, and Special Ed.

MDJ

SUBJECT: Williams Complaint Report for Quarter 3

☐ Action Item

☒ Information Item

Attached Pages _____

BACKGROUND:

Mr. Jordan will provide the state-mandated Williams Complaint Report for Quarter 3 of the 2023-24 school year.

There were no Williams Complaint Reports this quarter.

RECOMMENDED BOARD ACTION:

No action is required by the Board.

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

Mike Jordan	Director of C&I, and SpEd	916-339-4697
Name Person submitting form	Job Title	Phone Number Include area code
mikejordan@centerusd.org		
E-mail Address		

DISTRICT INFORMATION

Center Joint U.S.D.	2023-2024	Quarter 3 (Jan.–Mar.)
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.

N/A

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 Erika Franzon at the Sacramento County Office of Education (SCOE): efranzon@scoe.net.

Agenda Item: XI-2



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: Peer Tutoring Update

☐ Action Item

☒ Information Item

Attached Pages _____

BACKGROUND:

Tami Jbeily will give an update regarding the Peer Tutoring Program

RECOMMENDED BOARD ACTION:

Information item only

Agenda Item: XIII-1



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: Adoption of Minutes from March 8, 2024 Special Meeting

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

The minutes from the following meeting are being presented:

Friday, March 8, 2024 - Special Meeting

RECOMMENDED BOARD ACTION:

It is recommended that the CJUSD Board of Trustees approved the March 8, 2024 Special Meeting Minutes.

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES SPECIAL MEETING Rex Fortune Elementary School 4601 Upland Drive, Roseville, CA 95747

(starting location of site tours)

Friday, March 8, 2024

MINUTES

OPEN SESSION - CALL TO ORDER - Trustee Anderson called the meeting to order at 9:30 a.m.

ROLL CALL - Trustees Present: Mrs. Anderson, Mr. Ballin, Mrs. Sammons

Administrators Present: Scott Loehr, Superintendent

ADOPTION OF AGENDA – the agenda was adopted as presented.

Motion: Anderson
Second: Sammons

Ayes: Anderson, Ballin, Sammons
Noes: None

BUSINESS ITEMS

A. School Site Visits

Board Members in attendance toured Rex Fortune Elementary School, Oak Hill Elementary School and Arthur Dudley Elementary School. Trustee Ballin joined the tour around 9:45 a.m. at Rex Fortune Elementary School.

ADJOURNMENT – 12:00 p.m.

Respectfully submitted,

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

Steve Bruno
Board of Trustees Clerk

Adoption Date

Agenda Item: XIII-2



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: Adoption of Minutes from March 13, 2024 Regular Meeting

☒ **Action Item**

☐ **Information Item**

Attached Pages 5

BACKGROUND:

The minutes from the following meeting are being presented:

Wednesday, March 13, 2024 - Regular Meeting

RECOMMENDED BOARD ACTION:

It is recommended that the CJUSD Board of Trustees approved the March 13, 2024 Regular Meeting Minutes.

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES REGULAR MEETING District Board Room Center Joint Unified School District Annex 3243 Center Court Lane, Antelope, CA 95843

Wednesday, March 13, 2024

MINUTES

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

ROLL CALL - Trustees Present: Mrs. Anderson, Mr. Ballin, Mr. Bruno, Mrs. Pope, Mrs. Sammons

Administrators Present: Scott Loehr, Superintendent
Chris Borasi, Director of Personnel & Student Services
Lisa Coronado, Director of Fiscal Services
Mike Jordan, Director of Curriculum, Instruction & Special Education
Richard Putnam, Director of Facilities

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. Public Employee Performance Evaluation (**Certificated**) – Superintendent
2. Public Employee Discipline/Dismissal/Release (G.C. §54957)

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

CLOSED SESSION - 5:30 p.m.

OPEN SESSION - CALL TO ORDER - 6:08 p.m.

FLAG SALUTE –

The Flag Salute was led by Scott Loehr.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

1. Public Employee Performance Evaluation - no action taken
2. Public Employee Discipline/Dismissal/Release (Government Code § 54957) – the Board President announced the following votes taken during Closed Session:

The Board took action on Resolution No. 19/2023-24 to release and non-reelect a certificated employee identified by #108812 effective at the end of the 2023-2024 school year, and directed the Superintendent or designee to send out appropriate legal notices. The roll call vote was unanimous: Ayes: 5 Noes: 0 Absent: 0 Abstentions: 0

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION (continued)

The Board took action on Resolution No. 20/2023-24 to release and non-reelect a certificated employee identified by #108819 effective at the end of the 2023-2024 school year, and directed the Superintendent or designee to send out appropriate legal notices. The roll call vote was unanimous: Ayes: 5 Noes: 0 Absent: 0 Abstentions: 0

The Board took action on Resolution No. 21/2023-24 to release and non-reelect a certificated employee identified by #108592 effective at the end of the 2023-2024 school year, and directed the Superintendent or designee to send out appropriate legal notices. The roll call vote was unanimous: Ayes: 5 Noes: 0 Absent: 0 Abstentions: 0

ADOPTION OF AGENDA

There was a motion to bring the adoption of the agenda to the floor.

Motion: Ballin

Second: Sammons

There were no comments. There were no comments from the board. There was a motion to approve the adoption of the agenda as presented.

Motion: Ballin

Vote: General Consent

Second: Sammons

RECOGNITIONS

Scott Loehr, Superintendent, acknowledged Rex Fortune Elementary School and Principal Jason Farrel as the recipient of the Attendance Champions Award for the month of February 2024. Their site had the highest average daily attendance for that month.

Recognition of the Certificated and Classified Employees of the Year from Center High School – Jerald Ferguson, Principal at Center High School, spoke about Jenna Boller, Teacher of the Year and Manuel Torres, Classified Employee of the Year at Center High School. Jenna and Manuel were each presented with a plaque.

ORGANIZATION REPORTS

1. CUTA – Venessa Mason, President, noted that we are in March madness. Teachers are feeling fatigued. While behaviors have improved, this job is getting harder and harder to do, and harder emotionally. Kind words go a long way in making someone stay, and teachers don't hear them, at least not to them or about them. Teachers need to know and hear from us, the district, how valued they all are. She gave a compliment to the school board for their dedicated time to the district and our sites.

2. CSEA – Niesha Harris-Knott, President, was not in attendance. Mr. Loehr noted that she had nothing to report.

REPORTS/PRESENTATIONS

1. **Math and ELA Presentation** – Mike Jordan and Becky Lawson presented information about Math and ELA, covering the following areas: Tier 1 for all students, Tier 2 for a smaller percentage of students, Tier 3 which is mostly for students with IEPs. They also covered ELA Professional Development, i-Ready assessments measuring and monitoring student progress, objectives and purpose of assessment, CAASPP assessments/Smarter Balance ELA & Math, and diagnostic assessment.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA –

Public Comments In-Person: none

Public Comments Online:

Dana Mata'afa, parent, noted that her children do not feel safe going to school. She shared her concerns with responses from site administration.

CONSENT AGENDA

1. Approved Adoption of Minutes from February 21, 2024 Regular Meeting
2. Approved Classified Personnel Transactions
3. Approved Certificated Personnel Transactions
4. Ratified Professional Services Agreement: Dr. Ayman Damen / Galt Medical Center
5. Approved Three Year Contract with AVI-SPL
6. Approved Professional Services Agreement: Placer Repertory Theater – Fortune Elementary
7. Approved A Touch of Understanding Workshop – 4th Grade Dudley Elementary
8. Approved Contract with Bucket Fillers Forever – Oak Hill
9. Approved Mad Science of Sacramento Valley – Oak Hill
10. Approved Character Building School Assemblies (Forward BMX Show) – Oak Hill
11. Approved Conservation Ambassadors Assemblies – Dudley
12. Approved ARC TRIO Educational Talent Search (ETS) College Campus Tour – Riles MS
13. Approved Out-of-State Travel: “Intro to Culture of Care Professional Development Training”, Fort Collins, Colorado – M. Bence & K. Baioni, McClellan
14. Approved Home to School Transportation Plan
15. Approved Payroll Orders: February 2024
16. Approved Supplemental Agenda (Vendor Warrants): February 2024

There were no public comments from the public. There were no comments from the Board. This item was Board approved.

Motion: Sammons

Vote: General Consent

Second: Pope

BUSINESS ITEMS

A. 2023-24 Second Interim Report

There was a motion to bring this item to the floor.

Motion: Bruno

Second: Sammons

Kristina Desgrange, Fiscal Analyst, presented information regarding the Second Interim Report. There were no public comments. There was Board discussion. There was a motion to approve the 2023-24 Second Interim Report.

Motion: Pope

Vote: General Consent

Second: Ballin

STUDENT BOARD REPRESENTATIVE REPORTS

1. Harmonie Ortega – was not available to report.

BOARD/SUPERINTENDENT REPORTS

Mr. Bruno

- noted that our district does a lot of great things despite not having a lot of staff. He noted that he sees how everyone in the district is contributing and making this an amazing district.

Mr. Ballin

- noted ditto to everything Trustee Bruno said.
- noted that last month there wasn't a lot of activity.
- noted that there are only a few months left this school year. He thanked the staff.
- noted that it appears we are baring well with the budget cuts.
- attended the tour on March 8th to Dudley, Fortune and Oak Hill Elementary Schools.
- noted that everyone is welcome to attend meetings in person and the district is on social media. Feel free to email the board; email addresses are online.

Mrs. Pope

- noted that the Top Ten Dinner will be next week so you know we are near the end of the school year.
- attended the Oak Hill Spaghetti Fundraiser.
- attended the Multicultural event at Center High School.
- attended Spinelli Elementary School's Multicultural night.
- read to 2nd graders and 5th graders at Spinelli Elementary School; was not able to make it to other sites for Read Across America, but if they have a chance sometime she would like to get in the classrooms.
- attended the Dudley PTO plant sale.
- noted that the board received an email from Latoya Jenkins regarding Girl's on the Run participating in an event at Inderkum High School on the 19th.

Mrs. Sammons

- thanked folks for their reports tonight.
- attended a boys' volleyball game at Center High School.
- attended the Multicultural event at Center High School.
- attended Dudley Elementary School's plant and bake sale.
- attended Oak Hill's BINGO fundraiser.
- read to Ms. Diab's 2nd grade class during Read Across America Week.
- attended site tours at Fortune, Dudley and Oak Hill Elementary Schools.
- reminded folks to say or do something to make someone smile.
- thanked everyone for everything they do.

Mr. Loehr

- noted that he appreciates the board members for making time to join the site tours.
- thanked the Principals and administrators for giving them their time for the tours.
- spoke about reading to classes at Dudley Elementary and Spinelli Elementary.
- thanked Becky Lawson and Kristina Desgrange for presenting tonight.
- appreciates the teachers and staff with what they are going through during modernization.
- noted that we will be rolling out the Impact Award. There will be a form that people can fill out online to recognize employees.

Mrs. Anderson

- attended BINGO Night at Oak Hill Elementary.
- thanked Tim, at Dudley Elementary, that does the gardening with the students.
- noted that walk-throughs have gone great.
- noted that she appreciates all of our employees.

ADVANCE PLANNING

- a. *Future Meeting Dates:*
 - i. *Regular Meeting: Wednesday, April 17, 2024 @ 6:00 p.m. – Board Room, Center Joint Unified School District Annex, 3243 Center Court Lane, Antelope, CA 95843 and/or Virtual*
- b. *Suggested Agenda Items:*
 - *Twin Rivers Police update, slated for April*

ADJOURNMENT – 7:26 p.m.

Respectfully submitted,

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

Steve Bruno
Board of Trustees Clerk

Adoption Date

Agenda Item: XIII-3



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: Adoption of Minutes from March 15, 2024 Special Meeting

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

The minutes from the following meeting are being presented:

Friday, March 15, 2024 - Special Meeting

RECOMMENDED BOARD ACTION:

It is recommended that the CJUSD Board of Trustees approved the March 15, 2024 Special Meeting Minutes.

Agenda Item: XIII-3

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES SPECIAL MEETING
Center High School
3111 Center Court Lane, Antelope, CA 95843
(starting location of site tours)

Friday, March 15, 2024

MINUTES

OPEN SESSION - CALL TO ORDER - Trustee Anderson called the meeting to order at 9:00 a.m.

ROLL CALL - Trustees Present: Mrs. Anderson, Mr. Ballin (*joined later in the tour*),
Mr. Bruno, Mrs. Pope, Mrs. Sammons

Administrators Present: Scott Loehr, Superintendent

ADOPTION OF AGENDA – the agenda was adopted as presented.

Motion: Anderson
Second: Pope

Ayes: Anderson, Bruno, Pope, Sammons
Noes: None

BUSINESS ITEMS

A. School Site Visits

Board Members in attendance toured Center High School and Cyril Spinelli Elementary School.
Trustee Ballin joined the tour around 9:35 a.m. at Center High School.

ADJOURNMENT – 11:48 a.m.

Respectfully submitted,

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

Steve Bruno
Board of Trustees Clerk

Adoption Date

Agenda Item: XIII-4



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 04/17/2024

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi, Director of Human Resources

Initials:

CSB

SUBJECT: Classified Personnel Transactions

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

Classified Retirements, Resignations and New Hires

RECOMMENDED BOARD ACTION:

Approve Classified Personnel Transactions as Submitted

Retirement

Laura Davis is retiring from her position as Nutrition Services Supervisor effective December 30, 2024.

Sherry Wilson is retiring from her position as School Bus Driver for the Transportation Department effective May 3, 2024.

Resignation

Maryana Gordinho resigned from her position as Noon Duty Aide for North Country Elementary effective April 9, 2024.

Tiffinnie Morris-McHenry is resigning from her position as Staff Secretary for the Special Education Department effective April 1, 2024.

New Hires

Autumn Collins was hired as an Instructional Specialist/PH for North Country Elementary effective March 15, 2024.

David Knoll was hired as a Noon Duty Aide for North Country Elementary effective April 2, 2024.

Mary MacDonald was hired as a Bus Attendant for the Transportation Department effective March 12, 2024.

Justin Millhollin was hired as a Mechanic I for the Transportation Department effective March 7, 2024.

Maria Olvera was hired as an Instructional Specialist/PH for Center Preschool effective April 1, 2024.

Erica Padilla was hired as an Instructional Specialist/PH for Spinelli Elementary effective April 2, 2024.

Shaun Richardson was hired as an Instructional Specialist/PH for Center Preschool effective March 18, 2024.

Gholamreza Sadri was hired as a Custodian for Dudley Elementary effective March 25, 2024.

Agenda Item: XIII-5



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 04/17/2024

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi, Director of Human Resources

Initials:

CSB

SUBJECT: Certificated Personnel Transactions

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

Certificated Resignations and New Hires

RECOMMENDED BOARD ACTION:

Approve Certificated Personnel Transactions as Submitted

Resignation

Sally Ellberg resigned her position as a Secondary Science Teacher for Wilson C. Riles Middle School effective May 31, 2024.

Emily Gomes resigned her position as an Elementary Teacher for Oak Hill Elementary School effective May 31, 2024.

Michael Lindquister resigned his position as an Elementary Teacher for Dudley Elementary School effective May 31, 2024.

New Hires

Sara Petersen was hired as a Preschool Special Education Teacher for Center Preschool effective April 8, 2024.

Agenda Item: XIII-6



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 4-17-2024

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi, Director of Human Resources/Student Services

Initials:

CSB

SUBJECT: RESOLUTION TERMINATING SERVICES OF CLASSIFIED EMPLOYEES FOR LACK OF WORK AND/OR LACK OF FUNDS

RESOLUTION NO. #25/2023-24

☒ **Action Item**

☐ **Information Item**

Attached Pages 2

BACKGROUND:

This is the final resolution, including employee names, for those employees being laid off due to lack of work for the 2024-2025 school year. The positions related to these employees were laid off in adopted Resolution No. 17/2023-24.

RECOMMENDED BOARD ACTION:

APPROVE RESOLUTION NO. #25/2023-24

Agenda Item: XIII-6



**CENTER JOINT UNIFIED
SCHOOL DISTRICT**
ESTABLISHED 1858

Respecting Our Traditions, While Embracing New Ideas

Board of Trustees
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae Pope
Adrianna Sammons

Superintendent
Scott A. Loehr

**BOARD OF TRUSTEES OF THE
CENTER JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION TERMINATING SERVICES OF CLASSIFIED EMPLOYEES FOR LACK OF WORK
AND/OR LACK OF FUNDS**

RESOLUTION NO. #25/2023-24

WHEREAS, on February 21, 2024, the Board of Trustees (“Board”) of the Center Joint Unified School District (“District”) adopted Resolution No. 17/2023-24 to reduce or eliminate services and resulting in the layoff of classified employees by no later than the end of the 2023-2024 school year, as described and set forth in that Resolution;

WHEREAS, on or before March 15, 2024, and after the Board was informed of the recommendation that affected classified employees, as identified below, receive notice that their services will not be required for the ensuing school year, the Board’s designated representative served notice on the affected classified employees that it has been recommended that their services will not be required for the ensuing 2024-2025 school year pursuant to Education Code sections 45117 and 45308 (referred to herein as a “preliminary layoff notice”);

WHEREAS, the preliminary layoff notices advised the recipients that they could request a hearing to determine if there was cause for not reemploying them for the ensuing 2024-2025 school year, and that a failure to timely request a hearing shall constitute a waiver of the right to a hearing and their services will accordingly be terminated pursuant to the recommendation without a hearing;

WHEREAS, each and every recipient of a preliminary layoff notice failed to request a hearing within the time allowed and therefore waived any rights to a hearing, and the jurisdictional and statutory prerequisites have thus been satisfied as to all such employees as required by law;

WHEREAS, Education Code section 45117, subdivision (c), provides that the Board shall make the final determination as to the sufficiency of the cause and disposition of the layoff;

WHEREAS, the services of no permanent or other classified employee are being terminated while any probationary or other classified employee with less seniority is being retained to render a service which the permanent or other employee is competent to render, within the meaning of, and except as permitted by, Education Code section 45308;





**CENTER JOINT UNIFIED
SCHOOL DISTRICT**
ESTABLISHED 1858

Respecting Our Traditions, While Embracing New Ideas

Board of Trustees
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae Pope
Adrianna Sammons

Superintendent
Scott A. Loehr

WHEREAS, rights to reemployment pursuant to Education Code section 45117 and/or 45308 shall be provided to the classified employees whose services are terminated as a result of this layoff;

WHEREAS, Education Code section 45117, subdivision (c)(3)(A), requires final Board action and notifications to employees by no later than May 14, 2024.

NOW, THEREFORE, BE IT RESOLVED that sufficient cause exists for the termination of the services of the following classified employees:

PHALLY PHAY, DANIEL VIRGEN, GREGORY CRITES, DEEANNA BALL, CRISTINA KEATS, JAKE SMITH, DESIREE SMITH, KELLY JEW, JESSICA MAZA, KEVIN KOONS

BE IT FURTHER RESOLVED that the employment of the affected classified employees listed above is hereby terminated effective upon the close of the current school year, i.e., the end of each affected employee's last working day prior to July 1, 2024;

BE IT FURTHER RESOLVED that this decision is effective immediately and that the Board or designee shall take such actions necessary and appropriate to implement this Resolution, including at least giving appropriate notice to the classified employees listed above of the termination of their services due to lack of work and/or lack of funds to take effect upon the close of this school year, with notices being given on or before May 14, 2024, in the manner prescribed in Education Code section 45117;

BE IT FURTHER RESOLVED that reemployment rights be afforded in accordance with the Education Code, if and when reemployment is offered and to the extent any reemployment rights are applicable to any of the above-referenced employees.

PASSED AND ADOPTED by the Board of Trustees of the Center Joint Unified School District on April 17, 2024, in the County of Sacramento, California.

AYES: _____

NOES: _____

ABSTENTIONS: _____

Nancy Anderson, President
Board of Trustees





**CENTER JOINT UNIFIED
SCHOOL DISTRICT**
ESTABLISHED 1858

Respecting Our Traditions, While Embracing New Ideas

Board of Trustees
Nancy Anderson
Howard Ballin
Steven Bruno
Delrae Pope
Adrianna Sammons

Superintendent
Scott A. Loehr

CERTIFICATION

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO) ss.

I, Scott A. Loehr, Superintendent of the Center Joint Unified School District, do hereby certify and declare that the foregoing is a full, true and complete copy of a resolution duly adopted by the Center Joint Unified School District on the 17th day of April 2024.

Scott A. Loehr
Superintendent
Center Joint Unified School District



Agenda Item: XIII-7



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 4-17-2024

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi, Director of Human Resources/Student Services

Initials:

CSB

SUBJECT: New Job Description for Classified Management Position - Communications Coordinator

☒ **Action Item**

☐ **Information Item**

Attached Pages 3

BACKGROUND:

The district has identified a need for an additional management position in the area of marketing and communications.

The attached job description outlines the basic responsibilities, supervisor, typical duties, employment standards, education and experience requirements, and physical characteristics that are associated with the new position.

RECOMMENDED BOARD ACTION:

Approve the job description for Communications Coordinator

CENTER JOINT UNIFIED SCHOOL DISTRICT

JOB TITLE: Communications Coordinator

DESCRIPTION OF BASIC RESPONSIBILITIES

Under the direction of the Superintendent or Designee, the Communications Coordinator serves as district spokesperson, district media liaison, and coordinator of communications and public relations; plans and organizes special events to enhance public relations; assists in enhancing the public relations and effective communications practices of staff as assigned; creates and prepares a variety of publications and materials; manages the District electronic web presence, marketing, and social media; trains and/or supervises the performance of assigned personnel; coordinates grant proposal development.

SUPERVISOR: Superintendent

TYPICAL DUTIES:

1. Leads communications and public relations; provides strategic planning and implements public, employee and media relations strategies.
2. Develops and manages the districts strategic communications plan.
3. Leads and oversees the development, design, and production of publications including but not limited to visual presentations, internal and external web sites, social media, newsletters, brochures, digital marketing, advertising, and surveys.
4. Analyzes district communication data for effectiveness and coverage and provides leadership in improving the process.
5. Leads, plans, and organizes special events, activities, and marketing to enhance District public relations.
6. Executes effective communication campaigns and programs.
7. Leads marketing activities.
8. Serves as communication/media liaison between all media and the District.
9. Creates and maintains a media contact list.
10. Prepares and distributes news releases, arranges media interviews and conferences, and responds to media requests for information.
11. Leads training to enhance public relations and communication practices of staff; leads professional development for administrators and district employees in understanding and developing techniques for interacting with the media, public and others.
12. Arranges and assists schools and departments in coordinating media coverage; prepares and distributes media releases and story pitches highlighting school and District programs and successes.
13. Develops, coordinates, and evaluates the district's public relations, marketing, communications and public affairs strategy.
14. Researches and writes articles and speeches for use by the Superintendent, Board of Education members, and other staff as needed.
15. Provides support to the Superintendent in completing projects as assigned to meet the needs of school sites, District departments and the Board of Education.

16. Attends Board of Education meetings as assigned and advises the governing board and administration on matters relating to community attitudes toward the district and its programs.
17. Coordinates and develops vendor partnerships supporting District communication initiatives.
18. Participates in the development of the annual preliminary budget for communications and public relations in the district; analyzes and reviews budget and financial data on an ongoing basis and maintains appropriate expenditures in accordance with established limitations.
19. Assists in updates and revisions of Board Policies and Administrative Regulations.
20. Plans, organizes, publicizes, and attends various district related informational events, recognition programs and competitions.
21. Prepares, processes, and accesses confidential information that is used to contribute to the development of management positions with respect to employer-employee relations.
22. Leads, prepares and manages grant funding proposals.
23. Oversees student interns.
24. Coordinates and collaborates with pertinent staff on grant applications.
25. Performs other related duties as assigned.

EMPLOYMENT STANDARDS:

Knowledge of:

- Excellent verbal, written and interpersonal communication skills;
- Excellent English usage, spelling, grammar, punctuation, and composition;
- Current technology for performance of duties; including graphics design and current publication/print software;
- Excellent analytical and critical thinking skills and ability to use good judgment when making independent decisions;
- Current and emerging video and multimedia production procedures, best practices, methods, techniques and terminology;
- Professional video editing software;
- Innovative trends in multimedia communications;
- Principles, methods, procedures, and strategies concerning a public information, communications, and community relations program within a public school;
- Legal mandates, California Education Codes, policies, regulations and guidelines pertaining to the distribution of news and public information;
- Public Relations' Code of Ethics;
- Social media applications;
- Copyright laws;

Ability to:

- Develop and maintain effective working relationships with District staff, Board members, news media, and the general public;
- Exercise independent discretion and good judgment;

- Operate professional video productions and editing equipment;
- Work independently with minimal direction or supervision;
- Stand and/or sit for extended periods of time;
- Enter data into a computer and operate standard office equipment for extended periods of time;
- See and read a computer screen and printed matter with or without vision aids;
- Speak so that others may understand at normal levels and on the telephone with or without hearing aids;
- Maintain strict confidentiality.

EDUCATION, EXPERIENCE AND REQUIREMENTS:

- Bachelor's Degree in public relations, journalism, communications or a related field, or equivalent experience in education or business environment.
- Postgraduate coursework preferred.
- Five years of increasingly responsible experience in public relations, communications, journalism or a related field preferred.

PHYSICAL CHARACTERISTICS:

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

Agenda Item: XIII-8



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 4-17-2024

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi, Director of Human Resources/Student Services

Initials:

CSB

SUBJECT: Disposal of Surplus Busses/Vehicles

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

The Transportation Department would like to surplus the attached list of busses and vehicles.

Beginning 1/2025 all Commercial Diesel vehicles that are 10 or more years will be prohibited on the roads in California.

Bus 17 is a 1991

28 is a 1995

21 is a 2000

30 is a 2001

32 is a 2002

33 is a 2004

34 is a 2004

36 is a 2004

Red Tow is a 1983 and has not been driven for approx. 4 yrs. In order to use the "tow" portion you must be certified. The vehicle is inoperable.

RECOMMENDED BOARD ACTION:

Approve the surplus of the busses and vehicles on the attached list.

AR	Description	District Vehicle #	License Plate	Last Mileage	Starting Bid Amount
1991	Bluebird School Bus	B17	E359776	265,109 – 5/10/22	\$ 500.00
2000	2000 International School Bus	B21	1309954	198,118 - 11/10/22	\$ 500.00
2001	2001 International Bus	B30	1104914	203,309 – 9/27/23	\$ 500.00
2002	Thomas School Bus	B31	1070194	108,134 -12/19/21	\$ 500.00
2002	Thomas School Bus	B32	1070193	160,403 – 5/8/23	\$ 500.00
2004	Thomas School Bus	B33	1089698	175,862 – 4/14/23	\$ 500.00
2004	Thomas School Bus	B34	1089697	161,422 – 9/7/22	\$ 500.00
2004	International School Bus	B36	1190523	233,132 – 11/25/22	\$ 500.00
1983	Chevy Tow truck/pick up	W52	1018611	197,770 – 9/25/21	\$ 750.00

Out of service

Invalid Year/High odometer or Inoperable

Agenda Item: XIII-9



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Mike Jordan

Initials:

Dir. of Curriculum, Instruction, and Special Education

MDJ

SUBJECT: Master Contract with CCHAT for services

☒ **Action Item**

☐ **Information Item**

Attached Pages _____

BACKGROUND:

CCHAT (Children's Choice for Hearing and Talking) is a state-approved, non-public agency that provides services to students in the Center Joint Unified School District with hearing impairment. These are services that CJUSD staff are unable to provide due to their specialized nature. A master contract is required to work with all non-public-agencies.

RECOMMENDED BOARD ACTION:

The Board approved this Master Contract.



SACRAMENTO COUNTY SELPA

SUPPORTING THE FOLLOWING LEAS:

*ARCOHE, CENTER, ELVERTA, GALT ELEMENTARY, GALT HIGH SCHOOL, NATOMAS
CHARTER SCHOOL, RIVER DELTA, ROBLA*

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

SACRAMENTO COUNTY SELPA

2023-2024

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

Contract Year 2023-2024

☒

Nonpublic School ("NPS")

☐

Nonpublic Agency ("NPA")

Type of Contract:

☒

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 Extension of the Master 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 LEA in accordance with Section 4 of this Master Contract.
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

Page

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 ("ISA")	3
7. DEFINITIONS	4

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	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	16
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	16
31. STUDENT DISCIPLINE	18
32. IEP TEAM MEETINGS	19
33. SURROGATE PARENTS AND FOSTER YOUTH	19
34. DUE PROCESS PROCEEDINGS	20
35. COMPLAINT PROCEDURES	20
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	20
37. TRANSCRIPTS	21
38. LEA STUDENT CHANGE OF RESIDENCE	21
39. WITHDRAWAL OF LEA STUDENT FROM NPS/A	21
40. PARENT ACCESS	21

41. LICENSED CHILDREN’S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS	22
42. STATE MEAL MANDATE	22
43. MONITORING	22

IV. PERSONNEL

44. CLEARANCE REQUIREMENTS	23
45. STAFF QUALIFICATIONS	24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	25
47. STAFF ABSENCE	26
48. STAFF PROFESSIONAL BEHAVIOR	26

V. HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY	27
50. FACILITIES AND FACILITIES MODIFICATIONS	22
51. ADMINISTRATION OF MEDICATION	28
52. INCIDENT/ACCIDENT REPORTING	28
53. CHILD ABUSE REPORTING	28
54. SEXUAL HARASSMENT	28
55. REPORTING OF MISSING CHILDREN	28

VI. FINANCIAL

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

EXHIBIT A: RATES	36
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT	38

2023-2024

CONTRACT NUMBER:

LEA:

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: CCHAT
Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2023, between [redacted], hereinafter referred to as the local educational agency ("LEA") and CCHAT Center [redacted] (nonpublic, nonsectarian school [NPS] or nonpublic, nonsectarian agency [NPA]), hereinafter referred to as "NPS/A" or "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.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this 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 Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is ordered 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 NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement and/or NPS/A services is appropriate, and the IEP is signed by the Parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A placements and services shall be provided consistent with the area of certification and licensure 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 NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the

date this Contract is executed by CONTRACTOR. This Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of the State of California shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, 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. § 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the State of California, or other public agency having delegated authority by contract with the State of California to license, to provide nonmedical care room and board 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 the State of California, 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 in writing 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/or suspension or termination of this Contract by the LEA. Any suspension or revocation of CONTRACTOR's CDE certification shall also be good cause for the immediate suspension or termination of this Contract by LEA, at LEA's discretion.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, State of California, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA and SELPA policies, regulations, and procedures (collectively referred to as "LEA Procedures") unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA Procedures and shall indemnify LEA under the provisions of Section 16 of this Contract 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 Procedures (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) 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 the LEA.

The provisions of this 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 Contract incorporates LEA Procedures herein by this reference. Each ISA is also incorporated herein by this reference. This Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This 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 information as requested in writing to secure a Contract or a renewal.

At a minimum, such information shall include copies of current 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 Contract will be issued. If CONTRACTOR does not return the 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 Contract is received by LEA and will not be retroactive to the first day of the new Contract's effective date. If CONTRACTOR fails to execute the new Contract within such ninety-day period, all payments shall cease until such time as the new Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code §56366(c)(1) and (2)). In the event that this Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Contract in effect. In the event that this 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 students.

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

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

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

the Parent and LEA voluntarily agree otherwise, or an Interim Alternative Educational Setting ("IAES") is deemed lawful and appropriate by LEA or OAH consistent with Title 20 of the United States Codes Sections 1415(k)(1)(G), 1415(k)(2), and 1415(k)(3)(B)(ii)(II). CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

Exhibit B includes the ISA form.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency ("NPS/A") certified by the California Department of Education ("CDE"), and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, 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 this Contract, unless otherwise specified in this 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. 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in 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. (California Code of Regulations, tit. 5, § 3001(r).)

- e. The term "license" means a valid non-expired document issued by a licensing agency within the California Department of Consumer Affairs or other State of California 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 of California licensing agency, a certificate of registration with the appropriate professional organization at the national or State of California 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 foster parent if the authority of the biological or adoptive parents 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 (b)(2),
 - iii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iv. 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,
 - v. a surrogate parent.

Parent does not include the state or any political subdivision of government or a NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education 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 an 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 "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this 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 this Contract. Notices to CONTRACTOR shall be addressed as indicated on the signature page of this 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 Contract. For purposes of this 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 through additional instructional assistants, behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (Parent/doctor notes, telephone logs, and related documents) if CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; transcripts; grade and progress reports; behavioral data; IEP/IFSPs; assessment reports; bus rosters; staff lists specifying credentials held and documents

evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; business licenses held; by-laws; lists of current board of directors/trustees, if incorporated; all budgetary information, including operating budgets; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/State payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify LEA 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 contract with venue in the County where LEA is located.

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

This 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, guideline, or regulation upon which the modifications or changes are based.

14. TERMINATION

This Contract or ISA may be terminated for cause. Cause shall include but not be limited to non-maintenance of current NPS/A certification, failure of either LEA or CONTRACTOR to maintain the standards required under the Contract and/or ISA, or other material breach of this Contract by CONTRACTOR or LEA. For purposes of NPS placement, the cause shall not be the availability of a public class initiated during the period of the Contract unless the Parent agrees to the transfer of the LEA student to the public school program at an IEP team meeting. To terminate the Contract or ISA, either party shall give no less than twenty (20) days prior written notice to the other party. (California Education Code §56366(a)(4).) If this Contract is terminated with twenty (20) days' notice, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract on the date of termination.

Notwithstanding the foregoing, this Contract or ISA may be terminated immediately, without twenty (20) days prior notice and at 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 NPS/A certification. If this Contract is terminated immediately, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Contract within five (5) business days of termination. Notwithstanding the foregoing regarding termination of an ISA, CONTRACTOR is bound by the "stay put" provisions described in Section 6 of this Contract.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect, during the term of this Contract, 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 Contract 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
- \$4,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

CONTRACTOR's general liability policy shall be primary and shall not seek contribution from LEA's coverage, and be endorsed using Insurance Services Office form CG 20 10 or CG 20 26 (or equivalent) to provide that LEA and its officers, officials, employees, and agents shall be additional insureds under such policies.

- B. Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a limit of two million dollars (\$2,000,000) per accident.

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. Sexual Abuse and Molestation Insurance

CONTRACTOR shall provide Sexual Abuse and Molestation coverage in the minimum amount of three million dollars (\$3,000,000) per occurrence.

E. Errors & Omissions (E & O)/Malpractice (Professional Liability) Insurance

CONTRACTOR shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Contract, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

F. For all Insurance Coverage in Part I:

- 1) Each insurance policy required by the Contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to LEA, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- 2) All self-insured retentions over \$100,000 must be declared and approved by LEA.
- 3) Evidence of Insurance – Prior to commencement of serving LEA students pursuant to this Contract, CONTRACTOR shall furnish LEA with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. CONTRACTOR must agree to provide complete, certified copies of all required insurance policies if requested by LEA.
- 4) Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-, VII, or higher.

G. All Certificates of Insurance must 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 NPS affiliated with a residential treatment center ("NPS/RTC"), the following insurance policies are required:

A. Commercial General Liability including both bodily injury and property damage, with limits of at least:

\$3,000,000 per Occurrence

\$6,000,000 in General Aggregate.

The policy shall be endorsed to name LEA and LEA's Board of Education as named additional insureds and shall provide specifically that any insurance carried by LEA which may be applicable to any claims or loss shall be deemed excess and NPS/RTC's insurance primary despite any conflicting provisions in the NPS/RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the NPS/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 NPS/RTC does not operate a student bus service. If the NPS/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 NPS/RTC to cover all employees who process or otherwise have responsibility for NPS/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 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 CONTRACTOR. LEA shall have the right in its sole discretion to select counsel of its choice to provide the defense at the sole cost of 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 Contract or its performance thereof, 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 LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract 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 Contract 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 determined to be a partner, joint venture, 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 determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by LEA as a result of that determination.

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 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 notice and CONTRACTOR shall not subcontract for said service(s).

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 Contract in all subcontracts, to the fullest extent possible. Furthermore, when CONTRACTOR is developing subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any LEA 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 Contract during the term of each subcontract. If a proposed subcontract is approved by LEA, each subcontractor shall furnish LEA with original endorsements and certificates of insurance effecting coverage required by Section 15 of this 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 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 LEA's forms, a subcontractor's insurer may provide, with prior LEA approval, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Contract. All Certificates of Insurance must reference the LEA contract number, name of the NPS/A submitting the certificate, designation of NPS or NPA, and the location of the NPS/A submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this 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 disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 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.

LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for an 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 the LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's NPS/A) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid 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 not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the LEA student for whom the IEE is requested. Likewise, LEA may 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, CONTRACTOR may provide an IEE.

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the 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 good cause for termination of this Contract by LEA.

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 or 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 or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

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 special education and/or related services (including transition services) to each LEA student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept an LEA student if it cannot provide or ensure the provision of the services

outlined in the student's IEP. If an LEA student's services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA, in writing, if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the 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 the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of an LEA student's enrollment under the terms of this Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in an LEA student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations.

CONTRACTOR may charge an LEA student's Parent(s) for services and/or activities not necessary for the student to receive a FAPE after: (a) written notification to the 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 the 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 the student to receive a FAPE shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR, and Parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A 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.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices 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 the 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 LEA; (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 Contract.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certifications, and shall be provided as specified in the student's IEP and ISA.

CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Contract. 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 or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the Parent 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 Contract. CONTRACTOR shall immediately notify LEA in writing if no Parent, guardian or adult caregiver is present.

CONTRACTORS providing Behavior Intervention Services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. CONTRACTORS providing Behavior Intervention Services must have a trained behaviorist or trained equivalent on staff who is qualified and responsible for the design, planning, and implementation of behavioral interventions as the law requires. (Cal. Code Regs., tit. 5, § 3051.23; Ed. Code § 56366.10(e).) It is understood that Behavior Intervention Services are limited per CDE Certification and do not constitute an instructional program.

When CONTRACTOR is a NPA, 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 NPS, 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 the student's ISA developed in accordance with the 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 passing time shall be at the same level that California Education Code prescribes for 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 level unless otherwise specified in the student's IEP.

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

24. CLASS SIZE

When CONTRACTOR is a NPS, 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 NPS CONTRACTOR is unable to fill a vacant teaching position responsible for direct instruction to LEA students, and the vacancy has a direct impact on the CDE Certification of that school, CONTRACTOR shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR 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 NPA CONTRACTOR.

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 NPS:

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 LEA 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 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 its regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In such a case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

Unless otherwise specified by the LEA student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the student's 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 student's IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to by LEA and CONTRACTOR, 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 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 NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. As of the execution of this Contract, those 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, Juneteenth and Independence Day. With the prior written 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 NPA:

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 the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the 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 before delivery of any NPA services. 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 NPA service provided by CONTRACTOR. Any services provided without this written agreement

shall be at the sole financial responsibility of the CONTRACTOR. In the event of school closures due to emergency, payment will follow the procedures in accordance with Section 62 of this Contract.

26. DATA REPORTING

CONTRACTOR shall agree to provide to LEA all data related to LEA student information and billing information. CONTRACTOR shall provide data related to all sections of this Contract, including student discipline as noted below, when requested by LEA and in the format required by LEA. It is understood that CONTRACTOR shall utilize LEA-approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to in writing by LEA. Additional progress reporting may be required by the LEA. LEA shall provide CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access so that this information may be compiled.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915. (Ed. Code § 49006.)

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 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, 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 recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, 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, the English Language Proficiency Assessments for California ("ELPAC"), and Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the LEA student, and mandated by LEA pursuant to LEA, State of California, and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend LEA-mandated meetings when legal mandates and/or LEA 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, data collection, 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 the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. 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 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 the federal law and its implementing regulations. If the 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 pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports ("BERs"). CONTRACTOR shall 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 ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. Training shall include certification by an approved LEA crisis intervention program. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. (Ed. Code 56366.10(f).) The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain accurate written records documenting all training completed by all of CONTRACTOR's employees. Evidence of all trainings shall be submitted to LEA at least annually at the beginning of the school year, and within five (5) business days of completion of training or any new hire upon LEA request.

Pursuant to 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 a 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 emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency. Consistent with Section 44 of this 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.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. The use of Personal Safety Techniques (which may or may not have been used) does not determine whether a BER is required. Emergencies **require** a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment ("FBA"), and to determine an interim plan, or both. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

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 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 behavior intervention is ineffective, that may require an IEP team meeting.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and 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 Parent 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 an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

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

CONTRACTOR's failure to comply with any of the requirements of Section 30: Positive Behavior Interventions and Supports shall constitute sufficient good cause for immediate termination of this Contract by LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with State of California and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. (Ed. Code § 49006.)

When CONTRACTOR seeks to remove a LEA student from the student's current educational placement for disciplinary reasons, CONTRACTOR shall immediately (within 24 hours) submit a written discipline report to LEA. Written discipline reports shall include, but not be limited to: the 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 the 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 after the decision is made to suspend the student for more than ten (10) school days or recommend expulsion of the

student. LEA shall notify and invite CONTRACTOR 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 LEA student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the LEA student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the LEA student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii) and California Education Code section 56345(b)(4).)

If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, 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 LEA student shall be allowed to provide confidential input to any representative of the student's IEP team. Except as otherwise provided in the 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 Contract, the Parent, CONTRACTOR, or LEA may request a review of the LEA student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, CONTRACTOR, LEA, and Parent in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to CONTRACTOR, LEA, and Parent. CONTRACTOR shall provide to LEA, at no cost and prior to an annual or triennial IEP team meeting, documentation regarding the student's 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 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 Contract.

It is understood that CONTRACTOR shall utilize the LEA approved electronic IEP system for all IEP planning and progress reporting at LEA's discretion. LEA may provide training for any CONTRACTOR to ensure access to the approved system. CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a LEA student disenrolls from the NPS/A, the CONTRACTOR shall discontinue use of the approved system for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting provided under this Contract, may only be made on the basis of revisions to the student's IEP. In the event that CONTRACTOR believes a LEA student requires a change of placement, CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. A LEA 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 Section 1415(k)(4) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's Parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 U.S.C. sections 1414-1482 and 34 C.F.R. sections 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). LEA shall annually notify CONTRACTOR who LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by LEA any time after the completion of the student's second year of high school, CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of 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. Participation includes CONTRACTOR's staff being made available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of 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, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8(a), (d) and 106.9(a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately (within 24 hours) notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

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 CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's Parent quarterly.

CONTRACTOR shall also provide LEA representatives access to supporting documentation used to determine progress on any goal or objective, transition plans, and behavior intervention plans, 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 intervention plans. LEA may request such data at any time within five (5) years of the date of service. CONTRACTOR shall maintain such information for at least five (5) years and shall provide this data supporting progress to LEA within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the LEA student at least ten (10) days prior to the student's IEP team meeting for the purpose of reporting the 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 Procedures, and/or LEA practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team at least five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation, such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting, and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by LEA unless LEA specifies in writing a request that CONTRACTOR perform such assessment. Any assessment and/or evaluation 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 LEA students as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 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 a LEA student's Parent(s) or LEA for the provision of progress reports, report cards, and/or any evaluations conducted in order to obtain present levels of performance, interviews, and/or attendance at any 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 student's record and shall be made available to LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, 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, and submit such transcripts on LEA-approved forms to the 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, the 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 Contract.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify Parents in writing of their obligation to notify CONTRACTOR of an LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to Parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA in writing of the LEA student's change of residence as specified in LEA Procedures.

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

39. WITHDRAWAL OF LEA STUDENT FROM NPS/A

CONTRACTOR shall immediately report to LEA via telephone and electronically (within 24 hours) and in writing to LEA within five (5) business days when a LEA student is withdrawn from school and/or services without prior notice. This includes but is not limited to a LEA student's change of residence to a residence outside of LEA boundaries, and LEA student's discharge against professional advice from a NPS and/or residential treatment center ("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 student living quarters when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR 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 CONTRACTOR and LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all Parent travel and

accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through LEA consistent with LEA Procedures.

CONTRACTOR providing services in a LEA student's home as specified in the IEP shall ensure that at least one Parent of the child, or an adult caregiver with the Parent's written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the Parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. CONTRACTOR shall ensure that the Parent informs the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with CONTRACTOR.

CONTRACTOR shall notify LEA in writing immediately (within 24 hours) of all problems and/or concerns reported to Parents, both verbal and written.

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines and LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS 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 as 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. A copy of the current IEP shall be provided to the LEA.

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 NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the 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, respectively, 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.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

When CONTRACTOR is a NPS, LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which LEA has a student attending and with which it maintains a master

contract. The monitoring visit shall include, but is not limited to, a review of services provided to the student through the ISA between LEA and the NPS, a review of progress the student is making toward the goals set forth in the student's IEP, a review of progress the student is making toward the goals set forth in the student's BIP, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a student if LEA does not have any students enrolled at the NPS at the time of placement. (Ed. Code § 56366.1.)

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each LEA student's instructional program. LEA 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 held by CONTRACTOR. LEA's access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR and LEA shall be invited to participate in the review of each LEA student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b). LEA may also conduct its own onsite review of a NPS using 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 standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) Superintendent shall conduct an onsite review in year two; and (3) Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or 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 NPS, compliance with relevant State and federal regulations, and Contract compliance. If requested by LEA, CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment to LEA and CDE. 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 NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

If CONTRACTOR is a NPA:

When CONTRACTOR is an NPA, all employees, volunteers, and subcontractors of CONTRACTOR who will or are likely to interact with LEA students shall obtain clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, CONTRACTOR shall require all employees, volunteers, and

subcontractors to submit fingerprints through LEA's Live Scan system, regardless of whether CONTRACTOR requires its employees and volunteers to submit fingerprints for background checks in accordance with its own procedures. In addition, CONTRACTOR shall require all employees, volunteers, and subcontractors who will interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee to enroll in LEA's subsequent arrest notification service as required by California Penal Code section 11105.2.

No employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h) shall interact with LEA students outside the immediate supervision and control of the student's Parent or an LEA employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not interact with LEA students unless and until CDOJ and DBI clearances are ascertained through LEA's Live Scan system.

If CONTRACTOR is a NPS or RTC:

When CONTRACTOR is an NPS or RTC, CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. In addition, if CONTRACTOR is located outside of California, then the CONTRACTOR shall also obtain clearance from its state's department of justice. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with LEA students until CDOJ, its state's DOJ, and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into 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). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. CONTRACTOR shall certify to LEA that CONTRACTOR'S employees, volunteers, and subcontractors have successful background checks and CONTRACTOR enrolled in subsequent arrest notification service for all employees, volunteers, and subcontractors who may come into contact with LEA students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, employee, volunteer, and subcontractor of the CONTRACTOR. 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 the LEA upon request.

45. 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 hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(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 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).)

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code §56366.1(a)(5)) CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

46. 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 Sacramento County Superintendent of Schools. CONTRACTOR shall comply with the requirements of Section 44 (Clearance Requirements) and provide LEA with verified dates of Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any LEA 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 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 which such person is providing services under this Contract.

CONTRACTOR'S failure to notify LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or and shall be good cause for termination of this Contract by LEA.

CONTRACTOR shall identify to LEA any employee (or CONTRACTOR, if 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 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 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 employee and LEA the actual amounts paid to the individual for services rendered under this Contract, with LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation, including but not limited to Education Code section 22461.

47. STAFF ABSENCE

When CONTRACTOR is a NPS 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement 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 LEA student shall not be deemed to be a qualified substitute for their 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 authorized LEA representative.

48. 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 NPS/A 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, CONTRACTOR shall comply with California Penal Code section 627.1 *et seq.*, as well as all other LEA Procedures and school campus-specific policies and procedures regarding visitors to/on school campuses. Such LEA Procedures shall be made available to the CONTRACTOR upon request. It is understood that the LEA public school credentialed classroom teacher is responsible for the instructional program, and all NPA 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 for LEA to terminate this 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, in either verbal or written form, shall also be immediately (within 24 hours) reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, State, and local, and laws, regulations, ordinances, policies, and procedures, and LEA Procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code section 121545(a) 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, 29 Code of Federal Regulations (CFR) section 1910.1030 *et seq.* and Cal/OSHA's Blood-Borne Pathogens Standards, Title 8 of the California Code of Regulations section 5193, 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.

See also the Health and Safety Addendum to Master Contract 2023-2024 in Exhibit C.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to 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 NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. During the duration of this Contract, 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 responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, State, and local laws, regulations, and ordinances. Failure to notify the LEA and 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 Contract by LEA.

In signing this Contract, CONTRACTOR certifies that its facilities either comply with federal and State of California 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.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a LEA student who is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's Parent(s) provides 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 the 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 student to whom medication is administered. Such written log shall specify the 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 storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and Parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to and as specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and Education Code 44691. In addition, CONTRACTOR is to read and become familiar with the LEA's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.). 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 from CONTRACTOR acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA before execution of this Contract and upon subsequent request from LEA.

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 LEA's Legal Compliance Department ("Legal Compliance") of the report. CONTRACTOR is to cooperate with any investigation conducted by LEA in connection with such report.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all of its staff members, including volunteers, independent contractors and subcontractors, 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 the LEA by CONTRACTOR before execution of this Contract and in response to subsequent requests by LEA. The written statement shall be submitted as specified by LEA.

FINANCIAL

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

CONTRACTOR shall assure that the NPS/A 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, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments to CONTRACTOR by LEA shall be made in accordance with the terms and conditions of this Contract and in compliance with LEA Procedures, and governed by all applicable federal and State of California laws.

If CONTRACTOR is a NPS, CONTRACTOR shall ensure that the NPS's enrollment procedures include verification of required immunizations (including but not limited to the 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 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. At a minimum, each invoice must contain the following information: type of service provided; month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service and the 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 NPS/A 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 sessions consistent with this Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name of each LEA student for whom the service was provided.

In the event services were not provided, each invoice shall include the rationale for why the services were not provided.

Such an invoice is subject to all conditions of this Contract. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to 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 contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the 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 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. 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, as required by EC 56366.5(a); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student; or (i) CONTRACTOR fails to provide the required liability/insurance documentation as outlined in Section 15 of this 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 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 CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable LEA student 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 the 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 or submit to LEA written documentation demonstrating that the basis or bases cited by LEA for withholding payment is unfounded. 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 the 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 LEA's Authorized Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Pursuant to the provisions of Education Code section 56366(c)(2), the LEA or CONTRACTOR may appeal to the Sacramento County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract to negotiate the contract. Within thirty (30) days of receipt of this appeal, the Sacramento County Superintendent of Schools or a designee, shall mediate the formulation of a contract, which shall be binding on both parties. Alternatively, the parties may agree to retain the services of a mutually agreed upon mediator to negotiate the contract. Both parties agree to pay for their own costs and expenses arising out of any such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. 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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL (NPS) 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 the 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 7 of this 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 a LEA student’s IEP.

NONPUBLIC SCHOOL (NPS) STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10th) cumulative day of a LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) 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 LEA 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 Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY (NPA) STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this 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 (NPA) STUDENT ABSENCE

If CONTRACTOR is a NPA, 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.

60. 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 in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency for the reasons set forth in Education Code section 41422 and serves LEA students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether LEA is open or closed.
- b. If CONTRACTOR is closed during an emergency for the reasons set forth in Education Code section 41422, if LEA is able to obtain alternative placement for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's NPS closure. If LEA is unable to obtain an alternative placement for the LEA student, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in regular attendance, until an alternative placement can be found, so long as CONTRACTOR complies with Section 60(d), below.
- c. If both LEA and CONTRACTOR are closed during an emergency for the reasons set forth in Education Code section 41422, on days LEA is funded, CONTRACTOR shall receive payment consistent with the LEA student's ISA, until an alternative placement for the LEA student can be found so long as CONTRACTOR complies with Section 60(d), below. If LEA is able to obtain an alternative placement

for the LEA student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S NPS closure.

- d. CONTRACTOR shall, in the case of school closures during an emergency for the reasons set forth in Education Code section 41422, implement the LEA student's IEP in accordance with Education Code 56345(a)(9) pertaining to emergency conditions and continue implementing ISAs for enrolled students. CONTRACTOR shall ensure its students have reliable internet accessibility as well as the physical technology (i.e. Chromebooks, i-Pad, hot-spots etc.) as required to access and participate.
- e. In the event of CONTRACTOR'S closure during an emergency, LEA reserves the right to withhold payment to CONTRACTOR for instruction and services not rendered pursuant to an LEA student's ISA, consistent with Section 59.

When the emergency school closure is lifted, CONTRACTOR shall notify LEA of any lost instructional minutes for any LEA student. 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.

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to those documents identified in Section 9 of this Contract. CONTRACTOR shall also make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall provide all records to LEA within five (5) working days of a written request. 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. Such access shall also include unannounced inspections by LEA.

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 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 Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached Rate Schedule (Exhibit A) limits the number of LEA students that may be enrolled and maximum dollar amount of the Contract. It may also limit the maximum number of LEA 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 set forth in paragraph 23, above, and noted in California Education Code Section 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 Contract, shall be as stated in Exhibit A.

When CONTRACTOR is a NPS associated with a RTC ("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 LEA student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature. Any NPS or RTC requesting a change in rate for any services provided during a subsequent contract year must make a request in writing to the Sacramento County SELPA Directors, with a copy sent to LEA Director 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 LEA's Quality On-Site NPS Review Rubric.

63. DEBARMENT CERTIFICATION

By signing this Contract, 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) CONTRACTOR and any of its shareholders, partners, or executive officers 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, any state or local government contract or subcontract; violation of federal or any 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 Contract by and through their duly authorized agents or representatives. This Contract is effective on the 1st day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR
CCHAT Cneter

Nonpublic School/Agency

By: *Laura Covello* 6/1/2023

Signature Date
Laura Covello, Executive Director

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Name and Title
Laura Covello, Executive Director

Nonpublic School/Agency/Related Service Provider
CCHAT Center

Address
11100 Coloma Road

City State Zip
Rancho Cordova, CA 95670

Phone Fax
916-361-7290 X 3 916-361-8613

Email*(*Required)
Laurac@cchatsacramento.org

Additional LEA Notification
(Required if Completed)

Name and Title

LEA

Address

City State

Zip

Phone Fax

Email

LEA

Center Joint Unified School District

By: *Michael D. Jordan* 2/8/24

Signature Date

By: Michael Jordan, Director of C&I and SpEd

Name and Title of Authorized
Representative

Notices to LEA shall be addressed to:

Michael Jordan, Director of C&I and SpEd

Name and Title

Center Joint Unified School District

LEA

3243 Center Court Lane

Address 95843

Antelope CA
City State Zip

Phone Fax

mikejordan@centerusd.org

Email

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: CCHAT Center

The CONTRACTOR CDS NUMBER: 34-67330-7099450

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: \$216.00

2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u> </u>	<u> </u>
<u>Language and Speech (415)</u>	<u>Included</u>	<u>daily/30 minutes</u>
<u>Adapted Physical Education (425)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services (436)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services (445)</u>	<u> </u>	<u> </u>
<u>Occupational Therapy (450)</u>	<u> </u>	<u> </u>
<u>Physical Therapy (460)</u>	<u> </u>	<u> </u>
<u>Individual Counseling (510)</u>	<u> </u>	<u> </u>
<u>Counseling and Guidance (515)</u>	<u> </u>	<u> </u>
<u>Parent Counseling (520)</u>	<u> </u>	<u> </u>
<u>Social Work Services (525)</u>	<u> </u>	<u> </u>
<u>Psychological Services (530)</u>	<u> </u>	<u> </u>
<u>Behavior Intervention Services (535)</u>	<u> </u>	<u> </u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u> </u>	<u> </u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>Included</u>	<u>daily</u>
<u>Interpreter Services (715)</u>	<u> </u>	<u> </u>
<u>Audiological Services (720)</u>	<u>Included</u>	<u>as needed per iep</u>

<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Transportation</u>	<u></u>	<u></u>
<u>Other (900) Deaf Mentor</u>	<u>Included</u>	<u>per iep</u>

EXHIBIT B: 2023-2024 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____Parent/Guardian _____ Phone () _____ ()
(Residence) (Business)Address _____ City _____ State/Zip _____
(If different from student)**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____**Estimated Number of Days** _____ **x Daily Rate** _____ **= PROJECTED BASIC EDUCATION COSTS** _____**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Quarterly Monthly Other
Requirements: _____ _____ _____ (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Agenda Item: XIII-10



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Michael Jordan

Initials:

Director of Curriculum, Instruction, and SpEd

MDJ

SUBJECT: Contract with Total Education Solutions

☒ **Action Item**

☐ **Information Item**

Attached Pages _____

BACKGROUND:

The Special Education Department is contracting with Total Education Solutions (TES) to complete special education assessments. This is necessary for an influx of new students and a shortage of special education-credentialed teachers.

RECOMMENDED BOARD ACTION:

Ratify the contract with Total Education Solutions.



**Consulting and Service Agreement
between
Total Education Solutions, Inc.
and
Center Joint Unified School District**

2023-2024

Total Education Solutions

CONSULTING AND SERVICES AGREEMENT

This Consulting and Services Agreement ("Agreement") is entered into as of the Commencement Date set forth in Section 1 below by and between Total Education Solutions, Inc. ("TES"), a California corporation, and (Center Joint Unified School District "Client").

RECITALS

- A. TES engages in the business of providing education, therapeutic, and consulting services to nonprofit and for-profit education and social services agencies.
- B. Client is a school district that offers educational/therapeutic programs to students at locations identified on Appendix B hereto (the "Service Locations") or online.
- C. Client wishes to engage TES to provide certain services with respect to Client's education and/or social service program (the "Program") and TES wishes to provide such services, pursuant to the terms and conditions set forth below.

AGREEMENT

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. COMMENCEMENT DATE AND TERM

This Agreement shall commence at 12:01 a.m. on February 22, 2024 (the "Commencement Date"), and shall continue until 11:59 p.m. on June 30, 2024 (the "Term").

2. SERVICES TO BE PROVIDED BY TES

During the Term of this Agreement, TES shall provide the services described on Appendix C hereto in connection with the Program (the "Services") to students/clients assigned by Client and TES shall provide personnel as TES determines are reasonably necessary to provide the Services (the "TES Personnel"), according to the Client's written or electronic Request for Service.

3. ADDITIONAL SERVICES

If Client requests any services from TES in addition to the Services, such additional services will be provided by TES only if the parties have mutually agreed in writing or by electronic request upon the specific additional services, the scope of such additional services, and the additional compensation to TES for such additional services.

4. CALENDAR

Services will not be provided by TES on Client holidays, Client breaks, or TES holidays without client written approval. Client must provide a copy of the client's calendar to TES prior to the start of commencement of this Agreement and provide at least 10 business days' notice of other closures or non-work days to avoid paying TES for missed sessions.

TES observes the following legal holidays: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Cesar Chavez Day, and Memorial Day. If TES holidays do not coincide with Client holidays, make-up services will be offered to Client's students. Unless specifically stated in writing by Client, non-direct client services, such as IEP preparation and report writing may be billed on client-designated "teacher work days" and "in-service days".

5. **RECORDS**

TES agrees that all files, documents, records, and materials created by TES in the course of providing the Services during the Term of this Agreement, other than TES' internal and business documents, shall be the property of Client. TES agrees that upon expiration or termination of this Agreement for any reason, upon request TES shall deliver such property of Client to Client, subject to Sections 12(e)(ii) below. Both during and after the Term of this Agreement, TES shall be permitted to inspect and/or duplicate, at its own expense, any individual student file or record regarding the Program to the extent necessary to assure proper provision of Services, to meet professional responsibilities to students, to assist in the defense of any claim or threatened claim against TES or TES Personnel, and for the resolution of billing disputes, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student records. TES Personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by The Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) and any other applicable laws, unless the disclosure is otherwise permitted by law.

6. **RESPONSIBILITIES OF CLIENT**

- (a) **Service Frequency & Duration.** Client will notify TES of the agreed upon service provision by requesting the service in TES TotalView or through an Individual Service Agreement (ISA), and provide prior notice to TES of any changes to the service provision or termination of services by updating the request in TES TotalView or submitting a new ISA. Upon written request, TES will track IEP minutes utilizing the school's preferred tracking system such as SEIS, Welligent, or the like.
- (b) **Student Records.** During the term of this Agreement, Client shall provide TES with such Student records, including, but not limited to Individualized Education Plans ("IEP") or Individual Family Service Plan ("IFSP"), as may be reasonably necessary for the proper provision of the Services. In accordance with Federal laws, special education services, such as those provided by TES, cannot be delivered to special education student without IEP/IFSPs or written signed consent. TES must verify an IEP/IFSP prior to provision of Services to students. For other students, written or electronic request is required as outlined in 6a above in order to provide non-IEP/IFSP services.
- (c) **Notice of Meetings.** Client shall provide TES with no less than ten (10) business days advance written notice of any and all meetings involving students in the Program provided by TES such as IEP/IFSP meetings, etc. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays, or holidays.
- (d) **Compliance with Laws.** During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, and rules relating to its business in general and the provision of special education services in particular.
- (e) **Compliance with TES Policies.** During the Term of this Agreement, Client shall comply in all respects with TES policies and procedures relating to student absences, difficulty contacting/serving students, and service refusal.
- (f) **Facilities & Parking.** TES will provide Services to Client at Client's facility, TES Clinics, agreed upon public location or online, and Client shall provide a facility (including space, facilities, furniture and furnishings) reasonably necessary for TES to provide the Services. TES utilizes a web-based database to document services, including student attendance and progress notes. Client shall provide all TES employees assigned to serve Client's student access to an on-site computer with connection to the Internet. The on-site computer does not need to be for the exclusive use of TES employees, and use of Client's computer(s) by TES employees will be solely for documentation purposes. There shall be no charge to TES to utilize Client owned, controlled, or leased sites or facilities and equipment arising from or related to the provision of Services. Additional Client sites or facilities may be added only if the parties have mutually agreed in writing. Parking will be made available to the assigned TES service provider if adequate and accessible street parking is unavailable. If Client is unable to provide parking to the TES personnel the Client will be invoiced for parking expenses on a monthly basis to cover incurred costs while on site providing services.
- (g) **Access to WiFi.** Client will provide TES service personnel with WiFi/internet accessibility while on site providing agreed upon services. If WiFi is unavailable due to network restrictions, the Client will be billed a monthly service charge for the provider to have access to WiFi through a mobile hotspot at \$50/month/provider and will be added to the monthly invoice for services.

- (h) Payment. Client shall compensate TES for the Services as provided in Section 9 below. TES will invoice each Client's site as indicated in Appendix B to include the date(s) and the start and end time for each type of service provided. Services are documented electronically in TES' system. The client will determine additional documentation requirements before services commence.
- (i) Orientation. Client shall provide personnel with instructions regarding Client and facility policies. Orientation time will be billed to and paid by the Client according to the rates outlined in Appendix D. In the event Client requires Personnel to report to work prior to first day of scheduled assignment in order to fulfill any pre-employment requirements, Client will pay TES the personnel rate described on Appendix D for each hour spent by Personnel fulfilling such requirements.
- (j) California mandated breaks and rest periods. Client agrees to schedule and supervise all Personnel while on assignment with Client and provide all Personnel with all meal periods and rest breaks required by law. Client agrees to pay for mandated breaks per the rates outlined in Appendix D. Client shall reimburse TES for any costs, including penalties, incurred by TES should Client fail to comply with this requirement.

7. ADDITIONAL RESPONSIBILITIES OF TES

- (a) Qualifications, Credentials, Licenses. All TES Personnel will be qualified in all material respects to provide the Services they provide on behalf of TES hereunder. All instructors and therapists provided by TES under this Agreement will meet State of California requirements for providing the Services, such as holding an appropriate California credential, certification or license and/or TB test clearance appropriate for providing the requested service. Upon written request, TES shall provide Client with a list of all TES Personnel that will serve student enrolled in the Program. Such a list will identify the credentials/licenses held by each of the TES Personnel. An officer of TES shall certify to Client that TES Personnel providing instruction or therapy services hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to California law, which certification shall accompany the list described in this Section 7(a). Client will incur additional costs for any health screenings and/or credentialing requested that is not set forth in this section (7a).
- (b) Fingerprinting Requirements. TES shall conduct such criminal background checks of all TES Personnel through the Department of Justice ("DOJ") as required by applicable law and, upon receipt of DOJ clearance, certify to Client that no TES Personnel working with student of Client have been convicted of a violent or serious felony (as defined by applicable law) or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law). The list of TES Personnel described in Section 7(a) above shall identify those TES Personnel who have been so cleared by DOJ. Client will incur additional costs for supplementary fingerprinting requested by the Client that is not set forth in this section (7b).
- (c) Commencement of Services. TES will contact student and/or the student's parent or guardian if requested to do so by the Client, for the purpose of commencing services to such student within ten (10) business days after written notification from the Client (in one of the manners permitted by Section 6(a)) above, which include TES TotalView and/ISA.). TES shall have (5) business days following such notification to notify Client in writing if TES is unable to commence Services to a student due to type of service requested or because the service requested is not otherwise consistent with the obligations of TES set forth in this Agreement. Should TES not be able to provide such requested Services, TES will notify Client in Writing, within ten (10) calendar days.
- (d) Attendance Reporting. TES shall keep accurate records of Student attendance and time spent by TES Personnel in providing Services to student in the Program.
- (e) Service Logs. TES Personnel shall maintain auditable logs of Services provided. Such logs will be made available to Client, upon request, within five (5) business days. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays or holidays.
- (f) Program Monitoring. TES shall comply with Client's reasonable requests for periodic monitoring of student progress. Client shall have access to observe student in the instructional setting, to interview the TES Personnel providing instruction or therapy to Client's students, and to review the progress of such student, provided that TES shall be compensated (in accordance with Section 9) for all time spent by TES Personnel in such interview and review processes.

- (g) Progress Reports. Upon request, TES shall provide Client with a progress report which shall identify current levels of performance of such student by agreed upon dates each school year.
- (h) Annual Reviews. For each student assigned to the Program by Client, TES shall provide Client with a progress report that shall identify current levels of performance and suggested goals of the student at least four (4) business days prior mutually agreed upon dates such as scheduled IEP/IFSP meetings provided that TES has been given no less than ten (10) business days advance written notice of such IEP/IFSP meetings as required by Section 6(c) above.
- (i) Compliance with Laws. During the term of this Agreement, TES shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.
- (j) Equal Treatment. TES and its employees shall not unlawfully discriminate against any person in the provision of services on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.
- (k) Familiarity with student Records. TES Personnel shall review and familiarize themselves with student records such as IEP/IFSPs provided to TES pursuant to Section 6(b) above. TES Personnel shall review and become familiarized with documents provided to TES by Client or otherwise made available to TES relating to the individual needs of student in the Program, including but not limited to evaluations, reports, observations, and family history.
- (l) TES Client Information. TES may provide access to specific client information through its online portal, TES TotalView, and hereby grants to Client a non-exclusive license while this Agreement is in effect for the sole and exclusive purpose of fulfilling its obligations to TES and allowing TES to fulfill its obligations under this Agreement. Client acknowledges and agrees that TES TotalView and its related services and information constitute the property of TES and TES Proprietary Information (as defined in Section 15(a) below) and that Client's use of the TES TotalView is subject to Section 15(a) below. Without limiting the generality of the foregoing, Client agrees that (1) access to TES TotalView will be terminated upon the expiration or earlier termination of this Agreement, and (2) Client may not copy or reproduce the information found in TES TotalView, in whole or in part, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion). Upon the expiration or termination of this Agreement, Client will cease any further use of TES TotalView except for the information required to be part of official school and pupil records under Federal and State regulations, as allowed by this Section.

8. CORPORATE INFORMATION/CONFLICTS OF INTEREST

Upon request, TES and Client shall agree to furnish each other copies of their respective current corporate bylaws and a current list of their respective Boards of Directors and corporate officers. TES and Client mutually agree to take such actions as may be reasonable and necessary to avoid any actual or potential conflicts of interest.

9. COMPENSATION AND METHOD OF PAYMENT

- (a) Compensation. In consideration for the TES Services, Client shall compensate TES at the rates set forth on Appendix D, which rates shall be subject to adjustment as provided in Appendix D (the "Service Rates"). Compensation shall be payable by Client on a monthly basis as follows:
 - (i) Within fifteen (15) business days of the last day of each month during the Term of this Agreement, TES shall submit an invoice to Client for Services provided during such month at the rates described in Appendix D, showing a credit to Client for the amount of the Prepayment for that month, and accompanied by true and complete copies of the attendance and time records described in Section 7(d) above. Special requests of additional information or documentation beyond TES' usual and customary documentation must be agreed to in advance in writing and not create undue burden to TES. If the request requires a significant amount of time, a service charge will be added to each invoice to cover our out of pockets expenses. Each undisputed invoice so delivered shall be due and payable in full by Client within thirty (30) calendar days, subject to paragraph (ii) below.
 - (ii) If Client has a bona fide, good faith dispute with respect to whether a particular Service identified in a TES invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall

give written notice to TES describing such dispute in reasonable detail within ten (10) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and Client shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice, and Client will provide to TES all student and other records relevant to the disputed charges. If such dispute cannot be resolved within such thirty (30) day period, either TES or Client may terminate this Agreement on not less than forty (40) business days written notice pursuant to Section 12(b) below, and either party, regardless of whether the Agreement is then terminated, shall have the right to submit the dispute to mediation and arbitration in accordance with Section 16(j) below. The failure of Client to notify TES as to any disputed invoice or portion thereof in writing within thirty days pursuant to this subsection shall be a stipulation by Client that the charges therein are accurate and a waiver of any objection to those charges.

- (iii) For payments not received within thirty (30) calendar days as described in paragraph (i) above, Client shall pay a finance charge equal to the greater of 10% or the highest maximum lawful rate per annum, which will be added to all outstanding amounts, compounded monthly. Client agrees to pay TES all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.
- (b) Time for Which Compensation is Payable. TES shall be compensated in accordance with Appendix D for all time spent by TES Personnel providing Services and administrative support which consist of instruction or therapy to student in the Program, completion of Progress Reports and Session Progress Notes, and consultation to Client, Client's staff and parents of Program students, scheduling, and also for time scheduled for such instruction or therapy by Client or the parents of a student in the Program even if the student is not in attendance, unless TES or the assigned TES Personnel has been given no less than 24 hours advance notice that the student will not attend or that the scheduled instruction or therapy has been cancelled.
- (c) Permanent Placement. Upon Client's request TES will identify, qualify, and interview individuals pursuant to Client-specified job description for Client's direct hire opportunities. If Client hires such individual, Client will be billed in the next billing cycle a fee equal to the greater of USD \$18,750 or 35% of such individual's annual base salary calculated on a 40-hour work week. Such fee shall be due and payable under the terms and conditions of this Agreement.
- (d) Overtime. Client will be billed for all overtime hours in accordance with the current state and federal laws, rules and regulations where such services are being provided. Calculations of overtime will be 1.5 times the Personnel rate or two (2) times the Personnel as indicated on the rate sheet as required by law.
- (e) Payment Address and Methods of Payment. Client will make all payments payable to: Total Education Solutions at 99 Pasadena Ave. Suite 10-C, South Pasadena, CA 91030, Attn: Accounting Department. TES accepts checks, money orders, credit cards, or ACH.

10. INSURANCE

- (a) Insurance Obligations of TES. TES shall procure and maintain the following insurance while this Agreement is in effect:
 - (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation, covering all activities of TES Personnel at Client's facilities in performance of TES' obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per total general aggregate limit. TES agrees to provide Client with a Certificate of Insurance.
 - (ii) Workers' Compensation And Employers' Liability Workers' disability compensation insurance covering each TES employee providing Services to Client hereunder, which insurance shall comply with all applicable legal requirements.

Part A. Statutory Limits

Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

- (b) Insurance Obligations of Client. Client shall procure and maintain the following insurance while this Agreement is in effect:
- (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per aggregate limit.
 - (ii) Workers' Compensation and Employers' Liability Workers' disability compensation insurance which insurance shall comply with all applicable legal requirements.

Part A. Statutory Limits

Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

11. INDEMNIFICATION

- (a) Indemnification by TES. TES shall defend, indemnify, and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness, or injury to persons or damage to property (including without limitation, consequential damages) resulting from the negligence or willful misconduct of TES or its agents, employees, or subcontractors in performing TES' obligations hereunder.
- (b) Indemnification by Client. Client shall defend, indemnify, and hold harmless TES and its officers, directors, agents, shareholders, and employees from all liabilities and claims for death, illness, or injury arising to persons or damage to property (including, without limitation, consequential damages) arising from Client's operation of its business and/or resulting from the negligence or willful misconduct of Client or its agents, employees, or subcontractors (other than TES).
- (c) Notice, Cooperation, and Opportunity to Defend. The party entitled to be indemnified under this Section 11 (the "Indemnified Party") shall promptly notify in writing the party required to provide indemnification under this Section 11 (the "Indemnifying Party") of any matter giving rise to an obligation to indemnify and the Indemnifying Party shall defend such claim at its expense with counsel reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party may not settle any such claim without the consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned, or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and to make reasonably available to the Indemnifying Party any records or documents in the possession of the Indemnified Party that are relevant to or necessary to defend such claim. If the Indemnified Party desires to participate in the defense of a claim being defended by the Indemnifying Party, it may do so at its sole cost and expense, provided that the Indemnifying Party shall retain control over such defense. In the event the Indemnifying Party does not defend and resolve such claim, the Indemnified Party may do so without the indemnifying Party's participation, in which case the Indemnifying Party shall pay the expenses of such defense and any settlement, award, or judgment arising therefrom, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party's consent. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.
- (d) Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of the acts, omissions or conduct of such party or its respective employees or agents.
- (e) The provisions of this Section 11 shall expressly survive the expiration or termination for any reason of this Agreement.

12. TERMINATION

- (a) Without Cause. Either party may terminate this Agreement, without cause, upon at least sixty (60) business days prior written notice.
- (b) Dispute Over Charges. Either party may terminate this Agreement upon no less than forty (40) business days' notice as provided in Section 9(a)(ii) above.
- (c) For Nonpayment. TES may terminate this Agreement for Client's breach of its obligations to timely pay amounts due to TES under Section 9(a)(i) or 9(b) above, provided that TES gives written notice of such breach and Client does not pay TES the amount due (plus any interest due thereon under Section 9(a)(iii) above) within five (5) business days of such notice.
- (d) With Cause. Either party may terminate this Agreement upon the other party's material breach of any term or condition of this Agreement (other than a breach described in paragraphs (b) or (c) above) by giving not less than twenty (20) business days written notice of termination to the other party.
- (e) Effect of Termination. Upon the expiration or termination for any reason of this Agreement,
 - (i) TES will, within twenty (20) business days of termination, present a final invoice for all TES Services provided through the effective date of termination, which shall be due and payable in full within twenty (20) business days of delivery to Client, subject to Section 9(a)(iii) above.
 - (ii) TES shall, upon receipt of the payment described in Section 12(e)(i) above, turn over to Client all records of Client maintained by or under the control of TES.
- (f) All obligations of the parties, except for those described in this Section 12 and those that, by the express terms of this Agreement, expressly survive its expiration or termination, shall cease.

13. INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between TES and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's disability compensation insurance with respect to all personnel employed or contracted by such party and shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, contractors, representatives and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including without limitation attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of same. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement.

14. NO HIRE AGREEMENT

- (a) No Hiring by Client.
 - (i) Client recognizes that each of the TES Personnel are unique and valuable resources of TES who have been trained by TES, that the Services to be provided hereunder are feasible only if TES Personnel have access to and interaction with Client and its agents and representatives under the terms of this Agreement, and that, but for this Agreement, Client would not have access to TES' employees. Client further acknowledges that TES Personnel have certain legal obligations, arising in contract and otherwise, to TES, which include obligations not to accept positions with TES' clients without the prior written consent of TES, not to solicit any TES client for employment or a competing business, or otherwise take any action to interfere with the relationship between TES and its clients. Accordingly, Client agrees that during the No Hire Period, neither Client nor any person who serves as an officer, director, employee, or agent of Client at any time during the term of this Agreement ("Client-Affiliated Person") shall, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion), hire, employ, or contract with any TES Personnel or any other person(s) employed by TES at any time during the six (6) months immediately preceding such hiring, employment, or contracting, or directly recruit or solicit any such person(s) to become employed by or to contract with Client or any other person or entity, unless Client pays to TES a Recruiting Fee (as defined in Section 14(b)(ii) below) for each such person Client or

any Client-Affiliated Person hires, employs, or contracts with, or agrees to hire, employ, or contract with during the No Hire Period (herein, a "Hired TES Worker").

- (ii) The Recruiting Fee for each Hired TES Worker will be the greater of (A) twenty thousand (\$20,000.00), (B) 20% of the Hired TES Worker's annual salary at the time of termination of his or her employment or contract with TES, or (C) 20% of the total compensation paid by TES to the Hired TES Worker during the twelve (12) months immediately preceding termination of his or her employment or contract with TES. The Recruiting Fee shall be additional compensation due to TES under Section 9 herein, shall be invoiced to Client in accordance with Section 9, and shall be due and payable in full within ten (10) calendar days, notwithstanding the provisions of Section 9(a)(ii) and subject to the provisions for the payment of interest and collection costs in Section 9(a)(iii). TES shall be entitled to apply all payments received from Client to any unpaid Recruiting Fee prior to any other item of Compensation due to TES under Section 9 herein. The parties agree that the damages TES would suffer as a result of Client's or a Client-Affiliated Person's hiring, employment, or contracting with any Hired TES Worker would be difficult or impossible to quantify and that the Recruiting Fee constitutes a reasonable, good-faith estimate of those damages based on all information known and discoverable by the parties as of the date hereof. In the event Client challenges the enforceability of the Recruiting Fee and the Recruiting Fee is held to be unenforceable by a court or arbitrator, generally or with respect to a specific Hired TES Worker, TES shall be entitled to any and all damages or other relief provided in law or in equity, including attorney fees and costs.
- (b) Notification, Costs. Upon a breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney fees and collection costs, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.
- (c) Equitable Relief and Indemnification. Each party acknowledges that and agrees that due to the unique nature of TES Personnel and the employees of Client, respectively, and the competitively valuable nature of the trade secrets and confidential information of the other party to which its employees and contractors have access and knowledge, any breach of a party's obligations under this Section 14 may allow the breaching party or third parties to compete unfairly with the non-breaching party, resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In addition, upon any breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.
- (d) Survival. The obligations of the parties under this Section 14 shall expressly survive the expiration or termination for any reason of this Agreement.

15. CONFIDENTIALITY

- (a) TES Proprietary Information. Client acknowledges and agrees that TES owns all rights, titles and interests in and to the TES materials and TES systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know how, protocols, policies, operating manuals specifications, software, forms, education materials, financial information, as well as additions and modifications thereto developed and/or used by TES in the furtherance of TES operations and in performance of TES' obligations under this Agreement (collectively the "TES Proprietary Information"). Client shall maintain the confidentiality of all such TES Proprietary Information and shall not divulge such information to any third parties both during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any TES Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of TES, use the TES Proprietary Information for any purpose except to the limited extent necessary for the provision of Services under this Agreement. Upon termination of this Agreement for any reason, Client shall cease all use of TES Proprietary Information and shall

return to TES all manifestations and copies thereof in Client's possession or control except to the extent Client is allowed continued use of completed forms as set forth in Section 7(I).

- (b) Client Proprietary Information. TES acknowledges and agrees that in the course of performance of its obligations under this Agreement, TES will have access to certain information proprietary to Client, which may include but is not limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively, the "Client Proprietary Information"). All of such Client Proprietary Information shall be and remain the property of Client at all times, and TES shall have no right, title or interest therein. TES shall maintain the confidentiality of all Client Proprietary Information and shall not divulge such information to any third parties, except (i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law. TES shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, TES shall cease all use Client Proprietary Information and shall return to Client all manifestations and copies thereof in TES' possession or control except to the extent that the information is retained for TES' internal and business records.
- (c) Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to temporary, preliminary, and permanent injunctive relief in addition to whatever other remedies it might have at law and equity and to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party's obligations hereunder or the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.
- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due, claims for services rendered, claims for injunctive relief as provided for in Section 15(c) above, and/or claims for grant or financial assistance reimbursement due may, at either party's option, be brought separately and immediately in a court of competent jurisdiction or pursued through mediation as set forth below. In the event that a party pursues claims for monies due in court, all other disputes herein shall be subject to good faith mediation.
- (e) Survival. The obligations of the parties under this Section 15 shall expressly survive the expiration or termination for any reason of this Agreement.

16. MISCELLANEOUS

- (a) No Third Party Beneficiaries. The parties intend that the benefits of this Agreement shall inure only to TES and Client and not to any third person.
- (b) Entire Agreement. This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof.
- (c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or the rights, interests or obligations hereunder without the consent of the other party.
- (d) Counterparts. This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.
- (e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not effect in any way the meaning or interpretation of this Agreement.
- (f) Notices. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered: upon personal delivery or delivery by facsimile or electronic mail (provided that, in the case of facsimile the sender shall have obtained electronic or other confirmation of actual delivery, and in the

case of electronic mail, the sender shall have delivered to both e-mail addresses identified below and shall not have received an electronic notice of non-delivery); twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail via registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to TES: Total Education Solutions
3320 Data Drive, Suite 400
Rancho Cordova, CA 95670
Attention: Catherine Anderson, Business Support Manager
Phone: 916-564-5010
E-mail: cbean@tesidea.com


If to Client: Center Joint Unified School District
3243 Center Court Lane
Antelope, CA 95843
Attention: Michael Jordan, Director of Curriculum, Instruction, and Special Education
Phone: 916-339-4697
E-mail: mikejordan@centerusd.org

- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to choice of law provisions.
- (h) Waiver, Amendment. No waiver, amendment, or modification of this Agreement shall be effective unless the waiver, amendment, or modification is in writing and signed by the party against whom the waiver, amendment, or modification is to be enforced. Any waiver of any provision of this Agreement shall only be effective for the specific instance and circumstance for which the waiver is given, and the waiver shall not affect the continuing enforceability of that provision in any other instance or circumstance.
- (i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- (j) Dispute Resolution.
 - (i) If any dispute, controversy, or claim arises out of or relates to this Agreement, or the breach, termination or validity thereof, the parties agree first to try in good faith to settle the dispute by mediation. If the parties are unsuccessful in their attempt to mediate the dispute, then such disputes will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute. Arbitration shall take place in Los Angeles, California. The parties shall have full rights of discovery in any such arbitration, as set forth in the California Code of Civil Procedure, including section 1283.05 thereof.
 - (ii) The parties further expressly agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute, in Los Angeles, California.
 - (iii) The prevailing party in any arbitration arising out of this Agreement shall be entitled to recover reasonable attorney fees and costs.
 - (iv) The award of the arbitrator(s) shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of reasonable attorney fees and costs in any court proceeding relating to this Agreement or the enforcement or collection of any award or judgment rendered under this Agreement.
 - (v) Notwithstanding this arbitration agreement, either party may seek and/or obtain injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute (without reference to this arbitration agreement), and nothing in this Agreement shall be deemed or construed as preventing the same. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

- (k) Further Assurances. The parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have each caused their duly authorized representatives to execute this Agreement as of the Commencement Date.

Total Education Solutions (TES)

Signature :  _____ Date : 02-22-2024
Catherine Anderson, Business Support Manager

Charter School (Client)

Legal Signature : Michael D. Jordan _____ Date : 02-28-2024
Michael Jordan, Director of Curriculum, Instruction, and Special Education

Appendix A
TES Contract Information

Contract Information

TES Main Contact:	<u>Alma Pimentel</u> <small>Full name as it should appear on contract</small>		
Mailing Address:	<u>3320 Data Dr</u> <small>Street Address</small>	<u>400</u> <small>Suite #</small>	
	<u>Rancho Cordova</u> <small>City</small>	<u>CA</u> <small>State</small>	<u>95670</u> <small>ZIP Code</small>
Legal Signer:	<u>Catherine Anderson</u>	Title:	<u>Business Support Manager</u>
Main Contact:	<u>Alma Pimentel</u>	Title:	<u>Office Manager</u>
Phone Number:	<u>916-564-5010</u>	Email:	<u>Info.norcal@tesidea.com</u>

Accounting/Payment Information

Attention:	<u>Billing Department</u>		
Address:	<u>99 Pasadena Ave</u> <small>Street Address</small>	<u>10C</u> <small>Suite #</small>	
	<u>South Pasadena</u> <small>City</small>	<u>CA</u> <small>State</small>	<u>91030</u> <small>ZIP Code</small>
Email Address:	<u>billing@tesidea.com</u>	Phone Number:	<u>(323) 341-5580</u>

TES Corporate Office Information

Address:	<u>99 Pasadena Ave</u> <small>Street Address</small>	<u>10C</u> <small>Suite #</small>	
	<u>South Pasadena</u> <small>City</small>	<u>CA</u> <small>State</small>	<u>91030</u> <small>ZIP Code</small>
President/CEO:	<u>Meaghan Donahue</u>	Phone Number:	<u>(323) 341-5580</u>
		Email:	<u>mdonahue@tesidea.com</u>

Appendix B

School Contract Information

Services to be provided at the following (x all that apply): ☒ School Site ☐ Online ☐ TES Clinic ☐ Other

Contract Information

Legal Name/DBA: Center Joint Unified School District

Full name as it should appear on contract

Address: 3243 Center Court Lane

Street Address

Antelope

City

Ca.

State

Suite #

95843

ZIP Code

Legal Signer: Michael Jordan

Title: Director of Curriculum, Instruction, and Special Education

Legal Signer Email: mikejordan@centerusd.org

Phone: 916-339-4697

Main Contact: _____

Title: _____

Phone Number: _____

Email: _____

Name of SELPA: Sacramento County SELPA

SELPA Director: Debbie Morris

Email: dmorris@scoe.net

Invoice/Billing Information

Invoice: Select preferred invoice delivery method ☐ Mail ☐ Email ☒ Both

Attention: Michael Jordan

Address: 3243 Center Court Lane

Street Address

Antelope

City

Ca.

State

Suite #

95843

ZIP Code

Email Address: mikejordan@centerusd.org

Phone Number: 916-339-4697

School Site(s) Information

School Site Name: Same as above

Full name as it should appear on contract

Address: _____

Street Address

Suite #

City

State

ZIP Code

Main Contact: _____

Title: _____

Email Address: _____

Phone Number: _____

School Site Name: _____

Full name as it should appear on contract

Address: _____

Street Address

Suite #

City

State

ZIP Code

Main Contact: _____

Title: _____

Email Address: _____

Phone Number: _____

School Site(s) Information Continued

Appendix C

Services

Upon written or electronic request by Client, services can be provided in person or online. Below is an overview of available services.

- I. Case Management and Administrative Services—manage all special education administrative functions including oversight of the entire special education compliance and service delivery process: obtaining special education records; establishing and monitoring confidential student special education files; monitoring compliance time-lines for 30-day, initial, annual and triennial IEP/IFSPs; scheduling, convening and running IEP/IFSP meetings; coordinating with parents, administrators, service providers to ensure adherence to the child's IEP/IFSP; assisting in the establishment of the Child Find and student Study Team and Response to Intervention (RTI) process and monitoring compliance with ADA, Section 504, etc.
- II. Professional Development and Training—develop and/or deliver training programs and/or materials for designated audience including but not limited to general education teachers, special education providers, administrators, and/or parents. Client recognizes that all trainings and related materials constitute property of TES and shall not be duplicated without written consent of TES.
- III. Psychological-Education (PSY) and Assessment Services—conduct initial assessments, re-evaluations, and triennial evaluations required by federal and state education codes in order to determine child's level of functioning for the development of an initial IEP/IFSP or to evaluate the child's annual or three year progress on his or her IEP/IFSP. All assessments conducted by licensed and/or credentialed personnel including School Psychologists, Speech and Language Specialists; Resource Specialists, etc. Written report included.
- IV. Instruction—provide all special education services, including Resource Specialist Program, Special Day Class and full-inclusion services, to eligible student assigned by Client to TES. TES will work with Client to develop a full continuum of services as appropriate. Services shall include the following:
 - Pre-post testing to establish baseline and progress data.
 - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
 - Daily, weekly, quarterly and/or annual progress reports.
 - Individual, small group services.
 - Services model delivery based on IEP/IFSP goals.
- V. Designated Instructional Services—provide all Related Services including Speech and Language Therapy, Occupational Therapy, Physical Therapy, Vision Therapy, services for the Deaf and Hard of Hearing, School Nursing Services, School Counseling, Adapted Physical Education to those students of Client eligible therefore and assigned by Client to TES. Services shall include the following:
 - Pre-post testing to establish baseline and progress data.
 - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
 - Daily, weekly, quarterly and/or annual progress reports.
 - Individual, small group services.
 - Service delivery model based on IEP/IFSP goals.
- VI. Behavioral Intervention Services—provide an array of behavior intervention services including one to one classroom support as well as specific intervention strategies such as discrete trial training, floor time, play therapy, and sensory-motor therapy for eligible student assigned by Client to TES. Services shall include the following:
 - Functional Behavior Analysis
 - Pre/post testing to establish baseline and progress data.
 - Establishment of Behavior Intervention Plans.
 - Establishment of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards necessary.

- Daily, weekly, quarterly or annual progress reports as required.
- Individual, small group services
- Service delivery model based on IEP/IFSP goals.

- VII. Tutoring Services- provide academic tutoring and enrichment services. Services shall include the following:
- Pre/post testing to establish baseline and progress data.
 - Establish individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
 - Daily, weekly, quarterly or annual progress reports as requested.
 - Individual and small group services.

In addition, TES service providers provide the following IEP/IFSP support services in their area of professional expertise, including:

- VIII. Compliance Review—ensures that client meets Federal, state, county, SELPA and local regulations regarding the provision of special education as authorized on each child’s IEP/IFSP; provides an audit of Individual Plans such as Individualized Education Programs (IEP/IFSP) including review and maintenance of files for all Special Education student in assigned caseload to determine current IEP/IF status, eligibility and compliance needs; obtains missing Individual Plans and related records for Special Education student in assigned caseload; and obtains required parent authorization for assessment and services in assigned caseload.
- IX. Individual Plan Development—provide administrative services to develop IEP/IFSPs/ITPs for eligible student in assigned caseload to ensure compliance with state and federal requirements.
- Write quarterly and/or annual progress reports as required.
 - Undertake other such Individual Plan development duties as determined by mutual agreement with the school.
- X. Individual Plan Meeting Attendance – Attendance by a TES representative at student ITP/IEP/IFSP meetings for all students assigned to TES, including students assigned to TES for evaluations/assessments as described in above. Attendance by TES special education specialists may include writing of Individual Plans and establishment of individual goals and objectives if instructed in writing by Client.
- XI. Consultation – Consultation services include in-service training for your general education staff; developing a Child Find and/or student Success Team model and Response to Intervention (RTI); behavior observation; electronic special education data input; consulting with general education teachers on accommodations in the general education program; consulting with parents or school administrators; consulting on compliance the Individuals with Disabilities Education Act; Parent’s Due Process Rights under the Individuals with Disabilities Education Act; the Americans with Disabilities Act; and Section 504, etc.

Service Location and Delivery Mode

Services can take place at one or more of the following locations:

- XII. School Site –in a space designated by the school and conducive to the service being requested. See Section 6(f) above.
- XIII. TES Clinic Location – services can be held at the TES Clinic sites upon request. Client must follow TES location policies and procedures which may include a consent form and parking fees.
- XIV. Community Location –services can be held at an agreed upon community location with advanced written notice.
- XV. Online – services can be held online using our HIPAA and FERPA compliant portal. Distance learning may include email, packets, video chat, phone calls, email, or other approved modes of service delivery. If the client is a minor, a responsible adult must be present throughout the online session and available for technical and therapeutic/academic support. Additional training and documentation may be necessary to allow for successful implementation of this service delivery mode. Minimum technology requirements include high speed internet, webcam, speakers/phone. Video recording of sessions is strictly prohibited.
- XVI. Blended Service Delivery Model: clients may choose to utilize a blended program in which services are provided both online and in person.

XVII. Home- In -home services will be reviewed on an individual basis and advanced written approval from both parties is required.

Special Education Services shall also include Specialized Academic Instruction Program, Special Day Class Programs and Designated Instructional Services ("DIS") as necessary, in the reasonable judgment of TES, to meet student needs and legal requirements; provided that if TES, in its reasonable judgment, believes that any student(s) may require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated hereunder or are otherwise cost prohibitive in light of the rates set forth in Appendix D (collectively, "Extraordinary Services"), TES shall identify such student(s) to Client in writing, and Client and TES shall, within fifteen (15) business days of such notice, meet and negotiate in good faith regarding additional compensation to TES for such Extraordinary Services.

Appendix D

Rate Schedule

Services	Individual per hour
Adapted Physical Education	\$135.00
Assistive Technology	\$135.00
Behavior Services – BCBA including FBA	\$120.00
Behavior Services - BID	\$85.00
Behavior Services - BII	\$68.00
Counseling and Guidance	\$120.00
Language and Speech	\$140.00
Nursing Services – Health Assessment <i>2-hour minimum</i>	\$135.00
Occupational Therapy	\$140.00
Physical Therapy	\$140.00
School Psychology	\$147.00
Specialized Academic Instruction	\$108.00
Instructional Aide / Special Education Aide/ Behavior Aide (RBT)	\$68.00
Tutor (Title I funds and/or extracurricular)	\$68.00

Other Service Fees		
Service	Description	Fee
Assessment Fee	One-time fee per service per student. Covers protocols, materials, and assessment kit costs	\$25 per service / per student
Administrative Time	Documentation, session prep, and email	Hourly Rate
Assessment – Rush	For assessments within 21 calendar days, an additional 3 hours charged	
Breaks	CA-mandated breaks will be billed to school site for providers or assessors on site for more than 2 hours per day	
Consultation	Collaboration with school, parent and/or IEP team, conferences	
Drive Time	Requires advanced written agreement by both parties	
IEP Development/Attendance	Caseload setup, IEP review, progress reports, IEP attendance	
Interpretation/Translation	Call for rate	
On Call	Provider will charge for the entire time requested	
Professional Development	Call for proposal	
Program Planning	Lesson and session planning	
Single Service	An additional 20 minutes of administrative time per session will be added for single services at a school site	
School Closure	Power outage, natural disaster, unforeseen school closure, etc. without 24-hour notice	
No Show	Cancellations made within 24 hours of scheduled service, assessment or meeting	

*A finance charge equal to the greater of 10% or the highest lawful maximum rate per annum, will be added to all invoices not paid within 30 days of the date the invoice was sent out.

Signature Certificate

Reference number: 6VQUZ-W9GHH-GY77S-ZORDU

Signer

Timestamp

Signature

Catherine Bean-Anderson

Email: cbean-anderson@tesidea.com

Sent:


22 Feb 2024 15:52:58 UTC

Viewed:

22 Feb 2024 15:53:01 UTC

Signed:

22 Feb 2024 15:54:04 UTC



Recipient Verification:

✓ Email verified

22 Feb 2024 15:53:50 UTC

IP address: 172.59.145.10

Location: Stockton, United States

Michael Jordan

Email: mikejordan@centerusd.org

Sent:

22 Feb 2024 15:52:58 UTC

Viewed:

28 Feb 2024 20:55:56 UTC

Signed:

28 Feb 2024 20:59:46 UTC



Recipient Verification:

✓ Email verified

28 Feb 2024 20:55:56 UTC

IP address: 206.15.252.30

Location: Antelope, United States

Document completed by all parties on:

28 Feb 2024 20:59:46 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Michael Jordan
Director of Curriculum, Instruction & Special Education

Initials:

MDJ

SUBJECT: 2024-2025 Memorandum of Understanding with Sacramento County Office of Education, Agreement #CI:ELA_2025_01 for New Teacher Wonders Training

☒ **Action Item**

☐ **Information Item**

Attached Pages 4

BACKGROUND:

Kinder-6th grade New Teacher Wonders training provided by SCOE

The C&I department will offer two days of Wonders district-adopted reading curriculum training to any new teachers hired for the 24-25 school year. SCOE will provide support and training on implementing reading lessons and student outcomes.

K-2 July 23rd from 8:30am-3pm at the DO Annex

3-6 July 24th from 8:30am-3pm at the DO Annex

RECOMMENDED BOARD ACTION:

CJUSD Board of Trustees approve the Professional Development opportunity through SCOE.

MEMORANDUM OF UNDERSTANDING

Agreement #CI:ELA_2025_01
2024-2025

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

The purpose of this MOU is to detail the roles and responsibilities of **SCOPE** and the **School/District** in regard to delivering instructional support services to staff for the 2024-2025 school year. Once signed by both parties, this MOU is in effect until June 30, 2025, 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 SCOPE.

A. SCOPE agrees to:

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

MOU contact

Name: Tami Wilson

Phone: (916) 228-2350

Email: twilson@scoe.net

Services provided by

Name: Deirdre Marsh-Girardi & Kou Vang

Phone: (916) 228-2431 & (916) 228-3922

Email: dmashgirardi@scoe.net/
kvang@scoe.net

2. Provide the following service: Overview and introduction of Wonders curriculum.
See Exhibit A, for schedule and details of services to be provided, which is attached hereto and incorporated by reference.

Location of the service

Location: Center Joint Unified School District

Location Address: 5408 Watt Avenue

Location City, St, Zip: Antelope, CA 95843

3. SCOPE 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 SCOPE. **School/District** and its agents must obtain written permission from SCOPE before it disseminates, markets, or otherwise uses the training materials.
6. Invoice **School/District** within 30 days of execution of this MOU:
Name: Center Joint Unified School District
Address: 5408 Watt Avenue
City, St, Zip: Antelope, CA 95843

B. School/District agrees to:

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

Contact Name: Becky Lawson

Contact Phone: (916) 338-7584

Contact Email: 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: School/District agrees to pay SCOE \$8,800.00 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 \$2,000,000 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.
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
Channa M Pitt
Assistant Superintendent, Educational Services

Center Joint Unified School District
Scott Loehr
Superintendent

 4/2/24

Signature Date

Signature

 4/8/24

Director Approval Date

Exhibit A

Note: Dates, times, and content are tentative and may be adjusted to better meet the needs of the client.

Professional learning will be face-to-face.

Dates	Time	Grade Levels	Topics
July 23, 2024	8:30 am-3:00 pm	K-2	Introduction to Wonders and Foundational Skills and Read, Talk, Write in Wonders
July 24, 2024	8:30 am-3:00 pm	3-6	Introduction to Wonders and Foundational Skills and Read, Talk, Write in Wonders

Agenda Item: XIII-12



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 4-17-2024

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi, Director of Human Resources/Student Services

Initials:

CSB

SUBJECT: Educational Client Staffing Agreement between Covelo Group and Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 10

BACKGROUND:

COVELO is a staffing agency that employs licensed clinical and other non-clinical healthcare staff to provide services to CJUSD.

CJUSD is an educational institution that intends to use COVELO to provide supplemental local and travel healthcare staffing to serve its needs.

This agreement will allow CJUSD to contract with the Covelo group for its vacant health care staffing needs.

RECOMMENDED BOARD ACTION:

Approve the agreement between CJUSD and Covelo Group.



EDUCATIONAL CLIENT STAFFING AGREEMENT

The effective date of this Educational Client Staffing Agreement (“Agreement”) is entered into this on this date March, 14 2024 by and between Covelo Group, Inc., a California corporation, including its affiliates and subsidiaries (“COVELO”), with a mailing address of 7025 North Scottsdale Road, Suite 250, Scottsdale, AZ 85253 and the following entity (“CLIENT”):

Name: Center Joint Unified School District _____

Address: 8408 Watt Ave _____

City: Antelope _____ State: CA _____ Zip: 95843 _____

COVELO is a staffing agency that employs licensed clinical and other non-clinical healthcare staff to provide services to CLIENT.

CLIENT is an educational institution that intends to use COVELO to provide supplemental local and travel healthcare staffing to serve its needs.

1. GENERAL TERMS.

- 1.1. COVELO and CLIENT are independent legal entities and nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal or agent, or any relationship other than that of independent parties contracting with each other for the purpose of carrying out the terms of this Agreement. Neither COVELO nor CLIENT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- 1.2. Neither party may assign this Agreement without the prior written consent of the other Party and such consent will not be unreasonably withheld. No such consent will be required for an assignment to an entity owner by or under common control with the assignor or in connection with any acquisition of all of the assets or capital stock of a party, provided, however, that the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

2. TERM.

- 2.1. This Agreement will begin on March 14, 2024 _____ and end on June 30, 2024 _____ and will automatically renew for a one-year term unless terminated by the Parties.
- 2.2. Either party may terminate this Agreement with ninety (90) days advance written notice to the other party.

3. COVELO DUTIES.

- 3.1. Provide the staff identified in Attachment “A” subject to availability.
 - 3.1.1. The failure of COVELO to provide staff will not constitute a breach of this Agreement.
 - 3.1.2. Staff services will be provided onsite or offsite but not at home.
- 3.2. Supply clinical and non-clinical staff who meet the criteria in Attachment “B.”
- 3.3. Verify all staff meet applicable licensing requirements.
- 3.4. Pay staff all wages and other compensation and comply with mandatory income withholdings and contributions including federal, state, and local income taxes, Social Security taxes, worker’s compensation, and unemployment insurance.

- 3.5. Maintain general and professional liability insurance coverages of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering the sole negligent acts and omissions giving rise to liability for the services provided.
- 3.6. Not discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender, pregnancy, sexual orientation, gender identify, age, physical or mental disability, citizenship, service in armed forces, genetic information, or any other characteristic protected under federal, state, or local law.

4. CLIENT DUTIES.

- 4.1. Use best efforts to request from COVELO per diem staff twenty-four (24) hours prior to reporting time and provide all required details at the time of the initial request.
 - 4.1.1. If CLIENT requests per diem staff less than two (2) hours prior to the start of a shift, COVELO will bill CLIENT for the entire shift so long as the per diem staff report for work within a reasonably prompt period of time.
 - 4.1.2. If CLIENT changes or cancels a request for per diem staff less than two (2) hours prior to the start of a shift, COVELO will bill CLIENT for two (2) hours at the established fee for each scheduled staff member.
- 4.2. Pay any applicable sales tax, gross receipts tax, excise tax, or other state taxes applicable to the services and supplies provided by COVELO.
- 4.3. Maintain sole and exclusive authority and responsibility for professional and medical management of care for its students, including but not limited to the development and provision of Individualized Healthcare Plans (IHPs).
 - 4.3.1. IHPs shall include the following protocols: Equipment Plan; Emergency Plan; Transportation Plan; Medication Management Plan, including any other reasonable and necessary protocols, including but not limited to those for ensuring privacy rights, document retention, security, and any other relevant concerns.
 - 4.3.2. Supervise the services provided by the staff including, but not limited to, instruction in all protocols, policies, and procedures.
 - 4.3.3. Indemnify, defend, and hold harmless COVELO, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, and liabilities arising out of or in connection with any protocol, policy, or procedure provided to COVELO and/or its staff, regardless of whether or not protocols, policies, or procedures were followed by CLIENT.
- 4.4. Comply with work environment, supplies, and data security requirements.
 - 4.4.1. Provide a clean and properly maintained workspace for staff to work and provide services and maintain sole responsibility for proper maintenance and security of any such workspace and related equipment and supplies.
 - 4.4.2. Supply all necessary medical supplies to be used in administering and providing services by staff including, but not limited to, gloves, personal protective equipment, disinfecting wipes, and waste disposal containers with linings.
 - 4.4.3. Ensure proper disposal of all medical and biohazard waste.
 - 4.4.4. Indemnify, defend, and hold harmless COVELO, and its directors, officers, shareholders, employees, and agents from and against all claims, actions, or liabilities asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard or any supplies provided, including the inability of either party to obtain such supplies due for any reason in connection with this Agreement.

- 4.5. Conduct an adequate and timely orientation to the staff of CLIENT policies and procedures, including but not limited to a review of all instructions regarding confidentiality and orient staff to all exposure control plans, emergency action plans, or protocols relating to the Occupational Safety and Health Administration requirements, bloodborne pathogens, emergent matters, and further direct and supervise the staff for all protocols relating to health and safety.
- 4.6. Document any site-specific training given to staff and include the date and type of training so provided.
- 4.7. Ensure the staff and their services comply with the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Family Education Rights and Privacy Act, and any other applicable federal and state law and guidelines.
- 4.8. Ensure the staff and their services comply with Free Appropriate Public Education guidelines, Occupational Safety and Health Administration requirements, and any other applicable federal and state laws and guidelines.
- 4.9. Supervise and require all staff to take required meals and rest breaks as required by law.
- 4.10. Maintain insurance policies that evidence general and professional liability coverages of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering the acts or omissions of its employees, contractors, and agents and name COVELO as an additional insured on its general liability policy.
- 4.11. Not discriminate based on race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender, pregnancy, sexual orientation, gender identify, age, physical or mental disability, citizenship, service in armed forces, genetic information, or any other characteristic protected under federal, state, or local law.

5. ASSIGNMENTS.

- 5.1. CLIENT may conduct an interview of staff by telephone or online conference prior to staff being assigned.
- 5.2. If CLIENT requests a face-to-face interview for any travel staff, CLIENT agrees to pay COVELO for the cost of travel, lodging, and reasonable per diem expenses, regardless of whether such staff are deemed suitable or unsuitable by CLIENT for the intended assignment.
- 5.3. COVELO is solely responsible for coordinating staff travel assignments and this includes housing, payroll and related functions.
- 5.4. COVELO may cancel the remaining term of an assignment with written notification to CLIENT.
 - 5.4.1. COVELO will use its best efforts to provide a qualified replacement for such cancelled assignment within fourteen (14) days from the date of notification but offers no guarantee of such replacement.
- 5.5. CLIENT may cancel the remaining term of an assignment for convenience with fourteen (14) calendar days advance written notification.
 - 5.5.1. If CLIENT does not notify COVELO with fourteen (14) calendar days advance notice of cancellation of assignment, CLIENT agrees to pay COVELO a fee equal to seventy-two (72) hours of the assigned staff's bill rate subtracted by any hours actually worked by staff after notice is given.
- 5.6. CLIENT agrees that any assignment confirmation notice or attachment is incorporated herein by reference and form part of this Agreement. Any conflict between this Agreement and an assignment confirmation notice or attachment, the terms of the assignment notice or attachment will govern.

6. NON-PERFORMANCE/RIGHT TO DISMISS.

- 6.1. CLIENT may request the dismissal of any staff for any reason and agrees to notify COVELO of any such action immediately in writing, providing in reasonable detail the reasons for such dismissal but must compensate COVELO for all hours worked by the staff prior to dismissal.
 - 6.1.1.If CLIENT concludes that any staff provided by COVELO have engaged in misconduct or have been negligent, CLIENT may require staff to leave the premises and will notify COVELO immediately in writing, providing in reasonable detail the reasons for such dismissal and any documentation, material, or video surveillance footage evidencing misconduct or negligence.
 - 6.1.2.If CLIENT becomes aware of any incident involving staff, it will report such incidents in writing to COVELO including, but not limited to, any patient-hazards known to be related to the services, material errors or omissions committed by staff, injuries attributable to staff, and any safety hazards known to be related to the services or to be encountered by staff.

7. NON-SOLICITATION.

- 7.1. CLIENT agrees that there is a substantial investment in the business-related costs incurred by COVELO in recruiting, onboarding, training, and employing staff, which necessarily includes advertisement, recruitment, interviewing, evaluation, reference checks, credentialing, training, and supervising staff.
- 7.2. For a period of twelve (12) months following the date on which any staff were (1) interviewed by CLIENT for purposes of determining whether to approve staff to work at CLIENT under the terms of this agreement; or (2) last worked a shift at CLIENT, CLIENT agrees that it will not solicit, recruit, hire, or employ as its own employee or as a contractor, those staff provided, or introduced, by COVELO during the term of this Agreement and such violation will be a material and substantial breach of this Agreement.

8. CONVERSION & PLACEMENT FEES.

- 8.1. CLIENT agrees to give COVELO one hundred and eighty (180) days prior written notice of its intent-to-hire, or employ, any staff.
 - 8.1.1.During the 180 day notice of intent-to-hire period, CLIENT will employ said staff through COVELO for a minimum of thirty-six (36) hours per week or, in the alternative, pay COVELO a placement fee which is the greater of five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such staff's annualized salary to be calculated as the weekday hourly bill rate for the staff multiplied by one thousand four hundred and forty-four hours (1,440) hours.
 - 8.1.2.CLIENT agrees that if it fails to notify COVELO in writing of any hires or contracts with any staff as above, it will pay a conversion fee of one hundred and fifty percent (150%) of the first year's annualized salary of said staff.

9. TIME KEEPING.

- 9.1. The parties acknowledge and agree that notwithstanding any CLIENT manuals, instructions or other policies, COVELO will use its own timekeeping system for the provision of services and is not required to use paper-based timekeeping records, unless otherwise required by applicable law.

- 9.2. CLIENT agrees to be notified via electronic mail regarding the hours submitted by staff and to review and approve or disapprove the submitted hours on a weekly basis, each Monday by noon local time.
- 9.3. CLIENT agrees to notify COVELO of any disputed timecard data within ten (10) days of receipt of timecards and failure to dispute such hours within that ten (10) day period will make it a presumption that the hours initially submitted are true and accurate.
- 9.4. CLIENT agrees that the approved hours will be used by COVELO for payroll and billing.

10. COMPENSATION/PAYMENT.

- 10.1. COVELO will submit invoices monthly to CLIENT.
 - 10.1.1. All amounts due to COVELO are due and payable within thirty (30) days from the date of invoice.
 - 10.1.2. If CLIENT disputes any portion of an invoice, written notice of dispute must be provided to COVELO within fourteen (14) days from the date of invoice or the invoice amount will be presumed to be valid.
 - 10.1.3. CLIENT agrees to pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the services at the lower billing rate.
 - 10.1.4. CLIENT agrees to and accepts annual rate increases at the percentage listed on Attachment "A" of this Agreement.

11. INDEMNIFICATION & LIMITATION OF LIABILITY.

- 11.1. COVELO agrees to indemnify and hold harmless CLIENT from all claims, actions, and liabilities which may be asserted against it by third parties in connection with the sole negligent performance of COVELO, its directors, officers, employees, or agents under this Agreement only.
 - 11.1.1. COVELO shall not indemnify CLIENT for any action or inaction or liabilities asserted against it for the negligent performance of COVELO, its officers, employees or agents acting under the control, direction, or authority of the CLIENT.
 - 11.1.2. COVELO's indemnity obligations are limited to any jurisdiction-specific cap for malpractice claims or liabilities.
- 11.2. CLIENT shall defend, indemnify, and hold harmless COVELO, its employees, agents and subcontractors for negligent acts, errors, or omissions of CLIENT or its employees, agents, and/or subcontractors to the extent that passive or vicarious liability for such negligent acts, errors, or omissions is imposed upon COVELO in a claim or suit.
- 11.3. Neither COVELO nor CLIENT shall be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that either party may incur or experience in connection with this Agreement and the services provided, however, caused, even if such party has been advised of the possibility of such damages.
- 11.4. COVELO will not be responsible for any special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that CLIENT may incur or experience in connection with any waivers or elections to proceed under Attachment "B."

12. DISPUTE RESOLUTION.

- 12.1. Except as otherwise provided in this Agreement, any dispute between the parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

- 12.2. To initiate such negotiation, a party must provide to the other party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating party's representative in the negotiation. The other party shall have ten (10) business days to designate its own representative in the negotiation. The parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating party's written notice to reach a good faith resolution of the dispute. Upon agreement, the parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.
- 12.3. If the parties are unable to resolve the dispute within forty-five (45) days of the date of the initiating party's written notice, either party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

13. CONFIDENTIALITY & DATA SECURITY.

- 13.1. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other party, any secret, confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other.
- 13.2. CLIENT agrees that, from time to time, COVELO lists or mentions its customers in its marketing, communication, and business initiatives and CLIENT agrees that COVELO may disclose the partnership between COVELO and CLIENT, and use the name of CLIENT for such marketing, communication, and business purposes and initiatives.
- 13.3. In the event that COVELO receives student information, including student financial or medical information, COVELO shall not disclose any individual student records, including student financial or medical information to any third-party, except where permitted or required by law or where such disclosure is expressly approved by CLIENT, COVELO, and student in writing. Each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including the Family Educational Rights and Privacy Act ("FERPA"). In accordance with FERPA, COVELO may maintain and use Student Education Records to perform the services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If COVELO is given access to students' educational records, COVELO shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. COVELO shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended. COVELO reserves the right to retain any Student Education Records for the length of time necessary to meet COVELO's contractual and legal commitments.
- 13.4. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include FERPA. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is

expressly permitted by federal/state regulations. The parties agree to promptly inform the other party to the extent such records are requested by an agency or in a judicial proceeding so the party can determine whether to object or otherwise seek a protective order over the requested records or information.

- 13.5. CLIENT will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. CLIENT will be responsible for providing all education and training to staff as it relates to CLIENT's privacy and security processes, including, without limitation the CLIENT's process and expectations for collecting, storing, securing, and transferring data collected under this Agreement. CLIENT acknowledges and understands that no Personally Identifiable Information will be relayed, transmitted, or otherwise provided to or stored by staff and that in terms of staff placed in CLIENT physical or technical environment because of this Agreement, any Personally Identifiable Information viewed, created, accessed, and/or stored by staff would be done solely in the CLIENT's technical environment.
- 13.6. CLIENT agrees to defend, indemnify and hold harmless COVELO, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while staff is providing services.
- 13.7. COVELO and all staff provided to CLIENT hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by COVELO and the staff, including without limitation FERPA.

14. NOTICES.

- 14.1. Any notice of demand required under this Agreement will be in writing and will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt to the addresses listed in this agreement. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

15. SEVERABILITY and GOVERNING LAW.

- 15.1. The headings used in this Agreement are for the convenience of the parties and will not in any way affect the meaning or interpretation of this agreement.
- 15.2. In the event that one or more provisions of this Agreement is deemed invalid, unlawful, or unenforceable, then only that provision will be omitted, and the remaining provisions will be deemed to continue in full force and effect.
- 15.3. This Agreement will be governed by and construed in accordance with the laws of the State of California and any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of California and the parties irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

CLIENT and COVELO have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

For **CLIENT**:

SIGNED: _____

NAME: _____

TITLE: _____

DATE: _____

For **COVELO**:

SIGNED: _____

NAME: _____

TITLE: _____

DATE: _____



ATTACHMENT “A”

Staffing Rates

Mileage. Mileage will be charged at the federal rate set by the Internal Revenue Service (IRS) at the time of service.

Orientation. Rates listed below will be charged for all time spent during any required CLIENT 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 and two (2) times the regular billing rate for double-time, unless the applicable state law requires a different rate.

Rates. Charges will be based on the following hourly rate schedule effective as of the starting date of the term of this agreement. For the convenience of the parties, changes in rates may be made during the course of performance by mutual agreement of both parties in writing.

SERVICE	RATE (per hour)
Administrative Assistant/Contact Tracer	\$40 - \$50*
BCBA	\$100 - \$125*
Behavior Technician (w/ CPI)	\$50
Behavior Technician floater (w/ CPI)	\$53
Registered Behavior Technician	\$55
BID	\$100
CNA/Medical Assistant	\$35
Instructional Aide (IA)	\$40
LVN	\$55
LVN (floater)	\$58
Occupational Therapist	\$75 - \$85*
COTA	\$65 - \$75*
Para Educator	\$36
Para Educator (floater)	\$39
Physical Therapist	\$75 - \$85*
PTA	\$65 - \$75*
RN (credentialed)	\$70 - \$100*
RN (non-credentialed)	\$70 - \$80*
SLP	\$80 - \$95*
SLPA	\$65 - \$75*
SPED Teacher	\$75 - \$100*

**Actual rate will be determined on factors including candidate's experience, assignment duration, position requirements, and schedule.*

ATTACHMENT “B”

Pre-Assignment Screens

COVELO will supply CLIENT with staff who meet the following criteria unless the CLIENT requests in writing different criteria.

Clinical Staff

1. Proper work authorization documentation.
2. Possess current state professional licensure, certification, and/or licensure.
3. Possess CPR certification as applicable.
4. Completed health screening requirements as applicable.
5. Tuberculosis screening.
6. Possess relevant professional and specialty experience and verify employment history.
7. Possess current skills competency to include written exam and self-skills assessment.
8. COVELO standard OSHA and HIPAA training.
9. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE).
10. General Services Administration's (GSA) Excluded Parties List System (EPLS).
11. National Sex Offender Public Website (NSOPW).
12. State Specific Exclusion, as applicable.
13. Criminal background report.
14. Abuse and Neglect registry or similar databases as required.

Drug screenings if requested in writing by CLIENT.

Non-Clinical Staff

1. Proper work authorization documentation.
2. Tuberculosis screening as required.
3. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE).
4. General Services Administration's (GSA) Excluded Parties List System (EPLS).
5. National Sex Offender Public Website (NSOPW).
6. State Specific Exclusion, as applicable.
7. Criminal background report.
8. Abuse and Neglect registry or similar databases as required.

Drug screenings if requested in writing by CLIENT.



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Tracey Seivert Principal North Country Elementary

Initials:

TS

SUBJECT: Out-of-State Travel to the Ron Clark Academy in Atlanta, Georgia

☒ **Action Item**

☐ **Information Item**

Attached Pages 2

BACKGROUND:

This innovative 2-day immersive experience focuses on best practices for student engagement, climate, culture, and social emotional learning on campuses. Teachers will be observing classes and participating in dynamic workshops that teach educators how to ignite a passion for learning, provide meaningful support, encourage academic excellence, foster authentic relationships, and ensure a climate and culture where all students and staff thrive.

While at the Ron Clark Academy, educators will gain knowledge and motivation related directly to our house system, as this school founded the idea. We've been able to send various staff members over the past 3 years, and we'd like to continue sending staff to educate and inspire them to continue to grow professionally while supporting students both academically and social-emotionally.

The following dates & attendees would be travelling:

September 19-20th: Tanya Heflin, Kim Tricomo, Alec Morgan, Dawn Shepard, Emily Wharton, Christina Croshal

October 4th-5th: Mykel Jeffrey, Heather Pezel, Joelle Freitas, Hanna Sippola, Ruben Ybarra, Nicole Grant

Travel, lodging, and expenses are approximately \$2,500 per person to attend this out of state conference. We would like to pay for this conference with our Title 1 funds, and some district Professional Development funds, to support our School Plan for Student Achievement (SPSA). Thank you for helping us continue to create a safe and welcoming environment to continue to enhance our school climate!

RECOMMENDED BOARD ACTION:

It is recommended that the CJUSD Board of Trustees approve the Out-of-State travel to the Ron Clark Academy in Atlanta, Georgia.



The Ron Clark Academy Experience

Revolutionary Professional Development for Educators

The Ron Clark Academy is a model school and accepts visitors from all over the world. Our innovative and energetic approaches yield results, and we enjoy sharing our methods for instilling a passion for learning and helping all children achieve great levels of success.

Each week, educators visit the Ron Clark Academy to witness our dynamic and research-based teaching methods. Through classroom observations and workshops, participants in our training program learn ways to increase student engagement, ensure academic rigor, and create a climate and culture that leads to success.

Join the thousands of educators, principals, and superintendents who have already engaged in this powerful and transformative professional development experience. Be a part of the revolution!

SCHEDULE

DAY 1

8:15-8:30am	Educator Check-in
8:30-9:00am	Welcome
9:00-12:00pm	Classroom Observations & Workshops
12:00-1:30pm	Lunch (provided)
1:30-2:30pm	Workshops
2:30-3:00pm	Q&A
3:00-4:00pm	Slide Certification

DAY 2

8:15-9:00am	Keynote
9:00-12:00pm	Classroom Observations & Workshops
12:00-1:30pm	Lunch (provided)
1:30-2:30pm	School Tour
2:30-3:00pm	Wrap-Up
3:00-4:00pm	House Cheers & Closing Ceremony

Participants will rotate through active classrooms and staff development workshops taught by Ron Clark, Kim Bearden, and other members of the RCA faculty. All workshops take place at the Academy, and guests will have the opportunity to observe Ron Clark and other teachers in their classrooms, take a tour of the school, and get "slide certified!"

During the Ron Clark Academy Educator Training, participants learn ways to increase student engagement, ensure academic rigor, and create a climate and culture that leads to success.

Climate and Culture

The climate and culture of a school should ignite a passion for learning, provide support and encouragement, reflect high expectations for student behavior, promote parental involvement, and ensure a safe, secure environment for all.

The climate and culture of a school is something that one can feel upon entering the building, and participants in *The RCA Experience* are able to witness it firsthand in a very tangible way. Some of the programs/methods that are taught and observed include, but are not limited to, the following:

- Techniques for promoting discipline and respect, such as *The Essential 55*
- Methods for creating a sense of urgency and a standard of high expectations
- Strategies for engaging parents in the learning process
- Ways to begin the school year, from the Meet and Greet to the first days of school
- Techniques for building student confidence, respect, and enthusiasm
- Ideas for instilling a sense of tradition
- Ways to engage students with members of the community
- Tips for building a sense of school spirit and pride, such as through our house system

Rigor

A rigorous classroom is one that teaches students to understand, analyze, and synthesize complex and challenging content. Academic rigor is essential for promoting student success, and through *The RCA Experience*, educators are able to watch lessons that exemplify rigor in a variety of subjects and through a variety of methods, such as:

- Strategies for higher order questioning
- Techniques for maximizing academic learning time
- Ways to set high expectations for all learners
- Varied methods for monitoring student progress
- Methods for engaging students in academic discussions and collaboration
- Lessons that require creativity, curiosity, and problem-solving

Student Engagement

Students must be actively engaged for authentic learning to take place, and at the Ron Clark Academy, the level of student engagement is exceptionally high. Educators who participate in *The RCA Experience* are able to get a clear picture of what student engagement looks like and sounds like when they observe our classes in session. Some of the methods that promote student engagement include the following:

- Techniques for effective teacher movement
- Methods for teaching students to track the teacher and one another
- Ways to integrating music and the arts into the curriculum
- Techniques for infusing energy and passion into lesson planning and delivery
- Ideas for teaching the content creatively
- Methods for adding movement into any classroom
- Ideas for interactive, cooperative games that promote student engagement
- Techniques for keeping all students on task
- Ways to celebrate student success

Agenda Item: XIII-14



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: James Magedman (FBLA Advisor)

Initials:

JF

SUBJECT: FBLA State Leadership Conference in Anaheim, CA: Wed-Sun April 10-14, 2024

☒ **Action Item**

☐ **Information Item**

Attached Pages _____

BACKGROUND:

The Future Business Leaders of America (FBLA) is looking to attend the State Leadership Conference which takes place in Anaheim, CA from April 10-14, 2024. We are requesting to take 10 students to this competition along with 2 Center High School chaperones/advisors: James Magedman and Kristen Clements.

We will meet in the morning of April 10th at Sacramento's SMF airport and fly to Orange County's SNA Airport on Southwest Airlines. Upon arrival, we will hire a (15 person) van shuttle for transportation to the Hilton. AnaheimHotel, where all participants will stay for 4 nights / 5 days. We will then return by shuttle to the airport and fly back to SMF midday on April 14th.

Funding for this trip will be provided by the CTEIG grant.

Students will participate in a variety of business oriented educational competitions. Participants must be invited by FBLA, however, this is an optional field trip.

RECOMMENDED BOARD ACTION:

Ratify this item.

State Leadership Conference

TOGETHER WE ACHIEVE



California Future Business
Leaders of America

HILTON ANAHEIM
April 11 – 14, 2024



Table of Contents

CONFERENCE OVERVIEW	3
WHO TO CONTACT MANAGEMENT TEAM	4
IMPORTANT DATES & DEADLINES	5
TENTATIVE SCHEDULE	9
KEYNOTE SPEAKER	13
CONFERENCE INFO & OPPORTUNITIES	14
DRESS CODE	16
CONFERENCE REGISTRATION	17
<i>Conference Rates</i>	17
<i>Registering in Blue Panda</i>	19
<i>Registration Reminders</i>	26
COMPETITIVE EVENTS	28
<i>Eligibility to Compete at the State Leadership Conference</i>	28
<i>Objective Test Only Events</i>	29
<i>Production Test Events</i>	32
<i>Case Study Events</i>	33
<i>Interview Events</i>	34
<i>Speech Events</i>	35
<i>Presentation Events</i>	36
CONFERENCE FORMS	39

California Future Business Leaders of America invites you to our premiere event of the year – the State Leadership Conference! Join FBLA students from across the state in the magical city of Anaheim.

DATES:	April 11 – 14, 2024
LOCATION:	Hilton Anaheim 777 W Convention Way, Anaheim, CA 92802
CONFERENCE FEES:	\$140* per FBLA Student \$65* per FBLA Adviser / Chaperone <i>* If not lodging in an official FBLA conference hotel, conference fees are \$185 per student and \$80 per adviser/chaperone.</i>
HOTEL LODGING FEES:	\$780 per room (3 nights, Check In April 11, Check out April 14)

As a conference attendee, take advantage of everything this experience has to offer:

- **Competition** Compete in business competitions with California’s best and brightest by demonstrating your skills in business and leadership events.
- **Recognition** Receive awards for competitive events and recognition for all the hard work and effort your chapter has invested in your FBLA experience this year.
- **Leadership and Career Sessions** Learn from today’s business leaders what it takes to be successful in the business world and in life.
- **Engagement Activities** Network with other FBLA students from around the state and engage in fun, interactive activities.
- **Travel** Explore local – Enhance your experience in Anaheim by visiting the local theme parks, Downtown Disney, etc.

Who to Contact | Management Team



SEND US AN EMAIL

register@cafbla.org



GIVE US A CALL

714-824-4489
(8:00 AM- 5:00 PM)



LIVE CHAT WITH US

Visit www.cafbla.org
(9:00 AM- 5:00 PM)



SEND PAYMENTS TO

P.O Box 1440
Owasso, OK 74055
(Credit cards also accepted)

Melanie Dias

Conference Manager

mdias@cafbla.org

- General Conference Information
- Hotel Lodging
- Judges / Volunteers

Danielle Tolentino Tuason

Chief Operating Officer

dtuason@cafbla.org

- General Conference Information
- Sponsorships & Partnerships
- Marketing / Public Relations

Molly Anderson

CA FBLA State Adviser

moanderson@cde.ca.gov

Manuel Rapada

Competitive Events Coordinator

mrapada@cafbla.org

- Competitive Events
- Online Registration (Blue Panda)

Tiffany Perez

Chapter Support Center

hello@cafbla.org

- Technical Support (Affiliation & Programs)
- New Chapters / New Advisers
- Membership Database (FBLA Connect)

Laurie Looker

Student State Executive Board Adviser

llooker@cafbla.org

- Candidates / Elections
- Student State Executive Board

Rauni Montoya

Finance Manager

california@ctsofinance.org

- Finance (Invoicing / Payments)

*Please notify your Section Director if a qualifying competitor is not planning to attend the conference, so that the next qualifying competitor can move up.
Your Section Directors are also excellent resources for tips and best practices for chapters attending the conference.*

Graeme Logie

Bay Section Director

baydirector@cafbla.org

Jacob Avila

Central Section Director

centraldirector@cafbla.org

Dr. Laurie Looker & Dawn Herbert

Gold Coast Section

goldcoastdirector@cafbla.org

Lee Lara

Inland Section Director

inlanddirector@cafbla.org

Stacey Atencio

Northern Section Director

northerndirector@cafbla.org

Jorge Ramirez

Southern Section Director

southerndirector@cafbla.org

Important Dates & Deadlines

DATE	ITEM OR ACTIVITY
February 11, 2024 – March 1, 2024	Conference + Hotel Registration Window [Registration: Blue Panda]
February 16, 2024	<p>Production Tests/Skill Events: School-Site Testing Form Request [Form] & Registration [Registration: Blue Panda]</p> <p><i>Complete request form and registration to receive production test materials via mail. Completed tests must be submitted by March 8, 2024.</i></p> <ul style="list-style-type: none"> • Computer Applications • Database Design & Applications • Spreadsheet Applications • Word Processing
February 23, 2024	<p>Pre-Judged Competition Registration Deadline [Registration: Blue Panda]</p> <p><i>There are no refunds for the registration fees of individuals or teams who submit pre-judged materials and do not make the finals in that event.</i></p> <p>Pre-Judged Competition Materials Deadline [Submission: Blue Panda]</p> <p><i>Refer to 2023–2024 California competitive event guidelines for more information.</i></p> <ul style="list-style-type: none"> • American Enterprise Project • Business Ethics • Business Plan • Coding & Programming • Community Service Project • Computer Game & Simulation Programming • Data Analysis • Digital Animation • Digital Video Production • Electronic Career Portfolio • Financial Statement Analysis • Future Business Educator • Graphic Design • Introduction to Business Presentation • Introduction to Programming <p>CONTINUED ON NEXT PAGE ...</p>

Important Dates & Deadlines

DATE	ITEM OR ACTIVITY
	<p>... CONTINUED ON PREVIOUS PAGE</p> <ul style="list-style-type: none"> • Introduction to Social Media Strategy • Local Chapter Annual Business Report • Mobile Application Development • Partnership with Business Project • Public Service Announcement • Visual Design • Social Media Strategies • Website Coding & Development • Website Design
March 1, 2024	<p>Student Affiliation Deadline [FBLA Connect] <i>Students must be affiliated in the national membership database (FBLA Connect) by March 1 to attend SLC.</i></p> <p>Conference Registration + Hotel Reservation Deadline [Registration: Blue Panda]</p> <p>Transcripts Deadline [Submission: Blue Panda] <i>Submit transcripts for proof of grade level for middle school and intro events, as well as coursework verification for Accounting I competitors.</i></p> <p>State Officer Candidate Application Deadline (President, Secretary and Public Relations) [Download Candidate Guide and Application] Submit completed application to Dr. Laurie Looker at stateofficersadviser@cafbla.org</p> <p>National Officer Candidate Intent to Run Deadline [Download Candidate Guide and Application] Submit completed application to Dr. Laurie Looker at stateofficersadviser@cafbla.org</p>
March 8, 2024	<p>Interview Materials Deadline [Submission: Blue Panda] <i>Refer to 2023-2024 California competitive event guidelines for more information.</i></p> <ul style="list-style-type: none"> • Future Business Leader • Job Interview <p>Production Test/Skill Events: Submission Deadline [Submission: See proctor instructions with tests]</p>

Important Dates & Deadlines

DATE	ITEM OR ACTIVITY
March 15, 2024	<p>State Individual Projects Deadline [FBLA Connect]</p> <ul style="list-style-type: none"> • Financial Literacy Project • Green Initiative Project • Leaders in Action Project • Professional Profile Project <p>State Chapter Projects Deadline [FBLA Connect]</p> <ul style="list-style-type: none"> • Adopt-a-Chapter Project • Government Awareness Project • March of Dimes Project <p>L. Byram Bates Memorial Scholarship Deadline [Form]</p> <p>Who's Who in California FBLA Nomination Deadline [Form] <i>Nominations made by Chapter Advisers.</i></p> <p>Local Chapter Adviser of the Year Nomination Deadline [Form] <i>Nominations made by FBLA students.</i></p> <p>California FBLA Gold Level Plus Deadline [FBLA Connect] <i>For Gold Seal recognition (awarded to the top 15% of chapters), complete the form in FBLA Connect to submit your Local Chapter Annual Business Report and confirm completion of requirements for this recognition.</i></p> <p>Business Achievement Awards Submission Deadline for State Level Recognition Deadline [FBLA Connect]</p>

Important Dates & Deadlines

DATE	ITEM OR ACTIVITY
March 28, 2024	<p>Conference Registration + Hotel Registration Payment Deadline [Payment Questions: Email finance@cafbla.org]</p> <ul style="list-style-type: none"> • Mail check to: California FBLA Finance, PO Box 1440, Owasso, OK 74055 • Make payment by credit card: E-invoices will be emailed to advisers by March 8, 2024 and credit card payments are made via the e-invoice. <p>Conference Forms Deadline [Blue Panda]</p> <p><i>Conference forms are required for all conference attendees.</i></p> <ul style="list-style-type: none"> • Submit on Blue Panda: Form A: Chapter Statement of Assurance Form (Advisers Only) • Adviser collects from each attendee and keeps hard copies in their possession during the conference: Form B: Code of Conduct/Permission/Medical Release Form
April 1, 2024	<p>Chapters will be assigned a testing session at the State Leadership Conference and will test by chapter. Chapters must bring their own devices to use for testing. [Posted: www.cafbla.org]</p>



Tentative Schedule

Thursday | April 11, 2024

1:00 PM

CONFERENCE HEADQUARTERS OPEN

1:30 PM – 4:30 PM

CONFERENCE REGISTRATION CHECK IN
(ADVISERS ONLY)

4:00 PM – 9:15 PM

OBJECTIVE TESTING

*Final schedule will be posted
on [the SLC page](#) at [cafbla.org](#)
by April 1.*

ROLE PLAY EVENTS

Banking & Financial Systems, Business Management, Client Service, Entrepreneurship, Hospitality & Event Management, Help Desk, International Business, Introduction to Event Planning, Management Information Systems, Marketing, Network Design, Parliamentary Procedure, Sports & Entertainment Management

INTERVIEW EVENT

Future Business Leader

PERFORMANCE EVENT

Business Ethics

6:00 PM – 9:15 PM

PERFORMANCE EVENTS

American Enterprise Project, Creed, Digital Animation, Mobile Application Development, Partnership with Business Project, FBLA Mission and Pledge, Financial Statement Analysis, Future Business Educator, Website Coding & Development

7:00 PM – 7:30 PM

STATE OFFICER CANDIDATES MEETING

Mandatory for ALL State and National Officer Candidates

10:30 PM

HOTEL CURFEW (IN YOUR OWN HOTEL)

11:00 PM – 6:00 AM

CURFEW (IN YOUR OWN ROOM)

Tentative Schedule

Friday | April 12, 2024

7:30 AM	CONFERENCE HEADQUARTERS OPEN
7:30 AM – 9:00 AM	CONFERENCE REGISTRATION CHECK IN (ADVISERS ONLY)
9:00 AM – 10:30 AM	OPENING GENERAL SESSION <i>Welcome, Keynote Speaker, and Candidate Speeches</i>
11:00 AM – 12:00 PM	ADVISER MEETING (Option 1) <i>Advisers need to attend one general Adviser Meeting during SLC.</i>
11:00 AM – 3:00 PM	LEADERSHIP ACTIVITIES <i>Campaign Booths, Leadership & Career Sessions, Exhibitors & Activities</i>
11:00 AM – 6:25 PM <small>Final schedule will be posted on the SLC page at cafbla.org by April 1.</small>	OBJECTIVE TESTING SESSION – BY CHAPTER <i>Each chapter will receive a 2–3 hour window (based on random draw and conference room restraints) for students to complete all their individual objective tests events.</i>
12:00 PM – 3:45 PM	PERFORMANCE EVENTS <i>Client Service, Help Desk, Job Interview, Parliamentary Procedure, Broadcast Journalism Business Plan, Computer Game & Simulation Programming, Digital Video Production, Impromptu Speaking, Introduction to Social Media Strategy, Sales Presentation, Scholarship, Visual Design</i>
2:15 PM – 3:00 PM	ADVISERS MEETING (Option 2) <i>Advisers need to attend one general Adviser Meeting during SLC.</i>
4:00 PM – 7:15 PM	PERFORMANCE EVENTS <i>Community Service Project, Electronic Career Portfolio, Future Business Leader, Graphic Design, Hospitality & Event Management, Introduction to Event Planning, Introduction to Programming, Local Chapter Annual Business Report, Management Information Systems, Marketing, Public Speaking, Sports & Entertainment Management</i>
7:30 PM – 8:30 PM	SECTION MEETINGS
10:30 PM	HOTEL CURFEW (IN YOUR OWN HOTEL)
11:00 PM – 6:00 AM	CURFEW (IN YOUR OWN ROOM)

Tentative Schedule

Saturday | April 13, 2024

7:00 AM	CONFERENCE HEADQUARTERS OPEN
9:00 AM – 12:00 PM	PERFORMANCE EVENTS <i>Coding & Programming, Entrepreneurship, International Business, Network Design, Social Media Strategies, Banking & Financial System, Business Ethics, Business Management, Data Analysis, Introduction to Business Presentation, Introduction to Public Speaking, Public Service Announcement, Website Design</i>
9:15 AM – 10:00 AM	CAMPAIGN CAUCUS <i>All members welcome to attend.</i>
10:15 AM – 11:00 AM	VOTING SESSION <i>Voting delegates only (2 per chapter)</i>
6:00 PM – 9:00 PM	AWARDS OF EXCELLENCE PROGRAM <i>For team events, one plaque will be awarded on stage. Remaining plaques for teammates will be mailed to the school after SLC. Chapter Projects will continue to receive one plaque per chapter.</i>
10:30 PM	HOTEL CURFEW (IN YOUR OWN HOTEL)
11:00 PM – 6:00 AM	CURFEW (IN YOUR OWN ROOM)

Tentative Schedule

Sunday | April 14, 2024

Morning

CHAPTERS DEPART HOTEL FOR RETURN

8:00 AM – 9:30 AM

LEADERSHIP BREAKFAST

For Outgoing State Officers and their Advisers, Board of Directors, and Management Team.



Keynote Speaker



K. D. Wilson

STUDENT SUCCESS EDUCATOR
KEYNOTE SPEAKER

K.D. Wilson is a nationally recognized College Transition and Student Success Educator. He is an author and advocate in the areas of Leadership Development, Student Success Empowerment,

Inclusion/Equity Education, Educator Compassion Fatigue/Self Care Awareness, Social Justice/American Policing, and Program/Workplace Culture Transformation across the nation.

K.D. graduated in the bottom percentile of his class in high school, where he was told by his senior advisor that “He wasn’t college material.” He changed the narrative of his life from “Can’t” to “Must”, as he battled through a turbulent upbringing in a home absent of his father. His heart is to not only cover challenges in the classroom, but to dig into the hearts of those he encounters to see them operating at their full potential. K.D. is best known for his “7 Pillars of Success” presentation that has impacted students and educators so much that studies show a 93% increase in productivity, focus and task completion from those implementing the formula. He not only shows students “HOW” to achieve fulfillment in school and life, but also “WHY” education is a critical component too. When he isn’t inspiring students, K.D. can be found empowering educators by helping them overcome burnout, build better student/teacher relationships, and re-igniting their passions.

Conference Info & Opportunities

PARADE OF PRESIDENTS

The Parade of Presidents will be held during the Awards Session on Saturday evening. The local chapter president should be prepared to enter the stage to introduce themselves at the beginning of the awards. Review the Conference Program for more details.

VOTING DELEGATES

Two voting delegates from each chapter will participate in the voting delegates' session. Voting ribbons will be in the chapter registration packet and must be worn during the conference.

EXHIBITS AND CAMPAIGNS

Opportunities are available for chapters to host an exhibit booth to showcase their school's enterprises. More information to come on this new opportunity. Businesses and organizations will also be present for conference attendees to visit with along with state officer campaign booths.

CONFERENCE CURFEW

Students' safety and well-being is our up-most concern while attending conferences. Also, California FBLA prides itself on the exemplary behavior of our students at conferences. The curfews that are established for overnight conferences are an important part of maintaining this strong tradition.

GUIDELINES FOR ADVISERS

- Discuss curfew and consequences for violation with the members attending the conference.
- Remember that the adviser cannot overrule the established curfew.
- Check all students' rooms each night to be sure that the curfew has been followed.
- Please be sure your chapters are adhering to the following guideline (which is listed in the Code of Conduct as well): Students may not enter rooms of the opposite gender at any time during the conference or event without adult supervision.

CURFEW DEFINITION

Each student is in his or her own assigned hotel room at the curfew time specified in the conference program. The student may not leave the hotel room until 6:00 am the following morning.

Conference Info & Opportunities

CONSEQUENCES FOR CURFEW VIOLATION

It is the adviser's responsibility to take appropriate action for curfew violations. Schools that repeatedly abuse curfew may not be allowed to participate in future conferences. School officials will be notified if rules are flagrantly violated.

The Management Team will also be checking hotel floors after curfew. If problems exist, the appropriate adviser(s) will be notified to take corrective action.

HOTEL CURFEW HOURS (AT YOUR OWN HOTEL)

- Thursday - April 11 10:30 PM
- Friday - April 12 10:30 PM
- Saturday - April 13 10:30 PM

All attendees must be in their own hotel at these listed times. If not, attendees risk being removed from their competitive events. This is new for this year, please ensure all attendees know this is in effect.

CURFEW HOURS (IN YOUR OWN HOTEL ROOMS)

- Thursday - April 11 11:00 PM – 6:00 AM
- Friday - April 12 11:00 PM – 6:00 AM
- Saturday - April 13 11:00 PM – 6:00 AM

Encourage everyone to work together to ensure there are no issues during curfew.

STUDENTS WITH DISABILITIES

Members with disabilities add an important dimension to the organization. They serve as models within the profession and to the students, as well as provide guidance concerning program needs, sensitivity, and accessibility. Please contact California FBLA staff as soon as possible if you know of a member who may require special services at section and state events.

To ensure that your request can be accommodated, please check the "special needs" box in the Blue Panda registration system for the individual student and include an explanation of the needs.

Dress Code

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

Note: Appropriate casual attire includes t-shirts, polo shirts, jeans, khakis, sneakers or sandals. Cut-off jeans, spandex or Lycra garments, and bathing suits are not appropriate casual attire. Shoes and shirt must be worn at all times.

DRESS CODE

Projecting a professional image is vital for business leaders to demonstrate respect for clients, colleagues, and others. This policy is to provide guidance for conference attendees—students, advisers, and guests. Professional business attire is required at all general sessions, competitive events, exhibits, regional meetings, workshops, and other activities unless otherwise indicated in conference materials.

Conference name badges are considered part of the dress code and must be worn at all conference functions. For safety reasons, do not wear conference badges outside of the conference area. The dress code is gender neutral.

ACCEPTABLE ITEMS

BUSINESS PROFESSIONAL

Business Suit

- Suit pants and jacket
- Blouse (or) collared dress shirt
- Neckwear such as tie or scarf
- Dress shoes (or) dress boots

Blazer

- Dress pants, including khakis, (or) dress (or) skirt
- Blazer
- Blouse (or) collared dress shirt
- Neckwear such as tie or scarf
- Dress shoes (or) dress boots

Dress

- A business dress
- Dress shoes (or) dress boots

Other Professional

- Dress pants, including khakis, (or) skirt
- Blouse (or) collared dress shirt
- Neckwear such as tie or scarf
- Dress shoes (or) dress boots

BUSINESS CASUAL

- Dress pants, skirt, (or) khakis/chino-style pants
- Blouse, collared dress shirt, (or) polo shirt
- Dress shoes (or) dress boots

NOTE: Business Casual is only permitted during sessions specifically noted in conference materials.

UNACCEPTABLE ITEMS

The following items are prohibited in all conference areas, including competitive events.

- ❌ Denim or flannel clothing
- ❌ Shorts
- ❌ Athletic clothing
- ❌ Leggings or graphically designed hosiery/tights

- ❌ Skintight or revealing clothing, including tank tops, spaghetti straps, and mini/short skirts or dresses more than 1" above the knee
- ❌ Swimwear
- ❌ Flip flops or casual sandals

- ❌ Athletic shoes
- ❌ Industrial work shoes
- ❌ Hiking boots
- ❌ Hats
- ❌ Graphically printed clothing

No dress code can cover all contingencies, so FBLA members must use a certain amount of judgment in their choice of clothing to wear. Members who experience uncertainty about unacceptable attire should ask their local adviser, state leader, or conference staff.

FBLA recognizes that exceptions may need to be made and will work with advisers on a case-by-case basis to accommodate requests. Advisers should indicate the need for exceptions on the special accommodation portion of the registration form. Requests made after registration closes must be made in writing.

June 2023

<https://www.fbla.org/dresscode/>

Conference Registration

ADVISERS: REVIEW ALL INFORMATION IN THIS SECTION BEFORE LOGGING INTO BLUE PANDA.

CONFERENCE REGISTRATION RATES

Conference registration rate for attendees staying in an official FBLA conference hotel:	Conference registration rate for attendees NOT staying in an official FBLA conference
Student Regular Conference Registration fee is \$140	Student Regular Conference Registration fee is \$185
Adviser/Chaperone Regular Conference Registration fee is \$65	Adviser/Chaperone Regular Conference Registration fee is \$80

OFFICIAL FBLA HOTEL LODGING RATES

Chapters are encouraged to stay at the designated conference hotel and reserve through Blue Panda starting February 11 at 11:30 a.m. Attendees will benefit from convenience, networking opportunities, negotiated services, regular registration rates, and conference room rates. Chapters staying off-site or booking directly through the hotel (outside of the official FBLA hotels) will pay higher registration rates to cover the cost of meeting space, room setup charges, and penalties for not filling contracted rooms.

All prices reflect a three-night block
(Check in Thursday, April 11 and Check out Sunday, April 14, 2024).

Hotel	Room Type(s)	Rate for 3 Nights
Hilton Anaheim 777 W Convention Way Anaheim, CA 92802	King (Sleeps up to 2)	\$780
	Double Queens (Sleeps up to 4)	\$780

Hotel's check-in time is 4:00 PM, and check-out time is 12:00 PM. All guests arriving before check-in time may be accommodated as rooms become available, provided that such guests elect to pay an early arrival fee of \$35 per room.

Advisers are encouraged to reserve early as the hotel may sell out and chapters may have to reserve at another FBLA hotel with varying room rates. Larger chapters should reserve early to ensure your large room block can be accommodated. At this year's SLC, chapters must book all three-room nights to secure their rooms. Chapters booking less than three nights will not be processed.

The Hotel Reservations will open on February 11, 2024 at 11:30 a.m. in Blue Panda. The final day to submit hotel reservations is March 1, 2024 at 11:59 p.m.

Conference Registration

HOTEL LODGING NOTES FOR ADVISERS

- Divide these rates by the number of student members staying per room (2, 3, or 4 students in a room) to provide a cost to your students.
- Hotel assignments are based on a first-come, first served basis.
- California FBLA may add additional hotel options as needed based on registration.
- Please seek approval from your school and/or district on the number of students allowed per room (maximum 4 students per room). There is not a specific CA FBLA regulation regarding the number of students assigned per room.
- Hotel guest rooms are at the same location as the conference.
- The Hilton Anaheim overnight parking rate is \$24 per night.
- Chapters must have a school-approved adviser staying on-site for the entire conference.
- Chapters must have a school-approved FBLA primary Adviser/co-advisers, and school approved chaperones, staying on site for the entire conference.
- On your rooming list, please identify any special needs for guests with disabilities requiring accommodation at your assigned hotel.

LATE / CHANGE FEES

- Any changes and/or additions after the registration deadline is subject to a \$25 fee.
- Changes and/or additions must be requested through the provided [Change Request Form](#).
- Once the request is reviewed and approved, the chapter will receive an update and an invoice from California FBLA.

Approved changes/additions include, but are not limited to:

- Adding students to competitive events
- Modifying which competitive event(s) a student is registered for
- Adding hotel rooms (based on availability)
- Modifying hotel room reservations (ie changing room type, changing names on the room)

Examples of changes/additions that would not be approved include, but are not limited to:

- Request that are not within the guidelines (such as grade level requirements and per chapter competitor participation limits)
- Request that involves late submission of pre-judged materials
- Requests to cancel reserved hotel rooms after March 1, 2024

California FBLA reserves the right to approve or deny requests for changes and/or additions based on the timing of the request, adherence to guidelines, and the overall impact of the request.

Conference Registration

LOGGING IN

If you have login issues, please email competitive events coordinator Manuel Rapada at mrapada@cafbla.org.

Log in at <https://app.gobluepanda.com>.

Click "Login with FBLA Connect."



User Login

Judge Code

Login with FBLA Connect

~ OR ~

Username:

Password:

Forgot Password?

☐ Remember Me
 ☐ Stay Logged In

Login

Enter your FBLA Connect email address and password.



Email Address

Password

Forgot Your Password?

Login

Conference Registration

In the Blue Panda dropdown, select the “California FBLA [Your Middle/High School’s Name]” option. This will give you access to California FBLA’s section and state conference registrations.



The screenshot shows the web application interface for Blue Panda. The browser address bar displays <https://app.gobluepanda.com>. The user is logged in as Zach Groff. A dropdown menu is open, showing the selected group: "Test Root Org | Test High School (FBLA Connect)". A red rectangular box highlights this dropdown menu and the "Refresh" button next to it. Below the dropdown, the details for the selected group are displayed:

Test High School (FBLA Connect)	
Name:	Test High School (FBLA Connect)
Organization:	Admin
Address:	
Phone Number:	
Fax Number:	

Click “Register” for the 2024 CA FBLA State Leadership Conference.



The screenshot shows the "My Events" section of the application. There are two tabs: "Current Events" (selected) and "Past Events". The event list shows the "2024 CA FBLA State Leadership Conference" with the status "Not Started". The event details are as follows:

Event Name	Status
2024 CA FBLA State Leadership Conference HILTON ANAHEIM 4/11/2024 - 4/14/2024 Deadline: 3/1/2024 11:59:00 PM (PST -0800)	Not Started Register

Next, prepare your list of attendees.

Conference Registration

ATTENDEES

Move to the ATTENDEES screen.

Click the "ADD" button, and first register yourself as adviser. On the drop-down list, select the "Adviser/Chaperone" option. Manually enter your information. Register any other adults attending as "Adviser/Chaperone."

Once advisers are registered, you will begin registering students by switching the drop-down to one of the "Student" options. Middle school chapters should select the "MS Student" option. High school chapter members should be registered under the "HS Student" options.

Under travel option, specify your hotel option and the number of beds if you are staying in the FBLA room block. Blue Panda is set up for 3-night hotel packages. If you need custom check-in/check-out dates, please email mdias@cafbla.org.

If you are not staying in the FBLA room block, select "Not Staying in Room Block."

Travel

Travel Option:

[Please select an option]

[Please select an option]

Hilton Anaheim (One King Bed)

Hilton Anaheim (Two Queen Beds)

Not Staying in Room Block

Details:

If someone has special needs, please provide a clear explanation of the person's needs in addition to checking the Special Needs box.

Conference Registration

ATTENDEE TROUBLESHOOTING

Don't see your student's name in Blue Panda?

- Go to [FBLA Connect](#).
- Go to Members > Transition Members.
- Make sure all students are listed in the middle "member" column.
- If a missing student is in the "unpaid student" column with no dollar sign next to their name ...
 - Select their name, then "transition to member."
 - Click "generate the invoice, skip the quote step."
 - Near the bottom of the invoice, select "I have mailed a check."
 - You do not have to pay this invoice. CA FBLA will pay this on your behalf based on the affiliation tier you selected on your affiliation form.
 - Wait at least 15 minutes for the student to appear in Blue Panda.
- If a missing student is in the "unpaid student" column with a green dollar sign next to their name ...
 - Click on the green dollar sign next to their name
 - Near the bottom of the invoice, select "I have mailed a check."
 - You do not have to pay this invoice. CA FBLA will pay this on your behalf based on the affiliation tier you selected on your affiliation form.
 - Wait at least 15 minutes for the student to appear in Blue Panda.

Do not wait until the last minute to get members in FBLA Connect. Students must be in FBLA Connect by March 1 in order to attend SLC. If you have issues with FBLA Connect, please contact the California FBLA Chapter Support Center at hello@cafbla.org.

Be sure to carefully check and update student grade levels. Students must show proper grade levels in Blue Panda in order to enter grade-specific events.

For each student, double check spelling, grade level and email address (these last two are editable in Blue Panda). If possible, supply personal email addresses for each student so important notifications do not get caught in school district spam filters.

If you change anything in Blue Panda, that info must also get corrected in FBLA Connect for future conferences, as the information does not sync the other way.

Next, prepare your list of competitions for each student attendee.

Conference Registration

COMPETITIONS

Once you have a given student registered under "ATTENDEES", you will be able to assign competitive events under "COMPETITIONS."

In the Competitions module, you have the option to enter students in events either BY EVENT or BY ATTENDEE (toggle top right).

CA FBLA recommends you view competitions BY EVENT, then "add" all the students in one event at the same time. Unless you need to remove students from a competition, avoid using the "edit" button.

Adding Entries

Add - Select the event and click "Add" (You don't have to click the event first, but it does make it easier)

Tip: Click "Add" to create a registration for each individual or Team. Once you've added the one individual or Team, click OK and then click Add to create another.

Edit - Click the "Edit" button next to the registration you wish to edit.

Name	Group	Registered	Edit
Accounting	State	#11593: Sherry Brown	Edit
Community Service Project	State	#11594: Group Entry	Edit
Introduction to Business	State	#11595: Jason Jones, John Smith	Edit
Marketing	State	#11596: Jane Smith	Edit
Word Processing	State	#11597: Jane Smith	Edit

HOUSING (IF STAYING IN THE FBLA ROOM BLOCK)

Move to the HOUSING screen.

Create the first hotel room you want to book by dragging an attendee from "Waiting for Rooms" into "New Room."

Assign all attendees to a room, by dragging to an existing room or creating a new room.

Please make sure you do not exceed capacity in a king-bed hotel room (1 king bed = up to two (2) people). Blue Panda does not have an automatic error to detect when a chapter exceeds capacity in a king-bed hotel room. As a workaround, if a chapter adds three (3) or four (4) people to a 1-bed hotel room, Blue Panda will charge \$99,999 for that room — a sign you've exceeded capacity.

Conference Registration

FINAL QUESTIONS

In FINAL QUESTIONS, please designate:

- the on-site/primary adviser and their contact info
- the three wild card students and their competitions
 - Make sure these students are also registered in the COMPETITIONS section
- the mailing address for plaques in team events
 - For team events, one plaque will be awarded on stage. Remaining plaques for teammates will be mailed to the school after SLC. Chapter projects will continue to receive one plaque per chapter.
- the chapter's two official voting delegates and their personal email addresses

SUBMIT

Hit "submit" when you're done.

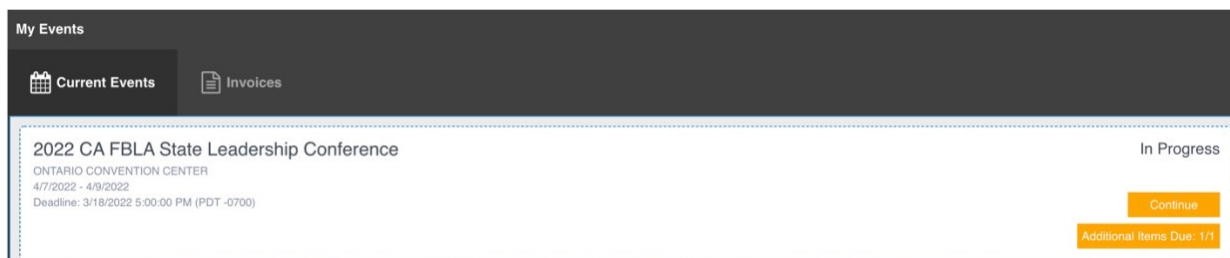
Make sure to hit SUBMIT by **February 16, 2024** for production events, **February 23, 2024** for prejudged events and **March 1, 2024** for all other events. Even after clicking the final SUBMIT button, you will be able to log back in and edit your registration up until the final deadline on **March 1, 2024**.

Finally, prepare your transcripts (by March 1) and prejudged materials to upload (by February 23).

Conference Registration

ADDITIONAL ITEMS DUE / UPLOAD MATERIALS

Chapters will submit prejudged materials and transcripts via Blue Panda's "Additional Items Due" submission tool. As soon as an adviser starts SLC conference registration, a new orange button for "Additional Items Due" will appear on the conference box.



This is to collect your chapter's transcripts. Compile all transcripts for all competitors in "Intro", middle school and Accounting I events into one PDF, even if students competed at section conference. If you have no "Intro" or Accounting I competitors, you can skip this. Do not email transcripts to CA FBLA staff. Only use Blue Panda for SLC transcript submissions.

Once an adviser registers a student for an event with prejudged material submissions, the number of additional items due will increase.

Clicking the "Additional Items Due" button will take the adviser to the first screenshot below. Depending on the event, clicking the Upload button on the right will open a box to either input a URL or browse the computer for the item to upload.

Please check the "Due By" column. Deadlines for many prejudged events are on February 23, 2024, to allow for scoring before SLC.

Demo Conference - Items Due				
Competition ↑	Due By ↑	Entry	Asset	
Word Processing Job #1		Jane Smith	Please Click Button To Upload	
Word Processing Job #2		Jane Smith	Please Click Button To Upload	
Job Interview Resume	2/1/21 5:00 PM ...	Jason Jones John Smith	Please Click Button To Upload	
Job Interview Resume	2/1/21 5:00 PM ...	Phillip Smith Maegan Belissai	Please Click Button To Upload	
Close				

Conference Registration

REGISTRATION REMINDERS

- Please contact your section director immediately if a section qualifying student from your chapter cannot attend SLC, so that the student next in line can be notified.
- There are no refunds for registration fees of individuals/teams who submit pre-judged materials and do not make the finals in that event. See other event options for those who do not qualify for pre-judged events.
- Upon completion of registration, print the Conference Registration Confirmation Summary to submit to the following:
 - To your school's business office to request your check payable to California FBLA
 - To the California FBLA Finance Office to accompany your mailed check
 - For your own files/records
- Making payment --
 - To pay by check, registration payment checks can be mailed to: California FBLA Finance Office, PO Box 1440, Owasso, OK 74055
 - To pay by credit card, look for an e-invoice from the California FBLA Finance Office which will be sent to the lead adviser by email by March 8, 2024. Credit card payments can be made through the e-invoice.
- If you need a W-9 form for California FBLA, download it here: <https://leadable.info/cafbld-w9>

Conference Registration



Competitive Events

ELIGIBILITY TO COMPETE AT THE STATE LEADERSHIP CONFERENCE

- First Place Winners at Section Conference

Creed

- First and Second Place Winners at Section Conference

Broadcast Journalism

Job Interview

Impromptu Speaking

Public Speaking

Introduction to Public Speaking

Sales Presentation

- First, Second, Third, Fourth and Fifth Place Winners at Section Conference who each have a final score of at least 30:

Computer Applications

Database Design & Applications

Spreadsheet Applications

Word Processing

- First, Second, Third, Fourth, Fifth and Sixth Place Winners at Section Conference**

Accounting I **

Advertising **

Agribusiness **

Business Calculations **

Business Communication **

Business Law **

Business Management

Computer Problem Solving **

Economics **

Entrepreneurship

Future Business Leader

Health Care Administration **

Hospitality & Event Management

Human Resource Management **

Insurance & Risk Management **

International Business

Introduction to Business

Communication **

Introduction to Business

Concepts **

Introduction to Business

Procedures **

Introduction to Event Planning

Introduction to FBLA **

Introduction to Financial Math **

Introduction to Information

Technology **

Marketing

Personal Finance **

Securities and Investments **

Sports & Entertainment

Management

Supply Chain Management **

- Wild Card Entries

THREE per school – can be used for any ** online objective test event that started at the section level. No member may participate in more than one wild card. Wild cards must be used in different events.

If you have a competitor who qualified at section but who cannot compete at SLC, please notify your section director immediately. This will allow the next eligible member to be notified to participate.

LEGEND

** The number of competitors is determined by the number who took the tests taken at your section conference. Refer to your section winners' list.

Competitive Events

OBJECTIVE TEST ONLY EVENTS

STARTED AT SECTION

Accounting I **	Insurance & Risk Management **
Advertising **	Introduction to Business Communication **
Agribusiness **	Introduction to Business Concepts **
Business Calculations **	Introduction to Business Procedures **
Business Communication ** Business Law **	Introduction to FBLA **
Computer Problem Solving ** Economics **	Introduction to Financial Math **
Health Care Administration **	Introduction to Information Technology **
Human Resource Management **	Personal Finance **
	Securities & Investments **
	Supply Chain Management **

- Each local chapter may register competitors who qualified for SLC at section conference.
- ** Local chapters may also register **THREE** wild card entries per chapter. These can be used for competitors who did not attend or did not qualify at the Section Leadership Conference. These can be used for any of the events listed above. No member may participate in more than one wild card. Wild cards must be used in different events.
- Objective Testing Sessions will be on Friday, April 12, 2024.
 - Students need to bring their own device for testing.
 - Students will test as a chapter. Each chapter will receive a 2-3 hour window (based on random draw and conference room restraints) for students to complete all their individual objective tests.
 - The complete schedule will be posted by April 1 on cafbla.org.
 - Objective Testing Sessions may be added on Saturday, April 13, 2024, depending on registration.
 - If there is a competitive event scheduling conflict, the competitor and adviser will receive a notification on when to take a test.

Competitive Events

STARTING AT STATE

Accounting II
Cyber Security
Introduction to Marketing Concepts
Introduction to Parliamentary Procedure
Journalism

Networking Infrastructures
Organizational Leadership
Public Policy & Advocacy
UX Design

- Each local chapter may have three (3) competitors in each event listed above.
- In addition, all members who do not advance to the final round in any of the prejudged state events listed below can choose one of these events.
 - American Enterprise Project, Broadcast Journalism, Business Plan, Coding & Programming, Community Service Project, Computer Game & Simulation Programming, Data Analysis, Digital Animation, Digital Video Production, Electronic Career Portfolio, Financial Statement Analysis, Future Business Educator, Graphic Design, Introduction to Business Presentation, Introduction to Programming, Introduction to Social Media Strategy, Local Chapter Annual Business Report, Mobile Application Development, Partnership with Business Project, Public Service Announcement, Sales Presentation, Social Media Strategies, Visual Design, Website Coding & Development, Website Design
- Objective Testing Sessions will be on Friday, April 12, 2024.
 - Students need to bring their own device for testing.
 - Students will test as a chapter. Each chapter will receive a 2-3 hour window (based on random draw and conference room restraints) for students to complete all their individual objective tests.
 - The complete schedule will be posted by April 1 on cafbla.org.
 - Objective Testing Sessions may be added on Saturday, April 13, 2024, depending on registration.
 - If there is a competitive event scheduling conflict, the competitor and adviser will receive a notification on when to take a test.

Competitive Events

STARTING AT STATE (GRADES 6-8 ONLY)

Business Etiquette
Career Exploration
Digital Citizenship
Exploring Computer Science
Exploring Economics
Exploring Technology

FBLA Concepts
Financial Literacy
Interpersonal Communication
Leadership
Learning Strategies
Running an Effective Meeting

- There is no maximum of entries per chapter in each event.
- Objective Testing Sessions will be on Friday, April 12, 2024.
 - Students need to bring their own device for testing.
 - Students will test as a chapter. Each chapter will receive a 2-3 hour window (based on random draw and conference room restraints) for students to complete all their individual objective tests.
 - The complete schedule will be posted by April 1 on cafbla.org.
 - Objective Testing Sessions may be added on Saturday, April 13, 2024, depending on registration.
 - If there is a competitive event scheduling conflict, the competitor and adviser will receive a notification on when to take a test.



Competitive Events

PRODUCTION TEST EVENTS

Computer Applications
Database Design & Applications
Spreadsheet Applications
Word Processing

- The local chapter adviser must register competitors in [Blue Panda](#) AND complete the [Production Event Request Form](#) by 4:59 p.m. Pacific on February 16, 2024. California FBLA will mail test to your proctors.
- Production tests must be proctored, and a test proctor must be specified on the Production Event Request Form. This person must be a certificated teacher or a school staff member. This can neither be an adviser nor a parent. You may have more than one test proctor.
- Completed production tests must be uploaded electronically for grading by 4:59 p.m. Pacific on March 8, 2024.
- Objective Testing Sessions will be on Friday, April 12, 2024.
 - Students need to bring their own device for testing.
 - Students will test as a chapter. Each chapter will receive a 2-3 hour window (based on random draw and conference room restraints) for students to complete all their individual objective tests.
 - The complete schedule will be posted by April 1 on [cafbla.org](#).
 - Objective Testing Sessions may be added on Saturday, April 13, 2024, depending on registration.
 - If there is a competitive event scheduling conflict, the competitor and adviser will receive a notification on when to take a test.



Competitive Events

CASE STUDY EVENTS

Banking & Financial Systems
Business Management
Client Service
Entrepreneurship
Help Desk
Hospitality & Event Management
International Business

Introduction to Event Planning
Management Information Systems Marketing
Network Design
Parliamentary Procedure
Sports & Entertainment Management

- **Business Management, Entrepreneurship, Hospitality & Event Management, International Business, Introduction to Event Planning, Marketing and Sports & Entertainment Management:** Each local chapter may register competitors who qualified at their Section Leadership Conference.
- **Banking & Financial Systems, Management Information Systems and Network Design:** Each local chapter may enter one (1) individual or a team of two (2) or three (3) members in each event.
- **Client Service and Help Desk:** Each local chapter may enter one (1) individual in each event.
- **Parliamentary Procedure:** Each local chapter may enter one team of four (4) or five (5) members.

Preliminary Objective Testing

- Objective Testing Sessions will be on Thursday, April 11, 2024.
 - Students on teams of two or three will take tests collaboratively.
 - Client Service, Help Desk and Parliamentary Procedure tests will be taken individually.
 - Students need to bring their own device for testing.
 - The complete schedule will be posted by April 1 on cafbla.org.
 - If there is a competitive event scheduling conflict, the competitor and adviser will receive a notification on when to take a test.

LIVE Finals Performance

- Finalists will be announced by Friday morning, April 12, 2024, on cafbla.org.
- Finalists will perform live throughout the conference. Check the final conference schedule for the exact date and time.

Competitive Events

INTERVIEW EVENTS

Future Business Leader
Job Interview

Future Business Leader

- Advisers must submit materials to Blue Panda by 4:59 p.m. Pacific on March 8, 2024.
- Competitors need to submit a cover letter and resume.
- Objective Testing Sessions will be on Thursday, April 11, 2024.
 - Students need to bring their own device for testing.
 - The complete schedule will be posted by April 1 on cafbla.org.
 - If there is a competitive event scheduling conflict, the competitor and adviser will receive a notification on when to take a test.
- Finalists will be announced by Friday morning, April 12, 2024, on cafbla.org.
- Finalists will interview live on Friday, April 12, 2024 or Saturday, April 13, 2024. Check the final conference schedule for the exact date and time.

Job Interview

- Advisers must submit materials to Blue Panda by 4:59 p.m. Pacific on March 8, 2024.
- Competitors need to submit a cover letter and resume.
- All students who submit materials by the March 8, 2024 deadline will be finalists.
- Finalists will interview live on Friday, April 12, 2024 or Saturday, April 13, 2024. Check the final conference schedule for the exact date and time.

Competitive Events

SPEECH EVENTS

Creed
FBLA Mission & Pledge (Middle School)
Impromptu Speaking
Introduction to Public Speaking
Public Speaking

LIVE Performance

- Creed, FBLA Mission & Pledge (Middle School), Introduction to Public Speaking, Impromptu Speaking and Public Speaking: Live performance. Check the final conference schedule for the exact date and time.



Competitive Events

PRESENTATION EVENTS

PART ONE

American Enterprise Project
Broadcast Journalism
Business Plan
Community Service Project
Digital Animation

Digital Video Production
Future Business Educator
Local Chapter Annual Business Report
Partnership with Business Project
Sales Presentation

Preliminary Project

- **Broadcast Journalism and Sales Presentation:** These competitors have pre-qualified from section and do not submit any prejudged work.
- **Digital Animation and Digital Video Production:** Advisers must submit video projects to Blue Panda by 4:59 p.m. Pacific on February 23, 2024.
- **American Enterprise Project, Business Plan, Community Service Project, Future Business Educator, Local Chapter Annual Business Report and Partnership with Business Report:** Advisers must submit PDF reports to Blue Panda by 4:59 p.m. Pacific on February 23, 2024.
- Review the [California competitive event guidelines](#) for each event.
- Students should start preparing their presentations immediately after submitting prejudged work.

LIVE Final Presentations

- Finalists will be announced as soon as prejudging is complete.
- Finalists will perform live throughout the conference. Check the final conference schedule for the exact date and time.

Competitive Events

PRESENTATION EVENTS

PART TWO

Coding & Programming
 Computer Game & Simulation Programming
 Data Analysis
 Electronic Career Portfolio
 Financial Statement Analysis
 Graphic Design
 Introduction to Business Presentation
 Introduction to Programming

Introduction to Social Media Strategy
 Mobile Application Development
 Public Service Announcement
 Social Media Strategies
 Visual Design
 Website Coding & Development
 Website Design

Preliminary Video Presentation

- Competitors need to complete a project that addresses the topic listed in the [California competitive event guidelines](#).
- Competitors must then record a presentation of their project. Create a presentation that addresses the “preliminary” rating sheet for the event listed in the [California competitive event guidelines](#). Advisers must submit video projects to Blue Panda by 4:59 p.m. Pacific on February 23, 2024.
 - Ensure competitors follow the digital submission guidelines, including:
 - Members must conform to the Dress Code while recording the video.
 - Videos shall be submitted in one take. This means that only one video per competitor/team may be submitted. The submission shall not be edited.
 - Members may utilize projectors/presentations (example: PowerPoints), should they choose to use them.
 - Members would be allowed to share their computer screen. If sharing the screen, members must still be seen in the recording.
 - Students should prepare to give this presentation live at the State Leadership Conference.

LIVE Final Presentations

- Finalists will be announced as soon as prejudging is complete.
- Finalists will perform live throughout the conference. Check the final conference schedule for the exact date and time.

Competitive Events

PRESENTATION EVENTS

PART THREE

Business Ethics has three parts: a prejudged case study summary, objective test and final presentation.

Preliminary Project and Objective Testing

- Advisers must submit the prejudged case study summary to Blue Panda by 4:59 p.m. Pacific on February 23, 2024.
 - Review the [California competitive event guidelines](#).
- Objective Testing Sessions will be on Thursday, April 11, 2024.
 - Students on teams of two or three will take tests collaboratively.
 - Students need to bring their own device for testing.
 - The complete schedule will be posted by April 1 on [cafbla.org](#).
 - If there is a competitive event scheduling conflict, the competitor and adviser will receive a notification on when to take a test.

LIVE Final Presentations

- Check the final conference schedule for the exact date and time.

Conference Forms

The following form must be submitted by the Chapter Adviser and submitted through Registration: Blue Panda:

[Form A: Chapter Statement of Assurance](#)

The following forms must be completed by conference attendees and submitted to the Chapter Adviser to keep hard copies in their possession at/during the State Leadership Conference.

[Form B: Code of Conduct/Permission/Medical Release](#)





Learning that works
for California

California FBLA is recognized by the U.S. Department of Education and chartered by the California Department of Education as an official Career Technical Student Organization (CTSO) in California and is a vital curricular instructional, career, professional development, and leadership program for California's students.



WWW.CAFBLA.ORG

California Department of Education

California FBLA State Advisor
Molly Anderson
moanderson@cde.ca.gov | (916) 445-6217

California FBLA Headquarters

California FBLA Chief Operating Officer
Danielle Tolentino Tuason
coo@cafbla.org | (714) 824-4489

For general support and questions, please contact us:

hello@cafbla.org | (714) 824-4489

FBLA inspires and prepares students to become community-minded business leaders in a global society through relevant career preparation and leadership experiences.



Agenda Item: XIII-15



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 4/17/2024

TO: Center Joint Unified School District Board of Trustees

FROM: Brett Homesley, Wilson C. Riles

Initials:

BH

SUBJECT: Revised Single Plan for Student Achievement - Riles

☒ **Action Item**

☐ **Information Item**

Attached Pages 81

BACKGROUND:

In December of 2023, we reviewed the current strategies in our SPSA goal #1 and decided that we wanted to add a strategy. In previous years we have worked with Team Assist to provide additional support in unstructured times of the day. We are adding Team Assist to support our lunches.

RECOMMENDED BOARD ACTION:

I ask the board to approve the updated SPSA

School Year: **2023-24**



School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Wilson C. Riles Middle School	34739730108621	October 19, 2023	November 15, 20203

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

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

Comprehensive Needs Assessment Components

Data Analysis

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

Surveys

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

The Panorama Spring SEL Survey was given in the Fall of 2023. 465 students took the survey. A summary of responses is below:

- 48% rated school safety as favorable
- 41% rated school climate as favorable
- 40% rated school teacher-student relationships as favorable
- 32% rated school belonging as favorable
- 27% rated school engagement as favorable

Classroom Observations

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

Administration conducts formal and informal observations throughout the year. Classroom learning walks are conducted monthly with the district's coordinator of curriculum. Administration visits classrooms weekly. The site MTSS team conducts focused classroom observations three times a year. The results of such observations indicate that teachers need continued support and professional development around Universal Design for Learning. During the 2023/2024 school year, 18 certificated staff members will be evaluated using the district wide High Quality First Instruction lesson evaluation form. The Principal will conduct 10 evaluations with the Assistant Principal conducting 8. In the 2023-2024 school year, consistent classroom walkthroughs will be conducted by the Principal, Assistant Principal and Academic Coordinator. A classroom observation form focusing on the implementation of UDL, AVID strategies, and inclusive practices in lessons will provide feedback for teachers in these areas.

Analysis of Current Instructional Program

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

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

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

Standards, Assessment, and Accountability

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

Teachers have access to and use the English Language Proficiency Assessment for California (ELPAC), IReady Diagnostic scores, student progress through quarter grades, universal screeners, and department assessments are used to review student performance.

Students who scored 3 or more levels below their current grade level on the Reading iReady test were given a screener for the Corrective Reading intervention class (Academic Lab A). Students who performed below grade level in mathematics will be given the Mathematics Diagnostic Testing Project assessment to determine placement in an intervention course (Academic Lab B). Students who needed further support based on eligibility criteria were placed in an Academic Lab C course which focuses on organizational skills, fundamental skills in math and ELA and support in task completion, while receiving their integrated EL supports in their ELA class. English Learner students who did not meet criteria, including performing below standard on the ELPAC, were placed in a designated EL class to support language development. Teachers are trained and given Professional Learning Community time to design and analyze common formative assessment data in their grade and subject level teams. Based on this and other local data (student attendance, behavior) teachers, administrators and counselors make recommendations for appropriate interventions and placement. Time is given for such collaboration during department meetings, staff meetings, and student action committee meetings.

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

Riles, as well as the District, is committed to the state's MTSS (Multi-Tiered System of Support) model and is defined as, "MTSS is an integrated framework that focuses on CCSS (Common Core State Standards), core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all students' academic, behavioral and social success." Consistent progress monitoring determines student movement within our Multi-Tiered System of Supports. As we annually review our achievement data, we are committed to improve and adjust our RTI (Response to Intervention) model. We assess all students using universal screeners to determine the targeted intervention. Common formative and summative assessments, aligned with state standards are in used in core subject areas. Time has been allocated for teachers to meet after each assessment is administered to analyze the results and make decisions about interventions and future instruction.

Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

All teachers at Wilson C. Riles meet the credential requirements in accordance with the state and federal guidelines. ESEA requires that all teachers in core subjects meet certain requirements to be considered compliant with the federal guidelines. Minimum qualifications include: possession of a bachelor's degree, possession of an appropriate California teaching credential, and demonstrated competence in core academic subjects. We work closely with CJUSD Personnel Office to ensure teachers hired have the appropriate credentials to certify them as highly qualified.

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

All Wilson C. Riles Middle School teachers are credentialed and receive ongoing professional development on instructional materials. There are opportunities for teachers to assist in developing district goals and guidelines through participation on district committees and for new teachers to become familiar with curriculum and instructional materials through curriculum based workshops. Our school enjoys a widespread base of materials and resources. Teachers are able to collaborate within grade level and subject level teams bi-monthly during designated time periods on Mondays.

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

Two hours of time is provided weekly (Mondays after school dismissal) for Riles staff to collaborate and/or receive professional development. These days are planned at the start of the year, and include faculty meetings, department time, and collaborative group time. Instructional walkthroughs (both administrative and academic coordinator) will remain in frequency in the 23-24 school year. These walkthroughs are designed so that teachers and administrators at Riles can observe classroom instruction, identify strengths and weaknesses, and brainstorm/research strategies that, if implemented with fidelity by all, will improve instruction and student learning. The walkthrough team will then discuss whether to discuss findings and suggestions during faculty meetings or during collaboration/department meetings.

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

At this time, new teachers are supported through the District's Teacher Induction program. Our Academic Coordinator collaborate with the district Curriculum Director to provide support with adopted curriculum, to decide on purchasing new intervention curriculum and to implement ongoing professional development.

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

Two hours of time is provided weekly (Mondays after school dismissal) for Riles staff to collaborate and/or receive professional development. These days are planned at the start of the year, and include faculty meetings, department time, and collaborative group time. This time is utilized for analyzing common formative assessments as well as pacing and professional development.

Teaching and Learning

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

Riles students are provided with state adopted curriculum which is aligned to content standards. Teacher collaborate with their subject department to review state standards.

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

Adherence to recommended instructional minutes has been established. Our master schedule determines set minutes.

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

Lesson pacing guides and practices have been discussed during the Site Leadership team meeting, as well as during department collaboration times. Intervention courses are offered on the master schedule and are accessible to all qualifying students. For the 23-24 school year, 2 sections of academic intervention utilizing the Corrective Reading curriculum have been added to the master schedule as well as 2 sections of math intervention and 8 sections of academic intervention electives aimed to provide support in all core subject areas.

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

State adopted standards-based instructional materials are available for all Wilson C. Riles Middle School students. English Learners are provided with additional instruction using Study Sync ELD curriculum or National Geographic's Inside curriculum. In addition to working with newcomers, the ELD instructional assistant teaches vocabulary development and language acquisition. Students with IEPs receive support in mathematics and English through a special education mathematics or English class or through an additional elective called Study Skills that supports them in their general education core classes. Students are recommended to receive additional instruction during Homeroom based on universal screeners and assessment scores. Tutoring is offered through Title X; Education of Homeless Youth. The District liaison works with us to coordinate services with classroom teachers. Additionally, The County Office of Education coordinates with the school to offer supplemental tutoring to foster youth. The IReady curriculum has been purchased by the district to support fundamentals in mathematics and ELA in our Academic Lab Intervention courses as well as during English Learner designated times and Study Skills.

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

State adopted standards-based instructional materials are available for all students. English learners are provided with additional instruction using Study Sync ELD curriculum or National Geographic's Inside curriculum.

Opportunity and Equal Educational Access

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

Students with IEPs have goals which are monitored by both a classroom teacher and a Special Education teacher. Curriculum is modified and differentiated based on students' progress and goals. For the 23-24 school year, students with IEP goals in mathematics and English will receive services and work on goals during Study Skills elective period with a special education teacher. The Iready online intervention curriculum through iready's myPath will be offered to all of our students receiving academic intervention, including Special Education students.

Evidence-based educational practices to raise student achievement

All curriculum and materials are standards-based and are research-based. High Quality Instruction, Universal Design for Learning, AVID and other research-based instructional strategies are implemented in all classrooms.

Parental Engagement

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

The District Family Resource Center serves students at Riles. Translators are available in the district to bridge the language barrier with non-English speaking parents. Riles maintains a website that is updated daily with community and school information. The Principal sends home a weekly community email to all families that includes important event dates, school information and PTA announcements. The school sponsors a Facebook page and Instagram account to advertise events and keep parents informed of campus life.

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

Through School Site Council and English Language Advisory Committee, parents, teachers and staff participate in planning, implementing and evaluating school programs. The School Site Council meets quarterly. The Site Leadership Team (SLT) makes decisions based on input from the community and 4 sub committees. Those committees are the PBIS team, AVID Site Team, Behavioral / Social Emotional Team and PLC teams.

Funding

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

We provide a reading intervention program for students identified with reading needs. We offer before and after school Husky Help sessions for students to receive pre and reteaching. Our Academic Coordinator works with individual and small groups of students on identified academic needs. Students have access to supplementary materials such as iReady and Gizmos.

Fiscal support (EPC)

Monies are aligned with goals outlined in the SPSA and are monitored and discussed in School Site Council.

Educational Partner Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

Through the School Site Council parents, teachers, students and staff participate in planning, implementing and evaluating school programs. The SSC will meet twice per year. ELAC meetings are conducted twice per year to gain feedback from community members.

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

N/A

School and Student Performance Data

Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	1.2%	0.52%	0.68%	7	3	4
African American	9.6%	10.47%	13.46%	57	60	79
Asian	6.4%	7.33%	8.69%	38	42	51
Filipino	3.0%	2.62%	3.07%	18	15	18
Hispanic/Latino	31.4%	31.94%	31.69%	187	183	186
Pacific Islander	1.9%	1.57%	1.19%	11	9	7
White	39.4%	37.70%	33.9%	235	216	199
Multiple/No Response	7.2%	7.85%	7.33%	43	45	43
Total Enrollment				596	573	587

Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Grade 7	282	289	294
Grade 8	314	284	293
Total Enrollment	596	573	587

Conclusions based on this data:

1. Total enrollment increased in 7th grade from 20-21 to 21-22, but 8th grade declined.
2. White and Hispanic/Latino students are our two highest populated sub groups.

School and Student Performance Data

Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	57	52	59	9.60%	9.1%	10.1%
Fluent English Proficient (FEP)	138	126	130	23.20%	22.0%	22.1%
Reclassified Fluent English Proficient (RFEP)	1			1.8%		

Conclusions based on this data:

1. The number of EL students in all years was very similar.

School and Student Performance Data

CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7	274	285	288	0	270	277	0	269	276	0.0	94.7	96.2
Grade 8	310	280	299	0	261	285	0	260	285	0.0	93.2	95.3
All Grades	584	565	587	0	531	562	0	529	561	0.0	94.0	95.7

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		2513.	2508.		6.32	6.52		29.37	30.07		31.23	27.17		33.09	36.23
Grade 8		2536.	2514.		8.85	7.02		35.00	26.67		25.38	25.61		30.77	40.70
All Grades	N/A	N/A	N/A		7.56	6.77		32.14	28.34		28.36	26.38		31.95	38.50

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		10.78	12.00		66.91	61.09		22.30	26.91
Grade 8		12.11	11.23		60.94	52.28		26.95	36.49
All Grades		11.43	11.61		64.00	56.61		24.57	31.79

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		11.57	10.18		55.60	55.27		32.84	34.55
Grade 8		11.76	7.72		55.69	48.42		32.55	43.86
All Grades		11.66	8.93		55.64	51.79		32.70	39.29

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		10.41	8.73		73.61	70.18		15.99	21.09
Grade 8		16.41	10.18		69.92	70.53		13.67	19.30
All Grades		13.33	9.46		71.81	70.36		14.86	20.18

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		11.90	8.00		64.31	70.91		23.79	21.09
Grade 8		12.50	11.58		70.70	58.60		16.80	29.82
All Grades		12.19	9.82		67.43	64.64		20.38	25.54

Conclusions based on this data:

1. Students performing above or near standard in Reading overall decreased in 22-23

School and Student Performance Data

CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7	274	285	288	0	268	276	0	268	275	0.0	94.0	95.8
Grade 8	310	280	299	0	260	283	0	259	282	0.0	92.9	94.6
All Grades	584	565	587	0	528	559	0	527	557	0.0	93.5	95.2

* The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		2488.	2501.		7.84	9.82		15.30	16.73		32.09	29.82		44.78	43.64
Grade 8		2518.	2506.		11.97	12.06		13.51	13.12		31.27	26.95		43.24	47.87
All Grades	N/A	N/A	N/A		9.87	10.95		14.42	14.90		31.69	28.37		44.02	45.78

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		8.61	12.73		46.82	42.91		44.57	44.36
Grade 8		12.45	11.70		51.36	46.10		36.19	42.20
All Grades		10.50	12.21		49.05	44.52		40.46	43.27

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		7.84	10.91		54.85	54.55		37.31	34.55
Grade 8		12.36	9.57		56.76	52.84		30.89	37.59
All Grades		10.06	10.23		55.79	53.68		34.16	36.09

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		8.96	10.91		61.57	64.00		29.48	25.09
Grade 8		10.81	8.16		62.93	61.70		26.25	30.14
All Grades		9.87	9.52		62.24	62.84		27.89	27.65

Conclusions based on this data:

1. The percentage of students exceeding standard increased in 22-23

School and Student Performance Data

ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	1530.4	1513.8	1533.2	1552.2	1517.2	1527.0	1508.1	1509.9	1539.0	24	27	36
8	1546.6	1554.1	1511.7	1566.2	1566.3	1501.3	1526.5	1541.6	1521.6	28	18	33
All Grades										52	45	69

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	29.17	14.81	27.78	29.17	33.33	33.33	33.33	18.52	11.11	8.33	33.33	27.78	24	27	36
8	39.29	33.33	18.18	17.86	38.89	21.21	28.57	11.11	21.21	14.29	16.67	39.39	28	18	33
All Grades	34.62	22.22	23.19	23.08	35.56	27.54	30.77	15.56	15.94	11.54	26.67	33.33	52	45	69

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	41.67	37.04	44.44	45.83	22.22	25.00	8.33	22.22	2.78	4.17	18.52	27.78	24	27	36
8	46.43	50.00	30.30	28.57	33.33	15.15	10.71	0.00	15.15	14.29	16.67	39.39	28	18	33
All Grades	44.23	42.22	37.68	36.54	26.67	20.29	9.62	13.33	8.70	9.62	17.78	33.33	52	45	69

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	4.17	3.70	13.89	16.67	11.11	33.33	41.67	40.74	25.00	37.50	44.44	27.78	24	27	36
8	3.57	11.11	6.06	28.57	22.22	18.18	42.86	38.89	30.30	25.00	27.78	45.45	28	18	33
All Grades	3.85	6.67	10.14	23.08	15.56	26.09	42.31	40.00	27.54	30.77	37.78	36.23	52	45	69

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	12.50	7.41	13.89	62.50	51.85	63.89	25.00	40.74	22.22	24	27	36
8	21.43	11.11	18.18	50.00	66.67	42.42	28.57	22.22	39.39	28	18	33
All Grades	17.31	8.89	15.94	55.77	57.78	53.62	26.92	33.33	30.43	52	45	69

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	87.50	65.38	60.00	8.33	15.38	17.14	4.17	19.23	22.86	24	26	35
8	75.00	77.78	33.33	14.29	5.56	27.27	10.71	16.67	39.39	28	18	33
All Grades	80.77	70.45	47.06	11.54	11.36	22.06	7.69	18.18	30.88	52	44	68

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	8.33	7.41	16.67	29.17	37.04	38.89	62.50	55.56	44.44	24	27	36
8	21.43	22.22	15.15	32.14	16.67	18.18	46.43	61.11	66.67	28	18	33
All Grades	15.38	13.33	15.94	30.77	28.89	28.99	53.85	57.78	55.07	52	45	69

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	8.33	0.00	22.22	70.83	69.23	47.22	20.83	30.77	30.56	24	26	36
8	0.00	5.56	0.00	85.71	83.33	75.76	14.29	11.11	24.24	28	18	33
All Grades	3.85	2.27	11.59	78.85	75.00	60.87	17.31	22.73	27.54	52	44	69

Conclusions based on this data:

1. There were more students in 22-23.

School and Student Performance Data

Student Population

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

This section provides information about the school's student population.

2022-23 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
587	61	10.1	0.3
Total Number of Students enrolled in Wilson C. Riles Middle School.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	Students whose well being is the responsibility of a court.

2022-23 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	59	10.1
Foster Youth	2	0.3
Homeless	46	7.8
Socioeconomically Disadvantaged	358	61
Students with Disabilities	83	14.1

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	79	13.5
American Indian	4	0.7
Asian	51	8.7
Filipino	18	3.1
Hispanic	186	31.7
Two or More Races	43	7.3
Pacific Islander	7	1.2
White	199	33.9

Conclusions based on this data:

1. The majority of our student population is socioeconomically disadvantaged.

School and Student Performance Data

Overall Performance

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."



Red

Lowest Performance



Orange



Yellow



Green



Blue

Highest Performance

2023 Fall Dashboard Overall Performance for All Students

Academic Performance

English Language Arts



Orange

Academic Engagement

Chronic Absenteeism



Yellow

Conditions & Climate

Suspension Rate



Orange

Mathematics



Yellow

English Learner Progress



Yellow

Conclusions based on this data:

1. Riles students are low in both reading and math.
2. Chronic Absenteeism is Very High. Suspension and English Learner Progress are High.

School and Student Performance Data

Academic Performance English Language Arts

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.






Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."








This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.

2023 Fall Dashboard English Language Arts Performance for All Students/Student Group		
All Students  Orange 40.3 points below standard Decreased -10.1 points 519 Students	English Learners  Orange 64.6 points below standard Decreased -14.2 points 100 Students	Foster Youth Less than 11 Students 3 Students
Homeless  Yellow 55.2 points below standard Increased Significantly +58.3 points 41 Students	Socioeconomically Disadvantaged  Orange 49.8 points below standard Decreased -6.2 points 318 Students	Students with Disabilities  Red 130.9 points below standard Decreased Significantly -19.4 points 77 Students

2023 Fall Dashboard English Language Arts Performance by Race/Ethnicity

African American  Orange 85.9 points below standard Increased Significantly +26.8 points 74 Students	American Indian Less than 11 Students 4 Students	Asian  Yellow 0.1 points below standard Decreased -6.5 points 48 Students	Filipino 23.4 points above standard Decreased -11.3 points 17 Students
Hispanic  Orange 48.4 points below standard Decreased -14 points 164 Students	Two or More Races  Yellow 28.1 points below standard Increased Significantly +20.2 points 38 Students	Pacific Islander Less than 11 Students 7 Students	White  Orange 39.6 points below standard Decreased Significantly -18.3 points 172 Students

This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

2023 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner 124.9 points below standard Maintained -1.7 points 45 Students	Reclassified English Learners 15.3 points below standard Maintained +1.3 points 55 Students	English Only 44.6 points below standard Decreased -4.8 points 349 Students
--	---	--

Conclusions based on this data:

1. African American students was the race with the largest decline. Homeless and Students with Disabilities were subgroups with very low performances.

School and Student Performance Data

Academic Performance Mathematics

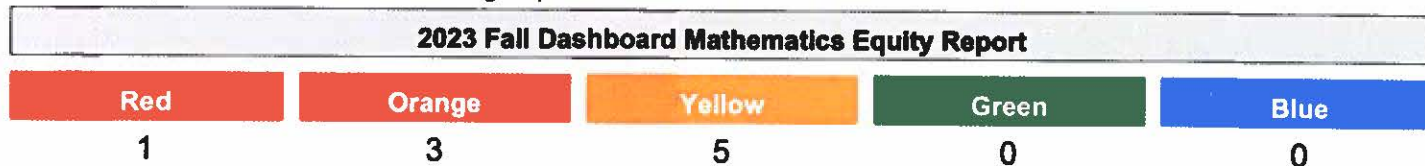
The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.






Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."








This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.

2023 Fall Dashboard Mathematics Performance for All Students/Student Group		
All Students  Yellow 65.1 points below standard Increased +3.4 points 516 Students	English Learners  Yellow 74 points below standard Increased +9.3 points 100 Students	Foster Youth Less than 11 Students 3 Students
Homeless  Yellow 83.8 points below standard Increased Significantly +58.4 points 41 Students	Socioeconomically Disadvantaged  Yellow 77.9 points below standard Increased +3.7 points 318 Students	Students with Disabilities  Red 164.8 points below standard Decreased -10.1 points 78 Students

2023 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American  Orange 119.4 points below standard Increased Significantly +38.1 points 74 Students	American Indian Less than 11 Students 4 Students	Asian  Orange 34.6 points below standard Decreased -5.2 points 48 Students	Filipino 16.4 points above standard Increased Significantly +19.4 points 17 Students
Hispanic  Yellow 78.2 points below standard Increased +4.5 points 163 Students	Two or More Races  Yellow 57.3 points below standard Increased Significantly +26.2 points 38 Students	Pacific Islander Less than 11 Students 7 Students	White  Orange 57 points below standard Decreased -5.4 points 171 Students

This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

2023 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner 144 points below standard Increased Significantly +25.5 points 45 Students	Reclassified English Learners 16.7 points below standard Increased Significantly +30.4 points 55 Students	English Only 74.8 points below standard Increased +5.2 points 349 Students
--	---	--

Conclusions based on this data:

1. All students regardless of race or subgroup category are low or very low.

School and Student Performance Data

Academic Performance English Learner Progress

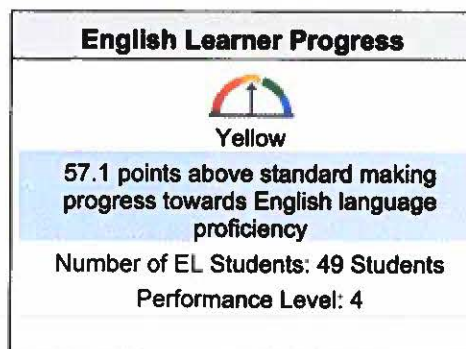
The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

2023 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

2023 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
6	15	4	24

Conclusions based on this data:

- 51% of our EL students went up at least one level in their English Language Proficiency.

School and Student Performance Data

Academic Performance College/Career Report

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."

This section provided information on the percentage of high school graduates who are placed in the "Prepared" level on the College/Career Indicator.

Very Low Lowest Performance	Low	Medium	High	Very High Highest Performance
--------------------------------	-----	--------	------	----------------------------------

This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2023 Fall Dashboard College/Career Report for All Students/Student Group		
All Students	English Learners	Foster Youth
Homeless	Socioeconomically Disadvantaged	Students with Disabilities

2023 Fall Dashboard College/Career Report by Race/Ethnicity			
African American	American Indian	Asian	Filipino
Hispanic	Two or More Races	Pacific Islander	White

Conclusions based on this data:

1.

School Year: **2023-24**



School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Wilson C. Riles Middle School	34739730108621	October 19, 2023	November 15, 20203

Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

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

Comprehensive Needs Assessment Components

Data Analysis

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

Surveys

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

The Panorama Spring SEL Survey was given in the Fall of 2023. 465 students took the survey. A summary of responses is below:

- 48% rated school safety as favorable
- 41% rated school climate as favorable
- 40% rated school teacher-student relationships as favorable
- 32% rated school belonging as favorable
- 27% rated school engagement as favorable

Classroom Observations

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

Administration conducts formal and informal observations throughout the year. Classroom learning walks are conducted monthly with the district's coordinator of curriculum. Administration visits classrooms weekly. The site MTSS team conducts focused classroom observations three times a year. The results of such observations indicate that teachers need continued support and professional development around Universal Design for Learning. During the 2023/2024 school year, 18 certificated staff members will be evaluated using the district wide High Quality First Instruction lesson evaluation form. The Principal will conduct 10 evaluations with the Assistant Principal conducting 8. In the 2023-2024 school year, consistent classroom walkthroughs will be conducted by the Principal, Assistant Principal and Academic Coordinator. A classroom observation form focusing on the implementation of UDL, AVID strategies, and inclusive practices in lessons will provide feedback for teachers in these areas.

Analysis of Current Instructional Program

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

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

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

Standards, Assessment, and Accountability

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

Teachers have access to and use the English Language Proficiency Assessment for California (ELPAC), IReady Diagnostic scores, student progress through quarter grades, universal screeners, and department assessments are used to review student performance.

Students who scored 3 or more levels below their current grade level on the Reading iReady test were given a screener for the Corrective Reading intervention class (Academic Lab A). Students who performed below grade level in mathematics will be given the Mathematics Diagnostic Testing Project assessment to determine placement in an intervention course (Academic Lab B). Students who needed further support based on eligibility criteria were placed in an Academic Lab C course which focuses on organizational skills, fundamental skills in math and ELA and support in task completion, while receiving their integrated EL supports in their ELA class. English Learner students who did not meet criteria, including performing below standard on the ELPAC, were placed in a designated EL class to support language development. Teachers are trained and given Professional Learning Community time to design and analyze common formative assessment data in their grade and subject level teams. Based on this and other local data (student attendance, behavior) teachers, administrators and counselors make recommendations for appropriate interventions and placement. Time is given for such collaboration during department meetings, staff meetings, and student action committee meetings.

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

Riles, as well as the District, is committed to the state's MTSS (Multi-Tiered System of Support) model and is defined as, "MTSS is an integrated framework that focuses on CCSS (Common Core State Standards), core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all students' academic, behavioral and social success." Consistent progress monitoring determines student movement within our Multi-Tiered System of Supports. As we annually review our achievement data, we are committed to improve and adjust our RTI (Response to Intervention) model. We assess all students using universal screeners to determine the targeted intervention. Common formative and summative assessments, aligned with state standards are in used in core subject areas. Time has been allocated for teachers to meet after each assessment is administered to analyze the results and make decisions about interventions and future instruction.

Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

All teachers at Wilson C. Riles meet the credential requirements in accordance with the state and federal guidelines. ESEA requires that all teachers in core subjects meet certain requirements to be considered compliant with the federal guidelines. Minimum qualifications include: possession of a bachelor's degree, possession of an appropriate California teaching credential, and demonstrated competence in core academic subjects. We work closely with CJUSD Personnel Office to ensure teachers hired have the appropriate credentials to certify them as highly qualified.

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

All Wilson C. Riles Middle School teachers are credentialed and receive ongoing professional development on instructional materials. There are opportunities for teachers to assist in developing district goals and guidelines through participation on district committees and for new teachers to become familiar with curriculum and instructional materials through curriculum based workshops. Our school enjoys a widespread base of materials and resources. Teachers are able to collaborate within grade level and subject level teams bi-monthly during designated time periods on Mondays.

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

Two hours of time is provided weekly (Mondays after school dismissal) for Riles staff to collaborate and/or receive professional development. These days are planned at the start of the year, and include faculty meetings, department time, and collaborative group time. Instructional walkthroughs (both administrative and academic coordinator) will remain in frequency in the 23-24 school year. These walkthroughs are designed so that teachers and administrators at Riles can observe classroom instruction, identify strengths and weaknesses, and brainstorm/research strategies that, if implemented with fidelity by all, will improve instruction and student learning. The walkthrough team will then discuss whether to discuss findings and suggestions during faculty meetings or during collaboration/department meetings.

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

At this time, new teachers are supported through the District's Teacher Induction program. Our Academic Coordinator collaborate with the district Curriculum Director to provide support with adopted curriculum, to decide on purchasing new intervention curriculum and to implement ongoing professional development.

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

Two hours of time is provided weekly (Mondays after school dismissal) for Riles staff to collaborate and/or receive professional development. These days are planned at the start of the year, and include faculty meetings, department time, and collaborative group time. This time is utilized for analyzing common formative assessments as well as pacing and professional development.

Teaching and Learning

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

Riles students are provided with state adopted curriculum which is aligned to content standards. Teacher collaborate with their subject department to review state standards.

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

Adherence to recommended instructional minutes has been established. Our master schedule determines set minutes.

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

Lesson pacing guides and practices have been discussed during the Site Leadership team meeting, as well as during department collaboration times. Intervention courses are offered on the master schedule and are accessible to all qualifying students. For the 23-24 school year, 2 sections of academic intervention utilizing the Corrective Reading curriculum have been added to the master schedule as well as 2 sections of math intervention and 8 sections of academic intervention electives aimed to provide support in all core subject areas.

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

State adopted standards-based instructional materials are available for all Wilson C. Riles Middle School students. English Learners are provided with additional instruction using Study Sync ELD curriculum or National Geographic's Inside curriculum. In addition to working with newcomers, the ELD instructional assistant teaches vocabulary development and language acquisition. Students with IEPs receive support in mathematics and English through a special education mathematics or English class or through an additional elective called Study Skills that supports them in their general education core classes. Students are recommended to receive additional instruction during Homeroom based on universal screeners and assessment scores. Tutoring is offered through Title X; Education of Homeless Youth. The District liaison works with us to coordinate services with classroom teachers. Additionally, The County Office of Education coordinates with the school to offer supplemental tutoring to foster youth. The IReady curriculum has been purchased by the district to support fundamentals in mathematics and ELA in our Academic Lab Intervention courses as well as during English Learner designated times and Study Skills.

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

State adopted standards-based instructional materials are available for all students. English learners are provided with additional instruction using Study Sync ELD curriculum or National Geographic's Inside curriculum.

Opportunity and Equal Educational Access

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

Students with IEPs have goals which are monitored by both a classroom teacher and a Special Education teacher. Curriculum is modified and differentiated based on students' progress and goals. For the 23-24 school year, students with IEP goals in mathematics and English will receive services and work on goals during Study Skills elective period with a special education teacher. The Iready online intervention curriculum through iready's myPath will be offered to all of our students receiving academic intervention, including Special Education students.

Evidence-based educational practices to raise student achievement

All curriculum and materials are standards-based and are research-based. High Quality Instruction, Universal Design for Learning, AVID and other research-based instructional strategies are implemented in all classrooms.

Parental Engagement

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

The District Family Resource Center serves students at Riles. Translators are available in the district to bridge the language barrier with non-English speaking parents. Riles maintains a website that is updated daily with community and school information. The Principal sends home a weekly community email to all families that includes important event dates, school information and PTA announcements. The school sponsors a Facebook page and Instagram account to advertise events and keep parents informed of campus life.

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

Through School Site Council and English Language Advisory Committee, parents, teachers and staff participate in planning, implementing and evaluating school programs. The School Site Council meets quarterly. The Site Leadership Team (SLT) makes decisions based on input from the community and 4 sub committees. Those committees are the PBIS team, AVID Site Team, Behavioral / Social Emotional Team and PLC teams.

Funding

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

We provide a reading intervention program for students identified with reading needs. We offer before and after school Husky Help sessions for students to receive pre and reteaching. Our Academic Coordinator works with individual and small groups of students on identified academic needs. Students have access to supplementary materials such as iReady and Gizmos.

Fiscal support (EPC)

Monies are aligned with goals outlined in the SPSA and are monitored and discussed in School Site Council.

Educational Partner Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

Through the School Site Council parents, teachers, students and staff participate in planning, implementing and evaluating school programs. The SSC will meet twice per year. ELAC meetings are conducted twice per year to gain feedback from community members.

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

N/A

School and Student Performance Data

Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	1.2%	0.52%	0.68%	7	3	4
African American	9.6%	10.47%	13.46%	57	60	79
Asian	6.4%	7.33%	8.69%	38	42	51
Filipino	3.0%	2.62%	3.07%	18	15	18
Hispanic/Latino	31.4%	31.94%	31.69%	187	183	186
Pacific Islander	1.9%	1.57%	1.19%	11	9	7
White	39.4%	37.70%	33.9%	235	216	199
Multiple/No Response	7.2%	7.85%	7.33%	43	45	43
Total Enrollment				596	573	587

Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Grade 7	282	289	294
Grade 8	314	284	293
Total Enrollment	596	573	587

Conclusions based on this data:

1. Total enrollment increased in 7th grade from 20-21 to 21-22, but 8th grade declined.
2. White and Hispanic/Latino students are our two highest populated sub groups.

School and Student Performance Data

Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	57	52	59	9.60%	9.1%	10.1%
Fluent English Proficient (FEP)	138	126	130	23.20%	22.0%	22.1%
Reclassified Fluent English Proficient (RFEP)	1			1.8%		

Conclusions based on this data:

1. The number of EL students in all years was very similar.

School and Student Performance Data

CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7	274	285	288	0	270	277	0	269	276	0.0	94.7	96.2
Grade 8	310	280	299	0	261	285	0	260	285	0.0	93.2	95.3
All Grades	584	565	587	0	531	562	0	529	561	0.0	94.0	95.7

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		2513.	2508.		6.32	6.52		29.37	30.07		31.23	27.17		33.09	36.23
Grade 8		2536.	2514.		8.85	7.02		35.00	26.67		25.38	25.61		30.77	40.70
All Grades	N/A	N/A	N/A		7.56	6.77		32.14	28.34		28.36	26.38		31.95	38.50

Reading Demonstrating understanding of literary and non-fictional texts										
Grade Level		% Above Standard			% At or Near Standard			% Below Standard		
		20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7			10.78	12.00		66.91	61.09		22.30	26.91
Grade 8			12.11	11.23		60.94	52.28		26.95	36.49
All Grades			11.43	11.61		64.00	56.61		24.57	31.79

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		11.57	10.18		55.60	55.27		32.84	34.55
Grade 8		11.76	7.72		55.69	48.42		32.55	43.86
All Grades		11.66	8.93		55.64	51.79		32.70	39.29

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		10.41	8.73		73.61	70.18		15.99	21.09
Grade 8		16.41	10.18		69.92	70.53		13.67	19.30
All Grades		13.33	9.46		71.81	70.36		14.86	20.18

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		11.90	8.00		64.31	70.91		23.79	21.09
Grade 8		12.50	11.58		70.70	58.60		16.80	29.82
All Grades		12.19	9.82		67.43	64.64		20.38	25.54

Conclusions based on this data:

1. Students performing above or near standard in Reading overall decreased in 22-23

School and Student Performance Data

CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7	274	285	288	0	268	276	0	268	275	0.0	94.0	95.8
Grade 8	310	280	299	0	260	283	0	259	282	0.0	92.9	94.6
All Grades	584	565	587	0	528	559	0	527	557	0.0	93.5	95.2

* The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		2488.	2501.		7.84	9.82		15.30	16.73		32.09	29.82		44.78	43.64
Grade 8		2518.	2506.		11.97	12.06		13.51	13.12		31.27	26.95		43.24	47.87
All Grades	N/A	N/A	N/A		9.87	10.95		14.42	14.90		31.69	28.37		44.02	45.78

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		8.61	12.73		46.82	42.91		44.57	44.36
Grade 8		12.45	11.70		51.36	46.10		36.19	42.20
All Grades		10.50	12.21		49.05	44.52		40.46	43.27

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		7.84	10.91		54.85	54.55		37.31	34.55
Grade 8		12.36	9.57		56.76	52.84		30.89	37.59
All Grades		10.06	10.23		55.79	53.68		34.16	36.09

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 7		8.96	10.91		61.57	64.00		29.48	25.09
Grade 8		10.81	8.16		62.93	61.70		26.25	30.14
All Grades		9.87	9.52		62.24	62.84		27.89	27.65

Conclusions based on this data:

1. The percentage of students exceeding standard increased in 22-23

School and Student Performance Data

ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	1530.4	1513.8	1533.2	1552.2	1517.2	1527.0	1508.1	1509.9	1539.0	24	27	36
8	1546.6	1554.1	1511.7	1566.2	1566.3	1501.3	1526.5	1541.6	1521.6	28	18	33
All Grades										52	45	69

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	29.17	14.81	27.78	29.17	33.33	33.33	33.33	18.52	11.11	8.33	33.33	27.78	24	27	36
8	39.29	33.33	18.18	17.86	38.89	21.21	28.57	11.11	21.21	14.29	16.67	39.39	28	18	33
All Grades	34.62	22.22	23.19	23.08	35.56	27.54	30.77	15.56	15.94	11.54	26.67	33.33	52	45	69

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	41.67	37.04	44.44	45.83	22.22	25.00	8.33	22.22	2.78	4.17	18.52	27.78	24	27	36
8	46.43	50.00	30.30	28.57	33.33	15.15	10.71	0.00	15.15	14.29	16.67	39.39	28	18	33
All Grades	44.23	42.22	37.68	36.54	26.67	20.29	9.62	13.33	8.70	9.62	17.78	33.33	52	45	69

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	4.17	3.70	13.89	16.67	11.11	33.33	41.67	40.74	25.00	37.50	44.44	27.78	24	27	36
8	3.57	11.11	6.06	28.57	22.22	18.18	42.86	38.89	30.30	25.00	27.78	45.45	28	18	33
All Grades	3.85	6.67	10.14	23.08	15.56	26.09	42.31	40.00	27.54	30.77	37.78	36.23	52	45	69

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	12.50	7.41	13.89	62.50	51.85	63.89	25.00	40.74	22.22	24	27	36
8	21.43	11.11	18.18	50.00	66.67	42.42	28.57	22.22	39.39	28	18	33
All Grades	17.31	8.89	15.94	55.77	57.78	53.62	26.92	33.33	30.43	52	45	69

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	87.50	65.38	60.00	8.33	15.38	17.14	4.17	19.23	22.86	24	26	35
8	75.00	77.78	33.33	14.29	5.56	27.27	10.71	16.67	39.39	28	18	33
All Grades	80.77	70.45	47.06	11.54	11.36	22.06	7.69	18.18	30.88	52	44	68

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	8.33	7.41	16.67	29.17	37.04	38.89	62.50	55.56	44.44	24	27	36
8	21.43	22.22	15.15	32.14	16.67	18.18	46.43	61.11	66.67	28	18	33
All Grades	15.38	13.33	15.94	30.77	28.89	28.99	53.85	57.78	55.07	52	45	69

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
7	8.33	0.00	22.22	70.83	69.23	47.22	20.83	30.77	30.56	24	26	36
8	0.00	5.56	0.00	85.71	83.33	75.76	14.29	11.11	24.24	28	18	33
All Grades	3.85	2.27	11.59	78.85	75.00	60.87	17.31	22.73	27.54	52	44	69

Conclusions based on this data:

1. There were more students in 22-23.

School and Student Performance Data

Student Population

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

This section provides information about the school's student population.

2022-23 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
587	61	10.1	0.3
Total Number of Students enrolled in Wilson C. Riles Middle School.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	Students whose well being is the responsibility of a court.

2022-23 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	59	10.1
Foster Youth	2	0.3
Homeless	46	7.8
Socioeconomically Disadvantaged	358	61
Students with Disabilities	83	14.1

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	79	13.5
American Indian	4	0.7
Asian	51	8.7
Filipino	18	3.1
Hispanic	186	31.7
Two or More Races	43	7.3
Pacific Islander	7	1.2
White	199	33.9

Conclusions based on this data:

1. The majority of our student population is socioeconomically disadvantaged.

School and Student Performance Data






Overall Performance

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."



2023 Fall Dashboard Overall Performance for All Students		
Academic Performance	Academic Engagement	Conditions & Climate
English Language Arts  Orange	Chronic Absenteeism  Yellow	Suspension Rate  Orange
Mathematics  Yellow		
English Learner Progress  Yellow		

Conclusions based on this data:

- Riles students are low in both reading and math.
- Chronic Absenteeism is Very High. Suspension and English Learner Progress are High.

School and Student Performance Data

Academic Performance English Language Arts

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."








This section provides number of student groups in each level.

2023 Fall Dashboard English Language Arts Equity Report				
Red	Orange	Yellow	Green	Blue
1	5	3	0	0

This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.

2023 Fall Dashboard English Language Arts Performance for All Students/Student Group		
All Students	English Learners	Foster Youth
 Orange 40.3 points below standard Decreased -10.1 points 519 Students	 Orange 64.6 points below standard Decreased -14.2 points 100 Students	Less than 11 Students 3 Students
Homeless	Socioeconomically Disadvantaged	Students with Disabilities
 Yellow 55.2 points below standard Increased Significantly +58.3 points 41 Students	 Orange 49.8 points below standard Decreased -6.2 points 318 Students	 Red 130.9 points below standard Decreased Significantly -19.4 points 77 Students

2023 Fall Dashboard English Language Arts Performance by Race/Ethnicity			
African American  Orange 85.9 points below standard Increased Significantly +26.8 points 74 Students	American Indian Less than 11 Students 4 Students	Asian  Yellow 0.1 points below standard Decreased -6.5 points 48 Students	Filipino 23.4 points above standard Decreased -11.3 points 17 Students
Hispanic  Orange 48.4 points below standard Decreased -14 points 164 Students	Two or More Races  Yellow 28.1 points below standard Increased Significantly +20.2 points 38 Students	Pacific Islander Less than 11 Students 7 Students	White  Orange 39.6 points below standard Decreased Significantly -18.3 points 172 Students

This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

2023 Fall Dashboard English Language Arts Data Comparisons for English Learners		
Current English Learner 124.9 points below standard Maintained -1.7 points 45 Students	Reclassified English Learners 15.3 points below standard Maintained +1.3 points 55 Students	English Only 44.6 points below standard Decreased -4.8 points 349 Students

Conclusions based on this data:

1. African American students was the race with the largest decline. Homeless and Students with Disabilities were subgroups with very low performances.

School and Student Performance Data

Academic Performance Mathematics

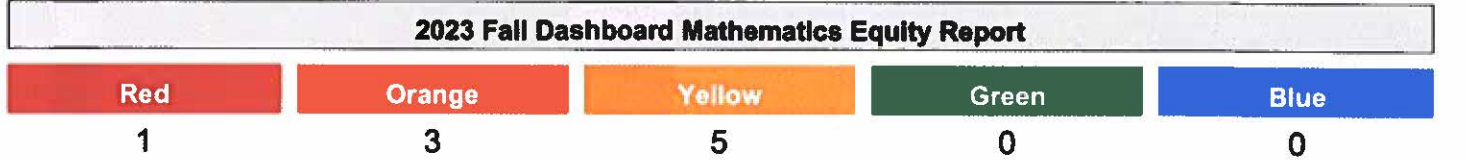
The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.






Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words “No Performance Color.”








This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.

2023 Fall Dashboard Mathematics Performance for All Students/Student Group		
<div>All Students</div> <div><p>Yellow</p></div> <div>65.1 points below standard</div> <div>Increased +3.4 points</div> <div>516 Students</div>	<div>English Learners</div> <div><p>Yellow</p></div> <div>74 points below standard</div> <div>Increased +9.3 points</div> <div>100 Students</div>	<div>Foster Youth</div> <div>Less than 11 Students</div> <div>3 Students</div>
<div>Homeless</div> <div><p>Yellow</p></div> <div>83.8 points below standard</div> <div>Increased Significantly +58.4 points</div> <div>41 Students</div>	<div>Socioeconomically Disadvantaged</div> <div><p>Yellow</p></div> <div>77.9 points below standard</div> <div>Increased +3.7 points</div> <div>318 Students</div>	<div>Students with Disabilities</div> <div><p>Red</p></div> <div>164.8 points below standard</div> <div>Decreased -10.1 points</div> <div>78 Students</div>

2023 Fall Dashboard Mathematics Performance by Race/Ethnicity

African American  Orange 119.4 points below standard Increased Significantly +38.1 points 74 Students	American Indian Less than 11 Students 4 Students	Asian  Orange 34.6 points below standard Decreased -5.2 points 48 Students	Filipino 16.4 points above standard Increased Significantly +19.4 points 17 Students
Hispanic  Yellow 78.2 points below standard Increased +4.5 points 163 Students	Two or More Races  Yellow 57.3 points below standard Increased Significantly +26.2 points 38 Students	Pacific Islander Less than 11 Students 7 Students	White  Orange 57 points below standard Decreased -5.4 points 171 Students

This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

2023 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner 144 points below standard Increased Significantly +25.5 points 45 Students	Reclassified English Learners 16.7 points below standard Increased Significantly +30.4 points 55 Students	English Only 74.8 points below standard Increased +5.2 points 349 Students
--	---	--

Conclusions based on this data:

1. All students regardless of race or subgroup category are low or very low.

School and Student Performance Data

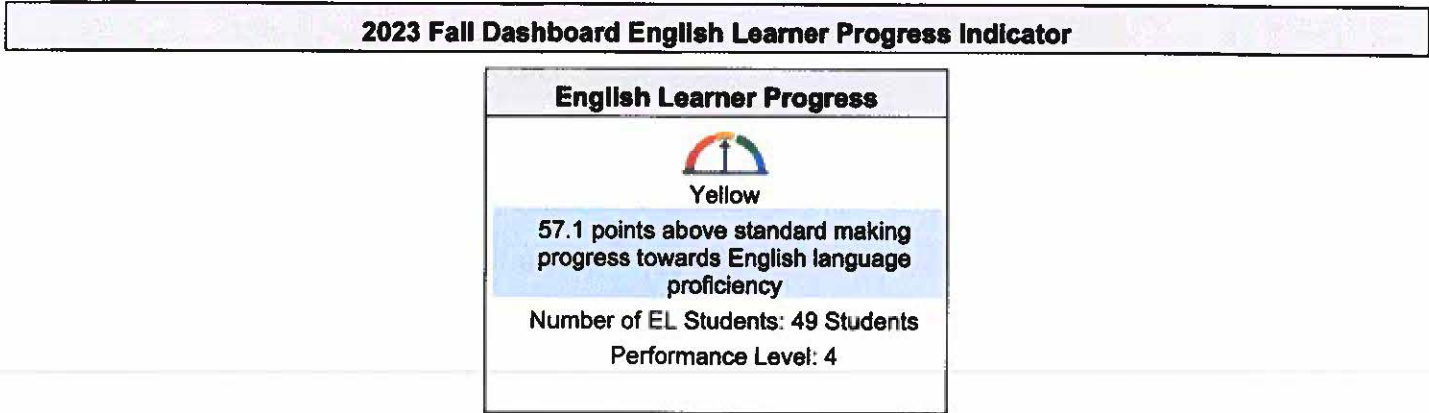
Academic Performance English Learner Progress

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words “No Performance Color.”

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

2023 Fall Dashboard Student English Language Acquisition Results			
Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
6	15	4	24

Conclusions based on this data:

- 51% of our EL students went up at least one level in their English Language Proficiency.

School and Student Performance Data

Academic Performance College/Career Report

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."

This section provided information on the percentage of high school graduates who are placed in the "Prepared" level on the College/Career Indicator.

Very Low Lowest Performance	Low	Medium	High	Very High Highest Performance
--------------------------------	-----	--------	------	----------------------------------

This section provides number of student groups in each level.

2023 Fall Dashboard College/Career Equity Report				
Very High	High	Medium	Low	Very Low

This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2023 Fall Dashboard College/Career Report for All Students/Student Group		
All Students	English Learners	Foster Youth
Homeless	Socioeconomically Disadvantaged	Students with Disabilities

2023 Fall Dashboard College/Career Report by Race/Ethnicity			
African American	American Indian	Asian	Filipino
Hispanic	Two or More Races	Pacific Islander	White

Conclusions based on this data:

1.

School and Student Performance Data

Academic Engagement Chronic Absenteeism

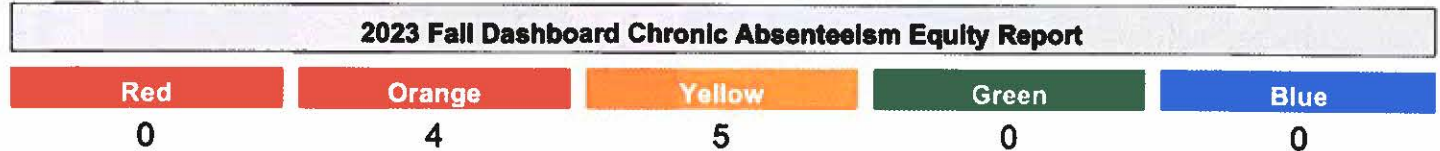
The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.






Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."








This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2023 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
All Students  Yellow 26.1% Chronically Absent Declined Significantly -12.9 652 Students	English Learners  Orange 30.4% Chronically Absent Declined -22.7 92 Students	Foster Youth Less than 11 Students 5 Students
Homeless  Orange 30.9% Chronically Absent Declined -13.5 55 Students	Socioeconomically Disadvantaged  Yellow 31.2% Chronically Absent Declined Significantly -11.8 420 Students	Students with Disabilities  Orange 36.4% Chronically Absent Declined -11.8 99 Students

2023 Fall Dashboard Chronic Absenteeism by Race/Ethnicity

African American  Orange 26.5% Chronically Absent Declined -20.8 98 Students	American Indian Less than 11 Students 5 Students	Asian  Yellow 12.9% Chronically Absent Declined -15.7 62 Students	Filipino 10.5% Chronically Absent Declined -1.2 19 Students
Hispanic  Yellow 27.6% Chronically Absent Declined Significantly -12.1 192 Students	Two or More Races  Yellow 20% Chronically Absent Declined -17 45 Students	Pacific Islander Less than 11 Students 8 Students	White  Yellow 30% Chronically Absent Declined Significantly -9.9 223 Students

Conclusions based on this data:

1. All subgroups are chronically absent.

School and Student Performance Data

Academic Engagement Graduation Rate

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."

Red	Orange	Yellow	Green	Blue
Lowest Performance				Highest Performance

This section provides number of student groups in each level.



This section provides information about students completing high school, which includes students who receive a standard high school diploma.

2023 Fall Dashboard Graduation Rate for All Students/Student Group		
All Students	English Learners	Foster Youth
Homeless	Socioeconomically Disadvantaged	Students with Disabilities

2023 Fall Dashboard Graduation Rate by Race/Ethnicity			
African American	American Indian	Asian	Filipino
Hispanic	Two or More Races	Pacific Islander	White

Conclusions based on this data:

1.

School and Student Performance Data

Conditions & Climate Suspension Rate

The 2023 California School Dashboard provides parents and educators with meaningful information on school and district progress so they can participate in decisions to improve student learning.

The California School Dashboard goes beyond test scores alone to provide a more complete picture of how schools and districts are meeting the needs of all students. To help parents and educators identify strengths and areas for improvement, California reports how districts, schools (including alternative schools), and student groups are performing across state and local measures.

Performance on state measures, using comparable statewide data, is represented by one of five colors. The performance level (color) is not included when there are fewer than 30 students in any year. This is represented using a greyed out color dial with the words "No Performance Color."



Red

Lowest Performance



Orange



Yellow



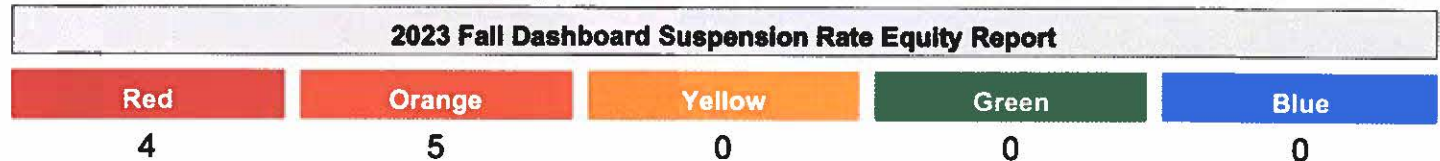
Green



Blue

Highest Performance






This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2023 Fall Dashboard Suspension Rate for All Students/Student Group		
All Students Orange 11.6% suspended at least one day Increased 3.2 663 Students	English Learners Orange 6.5% suspended at least one day Increased 4.9 93 Students	Foster Youth Less than 11 Students 5 Students
Homeless Orange 15.8% suspended at least one day Declined -0.9 57 Students	Socioeconomically Disadvantaged Red 13.6% suspended at least one day Increased 3.7 428 Students	Students with Disabilities Red 20.4% suspended at least one day Increased 8.1 103 Students

2023 Fall Dashboard Suspension Rate by Race/Ethnicity

African American  Red 23.5% suspended at least one day Increased 2.5 102 Students	American Indian Less than 11 Students 5 Students	Asian  Orange 3.2% suspended at least one day Increased 1.2 62 Students	Filipino 0% suspended at least one day Declined -5.9 19 Students
Hispanic  Red 11.8% suspended at least one day Increased Significantly 6.8 195 Students	Two or More Races  Orange 13% suspended at least one day Declined -4.3 46 Students	Pacific Islander Less than 11 Students 8 Students	White  Orange 9.3% suspended at least one day Increased 3.1 226 Students

Conclusions based on this data:

1. The number of students suspended is high for all students. Homeless and Students with Disabilities were very high in suspension rates.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

All stakeholders will experience a school and district climate that is physically and emotionally safe and supportive.

Goal 1

SCHOOL CLIMATE

Students will participate in our school-wide PBIS program as well as our Second Step SEL Program. Participation through these programs will lead to students and staff feeling like they belong here at Riles. It is imperative to address social emotional concerns. We have found a need to support students feeling connected to being at school, while noticing the need to teach empathy and compassion towards one another. This will lead to a school culture of celebrating and valuing our differences.

Identified Need

Panorama survey data shows that students do not feel connect to school, especially true for specific groups: African American, Homeless, and Students with Disabilities.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Panorama Survey	On the Fall 2023 panorama survey, 32% of all students felt as though they belong at school.	Will increase the belonging domain to 35% as measured by the next panorama survey results in March 2024.
Dashboard	Our dashboard results showed all students were very high with 8.5% of students being suspended at least one day. Specifically our African American group was 21%, Homeless was 16.7%, and Students with disabilities 12.3%.	Will decrease by at least 3% on the 2024 dashboard
SWIS	In January of 2024 we reviewed our PBIS data. WCR was approaching 1300 referrals. There was a major concern regarding safety of student on campus. For the school year we have had over 70 referral for Physically aggressive behavior.	We are working to reduce our referrals for Physically Aggressive behavior by 30%.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

PBIS Lessons will be explicitly taught to all students over the first three days of school. Booster lessons will be taught throughout the school year in our homeroom classes. Additional PBIS trainings will be offered to staff members.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

District Funded

Professional Development Opportunities

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Second Step Lessons will be taught monthly in Homeroom classes. Teachers are provided a weekly schedule of what events/curriculum to cover. These lessons will be a Tier I strategy to promote the social and emotional well being of all students. New staff members will be trained in using program during the 1st semester. Administrators will monitor the monthly use of the Second Step program.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

10000

District Funded

Second Step Curriculum

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

A homeroom committee will be formed to get honest options and ideas from students about the overall climate on the Riles campus. Students will be selected by their homeroom teacher and/or administration.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1000

Source(s)

Title I

Incentives for being part of the committee like donuts, prizes, etc.

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

PBIS raffles & rallies

Strategy/Activity

We will be increasing prizes/incentives to raffle off and to earn using our Husky Bucks. Students will be able to earn a raffle ticket to participate in our raffle competitions. We will also host optional activities like basketball or table tennis that students can use to spend their Bucks to enter instead.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Strategy/Activity 5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Elementary Students

Strategy/Activity

We will be expanding our music program to every elementary school in the district in hopes to create a connection to school through music. There will be a concert at Riles each semester.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

65000

Source(s)

District Funded
Musical instruments

Strategy/Activity 6

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Team Assist will provide two coaches to increase positive student interactions and facilitate positive play during unstructured time through semester 2.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

49484

Source(s)

Title I

Annual Review

SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

This goal was not met. The March 2023 panorama results showed that school belonging decreased by 1%.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

We changed our PBIS lessons being taught for another additional day on the first week of school, both in the Fall and then Spring semester. Administration will also now be formally checking the use of Second Step curriculum.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

While the goal is similar to the previous goal, we will be implementing more incentivized events for students to be part of. We are also starting a district wide music program.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

All students will graduate college/career ready through high-quality instruction coupled with interventions and supports (Multi-Tiered System of Supports) that eliminate barriers to student success.

Goal 2

ELA:

Increase ELA achievement and close the gaps for all students with particular attention to subgroups demonstrating largest gaps: African American, Homeless, and Students with Disabilities

Identified Need

As a school, the dashboard showed a need to increase student achievement. All students were LOW being 30 points below standards with specifically Very Low for African American, Homeless, and Students with Disabilities

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
iReady Diagnostic Scores	After our first iReady Reading diagnostic in August 2023, 31% of students were on or above grade level.	By March 2024, we will see 34% of students being on or above grade level.
Dashboard Data	ELA: The dashboard showed all students were LOW being 30 points below standard. It showed very Low for African American students (107 pts below), Homeless (105 pts below), & students with disabilities (110 points below)	By August 2024, we will see all students increase by 30 points.
ELPAC Data	The dashboard showed English Learner Progress was high with 63% of students making progress towards proficiency.	We will see an increase of 5% of English Learner students showing progress on the summative ELPAC in February 2024.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

We will be partnering with PCOE/SCOE (CCIL program) to plan for UDL professional development opportunities. These lessons will provide ideas on how to engage students in meaningful ways. We will have our MTSS team trained to implement UDL strategies. They will share strategies and success that they are using in their own classrooms at each monthly collaboration meeting.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

District Funded

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

We will offer additional supports for students before and after school through Husky Help where teachers will be available. We will also be partnering with American River College to provide an Educational Talent Search (ETS) program to provide tutoring and supports throughout the week on campus.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

30000

Title I

Husky Help

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Provide incentives to promote growth through tracking data in iReady. The Academic Coordinator (AC) will work on data chats with students in English classes. The AC start with the students one grade level below on iReady by pulling them once a quarter to reflect on their iReady scores and provide them incentives/set goals to improve.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

500

Source(s)

Title I

Prizes and Paper for printing

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English learner

Strategy/Activity

The Academic Coordinator will support our English Language Development teacher in using the new newcomer curriculum. She will support the transition to station rotations and will help monitor their progress. She will observe the classes quarterly.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Title I

Academic Coordinator

Strategy/Activity 5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English learner

Strategy/Activity

Each student receives ELD supports during both integrated time in their ELA period and their designated time in the ELD elective. The academic coordinator will run data chats during the ELD class period quarterly.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Annual Review

SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Not Met.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

While the intended goal was to follow students in a specific Academic Lab intervention class, with the amount of schedule changes and enrollment changes, it was difficult to measure the data accurately.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

This goal will now be focused on multiple metrics rather than just a single assessment. We will also make sure our Academic Coordinator is spending more time directly working with students, rather than solely creating a structured curriculum map for lessons.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

All students will graduate college/career ready through high-quality instruction coupled with interventions and supports (Multi-Tiered System of Supports) that eliminate barriers to student success.

Goal 3

MATH:

Increase math achievement and close the gaps for all students with particular attention to subgroups demonstrating largest gaps: African Americans, Homeless, & Students With Disabilities.

Identified Need

The 2022 dashboard revealed that math is a high priority need for our school. As a school all students were Low being 68 points below standard. Our subgroups also were very Low for African Americans, Homeless, & Students With Disabilities.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
iReady Diagnostic Scores	Students will take the iReady Diagnostic three times during the school year. Based on 22-23 Diagnostic #3, 30% of all students were on or above grade level. This year in August 2023, 16% of students were on or above grade level.	By March 2024, we hope to see a 4% increase to all students.
Dashboard	The dashboard results were LOW for all students and VERY LOW for African American students (149 pts below), Homeless students (129 pts below), & Students with Disabilities (50 points below)	By August 2024, students will increase by 50 points.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students who are three grade levels below on the math iReady diagnostic (red)

Strategy/Activity

The iReady Diagnostic Assessment and curriculum have been purchased for the district. The Academic Coordinator will provide lesson plan blueprint for this Academic Lab which includes utilizing the iReady program. Based on grades and iReady results, students who have moved to the next iReady level will be exited from this support.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

114427.47

Source(s)

Title I
Academic Coordinator

District Funded
iReady subscription

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

We will offer additional supports for students before and after school through Husky Help where teachers will be available. We will also be partnering with American River College to provide an Educational Talent Search (ETS) program to provide tutoring and supports throughout the week on campus.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

30,000

Source(s)

Title I
Husky Help Hours

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Since all students are below standards, math instructors will be offered professional developments through our CPM curriculum. Teachers will be asked to attend booster CPM lessons to support all students in the fall.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

District Funded
CPM Professional Developments

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

The Academic Coordinator will identify students in these math classes making growths and declines after the next iReady diagnostic. The Academic Coordinator will have face-to-face communication with the students in both of these situations to recognize them. Through data chats, students will be encouraged and rewarded through their growth. During Academic Labs, the academic coordinator will be able to run reports on their growth through the iReady lessons. She will hold data chats with students in math classes quarterly but focus on students in the academic labs. She will regularly monitor and encourage students in each subgroup specifically to identify their gaps and needs.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

Strategy/Activity 5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Academic Coordinator will be tracking growth after each iReady Diagnostic assessment and providing data to administrators will provide incentives.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

500

Source(s)

Title I

Prizes & Copies for raffle tickets

Title I

Annual Review

SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Not met.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Based on student needs and the data for current students, we need to start over with this goal. Students showed a large decline in math scores. We were also unable to provide the AVID strategies this year due to budget constraints at the beginning of the year.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We see the need to take a different direction based on data and staffing situations. We will address math achievement for all subgroups via more strategic yet personalized approaches.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

All students will graduate college/career ready through high-quality instruction coupled with interventions and supports (Multi-Tiered System of Supports) that eliminate barriers to student success.

Goal 4

CHRONIC ABSENTEEISM:

Increase daily attendance for all students, with particular attention to 3 subgroups: African Americans, Homeless, and Students with Disabilities

Identified Need

The dashboard reported that all students were VERY HIGH in chronic absenteeism. 39% of students were chronically absent.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Dashboard indicator	39% of students across ALL student groups were chronically absent. African Americans were 47%, Homeless were 44%, and Students with Disabilities were 48%.	Overall and in each sub increase increase attendance rates by 5% by August 2024

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Use our PBIS reward opportunities to encourage students to attend school. Attending will provide more chances to be recognized by receiving husky bucks, which are used to enter in raffles, purchase items from our Husky store, or to enter reward activities.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

15000

Source(s)

Title I

Incentives and rewards

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Our Academic Coordinator will run data monthly on all students, identifying those in need of support, identify barriers, offer solution, incentives, etc. She will set schedule for consistent monthly data pulls that align with consistent reward system. Our PBIS team meetings will use this data to discuss more options.

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

5000

Source(s)

Title I

Rewards

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Punch card system

Strategy/Activity

Our Academic Coordinator will do weekly check ins with students who are chronically absent specifically our African American, Homeless, and Students with Disabilities subgroups. She will use a weekly or monthly punch card to track student success

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

1000

Source(s)

Title I

Rewards, Incentives

Annual Review

SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

This was not a goal in last years plan.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

LEA/LCAP Goal

Goal 5

Identified Need

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
------------------	-------------------------	------------------

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
-----------	-----------

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$321,911.47

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$246,911.47

Subtotal of additional federal funds included for this school: \$246,911.47

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
District Funded	\$75,000.00



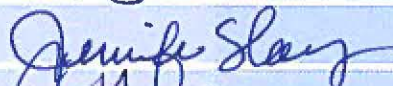
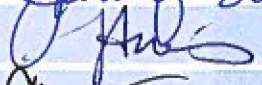

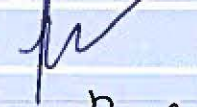
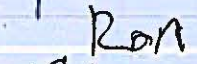
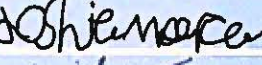
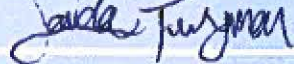
Subtotal of state or local funds included for this school: \$75,000.00

Total of federal, state, and/or local funds for this school: \$321,911.47

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 2 Classroom Teachers
- 2 Other School Staff
- 2 Parent or Community Members
- 3 Secondary Students


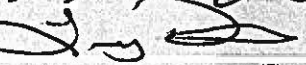

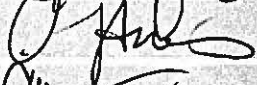


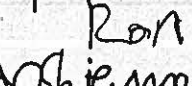
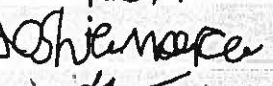
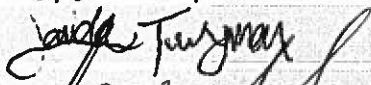

Name of Members	Role
Brett Homesley 	Principal
Larry Davenport 	Other School Staff
Jennifer Slay 	Other School Staff
Julie Andrews 	Classroom Teacher
Caryn Kennedy 	Classroom Teacher
LaToya Jenkins 	Parent or Community Member
Ron Moses 	Secondary Student
Joshua Moore 	Secondary Student
Jayda Twyman 	Secondary Student
Jocelynne Martin	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 2 Classroom Teachers
- 2 Other School Staff
- 2 Parent or Community Members
- 3 Secondary Students

Name of Members	Role
Brett Homesley 	Principal
Larry Davenport 	Other School Staff
Jennifer Slay 	Other School Staff
Julie Andrews 	Classroom Teacher
Caryn Kennedy 	Classroom Teacher
LaToya Jenkins 	Parent or Community Member
Ron Moses 	Secondary Student
Joshua Moore 	Secondary Student
AIDA Jayda Twyman 	Secondary Student
Jocelynn Martin 	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

Signature

Committee or Advisory Group Name

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on 10/30/2023.

Attested:



Principal, Allison Kent on 10/30/2023

SSC Chairperson, Larry Davenport on 10/30/2023

Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

Instructions: Linked Table of Contents

The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.

[Educational Partner Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at LCFF@cde.ca.gov.

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at TITLEI@cde.ca.gov.

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

Purpose

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Description

Briefly describe the school's plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Educational Partner Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

[This section meets the requirements for TSI and ATSI.]

[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]

Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]

Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **Specific, Measurable, Achievable, Realistic, and Time-bound**. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the "Goal #" for ease of reference.

[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]

Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

[Completing this section fully addresses all relevant federal planning requirements]

Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school's identification.]

[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school's identification.]

Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the "Strategy/Activity #" for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency's budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]

[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]

Students to be Served by this Strategy/Activity

Indicate in this box which students will benefit from the strategies/activities by indicating "All Students" or listing one or more specific student group(s) to be served.

[This section meets the requirements for CSI.]

[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]

Proposed Expenditures for this Strategy/Activity

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA's budgeting, its LCAP, and school-level budgeting, if applicable.

[This section meets the requirements for CSI, TSI, and ATSI.]

[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]

Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.

Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- **Total Funds Provided to the School Through the Consolidated Application:** This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- **Total Funds Budgeted for Strategies to Meet the Goals in the SPSA:** This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Appendix A: Plan Requirements

Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
 - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
 1. The comprehensive needs assessment of the entire school shall:
 - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
 - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
 - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
 - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
 - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
 - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
 - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
 - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

Requirements for the Plan

- II. The SPSA shall include the following:
 - A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)**
- 1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--**
 - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards**
 - b. use methods and instructional strategies that:**
 - i. strengthen the academic program in the school,**
 - ii. increase the amount and quality of learning time, and**
 - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.**
 - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:**
 - i. strategies to improve students' skills outside the academic subject areas;**
 - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;**
 - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;**
 - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and**
 - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.**
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it's LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.**
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).**
- 1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;**
 - 2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and**
 - 3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.**

- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Educational Partner Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
 - 1. Ensure that those students' difficulties are identified on a timely basis; and
 - 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

Appendix B:

Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at SISO@cde.ca.gov.

Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Educational Partner Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Educational Partner Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

Additional Targeted Support and Improvement

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

Single School Districts and Charter Schools Identified for School Improvement

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

Appendix C: Select State and Federal Programs

For a list of active programs, please see the following links:

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019

Agenda Item: XIII-16



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: March 13, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Michael Jordan
Director of Curriculum, Instruction & Special Education

Initials:
MDJ

SUBJECT: Book Discard List

☒ **Action Item**

☐ **Information Item**

Attached Pages 4

BACKGROUND:

The following books from Dudley Elementary are to be recycled and/or disposed of due to information that is no longer current, books are in poor physical condition, and/or missing pages.

See attached list: 4 pages

RECOMMENDED BOARD ACTION:

CJUSD Board of Trustees approve the attached listed books to be recycled/discarded.

NON-FICTION

Title	Author	ISBN	Pub Date	Last Circ	Discard Reason	Barcode
Alabama	Davis, Lucile	516206834	1999	10/25/21	outdated, just got new ones	28078
Alaska	Shepherd, Donna Walsh	516209922	1999	04/18/16	outdated, just got new ones	28081
Arizona	Blashfield, Jean F.	516210688	2000	04/18/16	outdated, just got new ones	35021
Arizona	Heinrichs, Ann	516004492	1991	04/27/15	outdated, just got new ones	12823
Arizona	Heinrichs, Ann	516004492	1991	05/20/15	outdated, just got new ones	28044
Arkansas	Heinrichs, Ann	516004506	1989	Never	outdated, just got new ones	28045
Arkansas	McNair, Sylvia	516210890	2001	05/19/15	outdated, just got new ones	35022
California	Stein, R. Conrad	516004514	1988	09/19/14	outdated, just got new ones	12837
California	Heinrichs, Ann	516206311	1998	10/25/21	outdated, just got new ones	28082
Colorado	Blashfield, Jean F.	516206842	1999	12/13/18	outdated, just got new ones	28080
Connecticut	Kent, Deborah	516004530	1989	Never	outdated, just got new ones	12729
Connecticut	McNair, Sylvia	516208322	1999	11/18/19	outdated, just got new ones	28079
Delaware	Blashfield, Jean F.	516210904	2000	Never	outdated, just got new ones	35035
Delaware	Kent, Deborah	516004549	1991	Never	outdated, just got new ones	28046
Delaware	Kent, Deborah	516004549	1991	05/20/15	outdated, just got new ones	12739
Florida	Heinrichs, Ann	51620632X	1998	05/12/16	outdated, just got new ones	28083
Georgia	Masters, Nancy Robinson	516206850	1999	08/30/22	outdated, just got new ones	28077
Idaho	Kent, Zachary	516004581	1990	01/07/20	outdated, just got new ones	12848
Illinois	Santella, Andrew	516206338	1998	09/21/17	outdated, just got new ones	28084
Indiana	Heinrichs, Ann	516210386	2000	Never	outdated, just got new ones	35133
Indiana	Heinrichs, Ann	516210386	2000	Never	outdated, just got new ones	28446
Indiana	Stein, R. Conrad	516004603	1990	05/19/15	outdated, just got new ones	28348
Iowa	Hintz, Martin	51621070X	2000	10/25/21	outdated, just got new ones	35134
Iowa	Hintz, Martin	51621070X	2000	Never	outdated, just got new ones	28448
Iowa	Kent, Deborah	516004611	1991	Never	outdated, just got new ones	16179
Iowa	Kent, Deborah	516004611	1991	Never	outdated, just got new ones	28047
Kansas	Kent, Zachary	51600462X	1991	Never	outdated, just got new ones	28001
Kansas	Masters, Nancy Robinson	516209930	1998	Never	outdated, just got new ones	28074
Kentucky	Stein, R. Conrad	516206877	1999	10/25/21	outdated, just got new ones	28073
Louisiana	Hintz, Martin	516206346	1998	12/16/19	outdated, just got new ones	28085
Maine	Kent, Deborah	516209949	1999	12/09/19	outdated, just got new ones	28072
Maryland	Kent, Deborah	516004662	1990	Never	outdated, just got new ones	12740
Maryland	Burgan, Michael	516210394	1999	11/18/19	outdated, just got new ones	28071
Massachusetts	McNair, Sylvia	516206354	1998	11/18/19	outdated, just got new ones	28086
Michigan	Hintz, Martin	516206362	1998	10/25/21	outdated, just got new ones	28087
Minnesota	Stein, R. Conrad	516004697	1991	09/21/17	outdated, just got new ones	28048
Minnesota	Hintz, Martin	516210408	2000	10/25/21	outdated, just got new ones	28499

Minnesota	Hintz, Martin	516210408	2000	05/12/16	outdated, just got new ones	35155
Mississippi	George, Charles	516206885	1999	Never	outdated, just got new ones	28070
Missouri	Hintz, Martin	516208365	1999	10/25/21	outdated, just got new ones	28069
Montana	Heinrichs, Ann	516004727	1991	Never	outdated, just got new ones	12806
Montana	Heinrichs, Ann	516004727	1991	12/09/19	outdated, just got new ones	28049
Nebraska	McNair, Sylvia	516206893	1999	5/20/15	outdated, just got new ones	28068
Nevada	Stein, R. Conrad	516210416	2000	10/25/21	outdated, just got new ones	28503
Nevada	Stein, R. Conrad	516210416	2000	05/13/14	outdated, just got new ones	35169
Nevada	Lillegard, Dee	516004743	1991	05/20/15	outdated, just got new ones	28050
Nevada	Lillegard, Dee	516004743	1991	Never	outdated, just got new ones	28003
New Hampshire	McNair, Sylvia	516004751	1991	11/18/19	outdated, just got new ones	28051
New Jersey	Stein, R. Conrad	516206370	1998	10/25/21	outdated, just got new ones	28088
New Mexico	Stein, R. Conrad	516004778	1988	Never	outdated, just got new ones	202554
New Mexico	Kent, Deborah	516206907	1999	05/02/16	outdated, just got new ones	28067
New York	Heinrichs, Ann	516206915	1999	04/04/22	outdated, just got new ones	28066
North Carolina	Hintz, Martin	516206389	1998	04/04/22	outdated, just got new ones	28089
North Dakota	Herguth, Margaret S.	516004808	1990	11/19/19	outdated, just got new ones	28052
North Dakota	Hintz, Martin	516210726	2000	11/19/19	outdated, just got new ones	35171
Ohio	Heinrichs, Ann	516209957	1999	10/25/21	outdated, just got new ones	28065
Oklahoma	Reedy, Jerry	516206397	1998	05/05/16	outdated, just got new ones	28090
Oregon	Ingram, W. Scott	516209965	2000	12/09/19	outdated, just got new ones	28506
Oregon	Ingram, W. Scott	516209965	2000	10/28/21	outdated, just got new ones	35172
Pennsylvania	Kent, Deborah	516008480	1988	Never	outdated, just got new ones	28054
Pennsylvania	Heinrichs, Ann	516206923	2000	12/16/19	outdated, just got new ones	35185
Pennsylvania	Heinrichs, Ann	516206923	2000	09/02/21	outdated, just got new ones	28510
Puerto Rico	Davis, Lucile	516210424	2000	Never	outdated, just got new ones	28517
Puerto Rico	Davis, Lucile	516210424	2000	Never	outdated, just got new ones	35186
Puerto Rico	Landau, Elaine	516209868	1999	Never	outdated, just got new ones	35097
Rhode Island	McNair, Sylvia	516210432	2000	10/25/21	outdated, just got new ones	28524
South Carolina	Stein, R. Conrad	516209973	1999	05/06/14	outdated, just got new ones	28064
South Dakota	Lepthien, Emilie U.	516004875	1991	05/06/14	outdated, just got new ones	28353
South Dakota	Shepherd, Donna Walsh	516210939	2001	Never	outdated, just got new ones	35202
Tennessee	Kent, Deborah	516210440	2001	05/20/15	outdated, just got new ones	35206
Tennessee	McNair, Sylvia	516004883	1990	04/18/16	outdated, just got new ones	28057
Texas	Heinrichs, Ann	516209981	1999	03/28/22	outdated, just got new ones	28063
Utah	Kent, Deborah	516210459	2000	02/28/17	outdated, just got new ones	28354
Utah	Kent, Deborah	516210459	2000	05/22/13	outdated, just got new ones	35208
Vermont	Heinrichs, Ann	516210947	2001	Never	outdated, just got new ones	35209
Vermont	McNair, Sylvia	516004913	1991	Never	outdated, just got new ones	12715
Vermont	McNair, Sylvia	516004913	1991	05/19/15	outdated, just got new ones	28058
Virginia	Blashfield, Jean F.	516208314	1998	Never	outdated, just got new ones	28062

Washington	Blashfield, Jean F.	516210955	2001	04/25/16	outdated, just got new ones	35210
Washington	Stein, R. Conrad	51600493X	1992	Never	outdated, just got new ones	28059
Washington	Stein, R. Conrad	51600493X	1992	Never	outdated, just got new ones	28002
Washington, D.C.	Stein, R. Conrad	516210467	1999	10/20/21	outdated, just got new ones	28076
West Virginia	Fazio, Wende	515210742	2000	Never	outdated, just got new ones	35211
West Virginia	Fazio, Wende	515210742	2000	05/20/15	outdated, just got new ones	28551
Wisconsin	Blashfield, Jean F.	516206400	1998	10/25/21	outdated, just got new ones	28091
Wyoming	Heinrichs, Ann	516004964	1992	Never	outdated, just got new ones	28061
Wyoming	Kent, Deborah	516210750	2000	02/28/17	outdated, just got new ones	35212
Women of Hope	Hansen, Joyce	590939734	1998	Never	Never checked-out, bulky, making room for new Bios	35018
Starry Messenger	Sis, Peter	9780374371913	1996	Never	Never checked-out, bulky, making room for new Bios	25572
The Amazing Life of Benjamin Franklin	Giblin, James Cross	590485342	2000	Never	Never checked-out, bulky, making room for new Bios	35239
Judith Resnik: Challenger Astronaut	Bernstein, Joanne E.	525673059	1990	Never	Never checked-out, making room for new Biographies	13205
Kindred Spirit	Andronik, Catherine M	689316712	1993	Never	Never checked-out, making room for new Biographies	13171
George Bush	Kent, Zachary	516013742	1989	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	12997
George Bush	Kent, Zachary	516013742	1993	12/01/17	Older 1 of 2, rarely, if ever, used sets; more room for new	28011
Ronald Reagan	Kent, Zachary	516013734	1989	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28031
James Carter	Wade, Linda R.	516013726	1989	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28019
Gerald Ford	Sipiera, Paul P.	516013718	1989	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28013
Richard Nixon	Lillegard, Dee	516013564	1988	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28030
Lyndon B. Johnson	Hargrove, Jim	516013963	1987	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28027
John F. Kennedy	Kent, Zachary	516013904	1987	02/21/18	Older 1 of 2, rarely, if ever, used sets; more room for new	28024
Dwight D. Eisenhower	Hargrove, Jim	516013890	1987	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28008
Harry S. Truman	Hargrove, Jim	516013882	1987	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28015
Franklin D. Roosevelt	Osinski, Alice	516013955	1987	04/11/18	Older 1 of 2, rarely, if ever, used sets; more room for new	28009
Herbert Hoover	Clinton, Susan	516013556	1988	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28016
Calvin Coolidge	Kent, Zachary	516013629	1988	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28006
Warren G. Harding	Wade, Linda R.	516013688	1989	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28036
Woodrow Wilson	Osinski, Alice	51601367X	1989	03/20/18	Older 1 of 2, rarely, if ever, used sets; more room for new	28041
William Howard Taft	Casey, Jane Clark	516013661	1989	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28038
William McKinley	Kent, Zachary	516013610	1988	02/13/18	Older 1 of 2, rarely, if ever, used sets; more room for new	28040
James A. Garfield	Lillegard, Dee	516013947	1987	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28017
Rutherford B. Hayes	Kent, Zachary	516013653	1989	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28032
Ulysses S. Grant	Kent, Zachary	516013645	1989	03/13/18	Older 1 of 2, rarely, if ever, used sets; more room for new	28035
Andrew Johnson	Kent, Zachary	516013637	1989	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28005
James Buchanan	Brill, Marlene Targ	516013580	1988	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28018
Millard Fillmore	Casey, Jane Clark	51601353X	1988	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28029
Zachary Taylor	Kent, Zachary	516013521	1988	02/07/18	Older 1 of 2, rarely, if ever, used sets; more room for new	28042
James K. Polk	Lillegard, Dee	516013513	1988	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28020
John Tyler	Lillegard, Dee	516013939	1987	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28026
William Henry Harrison	Fitz-Gerald, Christine M.	516013920	1987	Never	Older 1 of 2, rarely, if ever, used sets; more room for new	28037

[illegible]



AGENDA ITEM

BOARD OF TRUSTEES

Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Tracey Seivert-Principal of North Country Elementary

Initials:
TS

SUBJECT: This agreement is for Tracy Neill of the Amazing Animal World to come to North Country and present a live interactive exotic animal presentation for our TK-K classrooms. The four presentations on April 24, 2024 will expose students to animal habitats and teach them about various exotic animals. This presentation will be an on-campus field trip for our 4 TK/K classrooms.

☒ Action Item

☐ Information Item

Attached Pages ⁶_____

BACKGROUND:

Consultant's Name: Tracy Neill

Company Name (if applicable): Amazing Animal World

Services to be Rendered: There will be 4 Interactive/Educational live exotic animal presentations, each 1 hour in length. These presentations will expose students to exotic animals, their rescue life, and habitats.

Date(s) of Service: April 24, 2024

Payment Per Hour: N/A

Total Amount of Contract: \$1,030

Funding Source: Title 1, SPSA Goal #2

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the on-campus fieldtrip for the Amazing Animal World at North Country Elementary for our TK-K classrooms.



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

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 26th day of January, 2023, 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: Amazing Animal World

Tracy Neill dba J

Address: 6127 Cameo Drive, Rocklin, A 95677

Phone: (916) 751-8923 office
(916) 412-7323-cell Taxpayer ID #: 552-85-6935

*Full description of services to be provided:

Interactive / educational exotic animal presentations,
each 50-60 min. in length.

*One Payment of \$1,030 for 4 animal presentations for our TK & K classrooms. This on campus field trip will provide 4 interactive, educational, live exotic animal presentations that are 1 hour each in length. Payment will be upon completion of the presentations.

*Beginning Date of Service: April 24, 2024

*Ending Date of Service: April 24, 2024

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 \$ 1,030 Budget # 01-3010-0-5800-236-1110-1000-009-102

Reason service cannot be provided by a District employee: Specialty Service
One time money-not an ongoing position.

Signature of CONTRACTOR:

[Handwritten Signature]

Date*: 3/15/2024

Signature of District employee requesting service: <u>T. S. IVERT</u>	Date: <u>3/22/04</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**

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 both 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.

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.

TRACY ANN NEILL

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

AMAZING ANIMAL WORLD

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.

6127 CAMEO DRIVE

6 City, state, and ZIP code

ROCKLIN, CALIFORNIA 95677

Requester's name and address (optional)

NORTH COUNTRY ELEMENTARY

3901 Little Rock Drive, Antelope, CA 95843

7 List account number(s) here (optional)

04242024X4

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

5 5 2 - 8 5 - 6 9 3 5

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 ►

02/29/2024

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.

Agenda Item: XIII-18



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Michael Jordan

Initials:

Director of Curriculum, Instruction, and SpEd

MDJ

SUBJECT: Memorandum of Understanding - University of California at San Francisco (UCSF) and Spinelli Elementary research engagement with Multitudes Literacy Screening and Early Intervention pilot program

☒ **Action Item**

☐ **Information Item**

Attached Pages _____

BACKGROUND:

Spinelli Elementary School will continue its participation as a pilot site with UCSF. This pilot will determine how to recognize reading readiness and challenge categories with the digital screener (Multitudes) and ascertain which elements are valid or need replacement to ensure accuracy and equity. They will also develop versions of the screener that meet the needs of past/last year's 2nd-grade CA students by administering a follow-up screener to all 3rd-grade students who participated in the Multitudes screener in 2022-2023 as 2nd-graders.

Time Commitment

One site visit by UCSF staff in the spring. Each site visit will include one to two sessions of 20-45 minutes per child in third grade.

RECOMMENDED BOARD ACTION:

Approve the MOU.

Memorandum of Understanding Between Center Joint Unified School District and UCSF 2023-2024

REGARDING

Research Engagement with Multitudes Literacy Screening and Early Intervention Pilot Program

PROJECT PURPOSE

This project aims to identify students at high risk of literacy challenges by piloting a dyslexia screening and early intervention application to be used in public elementary schools. Ultimately, the screener will become part of a larger integrated assessment and intervention program providing organized data for guiding interventions, curriculum support and training for educators.

PROJECT JUSTIFICATION

Current early-elementary dyslexia screeners directly measure the foundational reading skills that are predictive of whether students will struggle with word recognition, spelling, or decoding on norm-referenced assessments at the end of their academic year. These screeners are successful at identifying students at risk; however, they often falsely label large groups as needing intensive interventions (high false-positive). This can be costly and can lead to many children receiving unnecessary intervention. This includes difficulty assessing English Language Learners.

PROJECT OBJECTIVE

This project will contribute to identifying students at high risk of dyslexia through a newly developed longitudinal pre-literacy and reading assessment and integrate novel assessments of learning strengths and challenges as research confirms their accuracy. The project will also provide individual calculation of risk which will be able to be modified and tailored to school curriculum modifications, identifying new targets of intervention pertaining to the diverse struggles of students with dyslexia. It will also determine how to identify strengths as well as challenges, how to assess efficiently and effectively English Language Learners as well as Dual Language Immersion students.

Assessment Development, Longitudinal Validation 2024-2025

Purpose:

1. To determine how to recognize reading readiness and challenge categories with the digital screener and ascertain which elements are valid or need replacement to ensure accuracy and equity for all CA K-2nd graders.
2. To continuously improve the efficiency and accuracy of the Multitudes screener.
3. To establish longitudinal validity in following up with previous study participants, from first through later grades.

Time Commitment

One site visit by UCSF staff in either fall, winter or spring. This visit will include one to two sessions of 20-45 minutes per child in first, second, or later grades depending on school and classroom participation.

Agreement

This Memorandum of Understanding ("MOU") is entered into on this day _____ between Center Joint Unified School District and UCSF Dyslexia Center, two independent organizations with complementary missions. The parties agree to carry out the tasks as outlined below for the specific purpose of completing a valid research pilot program.

The District/School will

- Confirm that participation in Multitudes complies with their policies on participation in Research.
- Designate an Onsite Research Leader who will serve as the primary point of contact and coordinate all tasks associated with the pilot program.
- District or Onsite Research Lead will
 - Provide rosters that include demographic data on each student: including SSID, primary/home language(s), updated ELPAC scores, race/ethnicity, gender, date of birth, preschool experience, IEP meetings, and/or referrals for special education and other relevant assessment scores, as requested, and as legal under FERPA, CA State law, and covered by the UCSF Internal Review Board.
 - Distribute Parent Notification Letters and track any families who opt out of the study.
 - Help First, Second, and later Grade teachers, as needed, to engage with the study by identifying times that work within for curricular priorities and communicating the plan for study times.

- Distribute any questionnaires or surveys to families and/or teachers and/or arrange for study personnel to interview families and/or teachers with their permission.
- Collaboratively identify dates that work for the school(s), teachers, and the study team's availability for each session.
- Coordinate with study staff to ensure proctors have adequate and quiet testing space and access to rosters in advance of the study visit.
- Notify UCSF Dyslexia Center of any requirements to ensure proctors have permission to be on campus and administer assessments with sufficient lead time.

UCSF Dyslexia Center will

- Provide staff to conduct research screening.
- Ensure UCSF-provided proctors meet requirements to have permission to enter the school campus and comply with daily check-in and check-out requirements.
- Help the School District identify students for assessment or research participation.
- Maintain rigorous communication with Onsite Research Leader(s) for all matters relating to this partnership.
- Ensure implementation of the study is validly completed.
- Provide an overview of the requirements, benefits, and expectations of the pilot program suitable for the audiences of Superintendent, Classroom Teacher, and Parents including timeline and expectations for sharing assessment results.
- Guide parent communication in alignment with IRB requirements which also includes a clear description of the pilot program requirements, benefits, expectations, and ways to opt out.

General:

Both organizations agree to work together to ensure the best possible outcomes for the pilot program.

No party shall have any authority to act on behalf of or obligate the other party.

No party assumes any liability whatsoever for any decision, action, or omission taken by either party at any time prior to, during or after the term of this MOU.

This MOU shall be in operation until July 31, 2025, at which time it may be amended with mutual agreement of all parties.

The parties have caused this MOU to be duly executed as of the day and year first written above.

Participating School	Participating District	Onsite Research Leader	Demographic Data Point Person	School Principal
Cyril Spinelli Elementary	Center Joint Unified School District	Carla Rucker	Ron Baioni	Erica Olmstead

(signature) (date)

UCSF

By: Marianne Dutton

(signature) (date)

Agenda Item: XIII-19



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Tracey Seivert Principal North Country Elementary

Initials:

TS

SUBJECT: Ratify North Country's Purchase of Flexible Seating with One Workplace

☒ **Action Item**

☐ **Information Item**

Attached Pages 4

BACKGROUND:

North Country Elementary got board approval at the February 21, 2024 meeting to add strategy (#12) to Goal 2 of our 2023 School Plan for Student Achievement. Since approval, we have received a quote for 4 classrooms to get flexible seating/furniture for the total price of \$49,522.82. I just wanted to be transparent and share the price with the board for allowing us to spend this amount on flexible seating/furniture to allow for more collaborative learning amongst students. By ratifying this agreement, you are allowing us to receive the seating/furniture by May 31, 2024 in order to close out our purchase orders and school budget on time with the district timelines. Thank you for helping us continue to create safe and welcoming environments to enhance our school climate!

RECOMMENDED BOARD ACTION:

It is recommended that the CJUSD Board of Trustees ratify the One Workplace Invoice for Flexible Seating for North Country Elementary.



Sacramento Office
1631 Alhambra Blvd, Ste 140
Sacramento, CA 95816
T. 916.553.5800 | F. 916.553.5900
oneworkplace.com/sacramento

Quotation 724418

Quote Date 03/14/24

Project 240343

Customer 172079

Terms Net 30

Account Representative Taylor Herrick

Quote To

Tracey Seivert
North County Elementary School 3901
LITTLE ROCK DR
Antelope CA 95843-6231

Ship To

Tracey Seivert
North County Elementary School
3901 LITTLE ROCK DR
Antelope CA 95843-6231

tduncan@centerusd.org,
InvoicesOracle@oneworkplace.com

Phone +1 (916) 338-6480

tseivert@centerusd.org








All prices are guaranteed for 30 days from date of quotation unless otherwise specified.

This quote expires in 30 days.

A signed copy of this quote and/or purchase order is required to place order. Product specified below is made to order. It is non-returnable and non-refundable. Signature of this document accepts all products and finishes contained herein.

Verify Ship to address, Contact Name, Phone Number, and note all corrections. If an incorrect delivery address is provided, additional delivery charges may apply.

Please review quote carefully. Order will be placed exactly as shown on quote.

Description	Quantity	Unit Price	Extended Price
1 01670 - Silhouette Single-Student Desk, Laminate Top, Adjustable Height, 24" Depth X 27" Width X 22-34" Height Worksurface Finish: Smith System Laminate 462260 - GREY  NEBULA LAMINATE Edge: 1 1/4in Top w 3/8in Bmpr TMld Edge Finish: Smith System T-Mold CGR - CHARCOAL T MOLD  Frame Finish: Smith System Paint PLT - Platinum  SMITHSYSTE	110T	212.55	23,380.50
2 17190 - Silhouette Steel Bookbox for 18x24 & 20x27 Desk Bookbox Finish: Smith System Paint PLT - Platinum  SMITHSYSTE	110T	53.30	5,863.00
3 58000 - Motum Teachers Desk Right Hand Box/Box/File, 24" x 60" Frame Finish: Smith System Paint PLT - PLATINUM  Desk Finish: Smith System Laminate 462260 - GREY NEBULA  LAMINATE Edge Finish: Smith System Plastic GNB - GREY NEBULA  SMITHSYSTE	2T	1,212.25	2,424.50

Accepted by Tracey Seivert Title Principal Date 3/15/24



Sacramento Office
1631 Alhambra Blvd, Ste 140
Sacramento, CA 95816
T. 916.553.5800 | F. 916.553.5900
oneworkplace.com/sacramento

Quotation 724418

Page 2 / 3 (cont'd)

Description		Quantity	Unit Price	Extended Price
4	FREIGHT - Freight SMITHSYSTE	1T	4,175.71	4,175.71
5	PROJECT MANAGEMENT - Project management services. UNITED	12T	105.00	1,260.00
6	24030279T - Labor to Deliver, Assemble and Place: (110) student desks, (2) teachers desk KD/Remove & Dispose of (110) Existing Student Desk (KD On-Site) Prevailing Wage: Normal Business Hours UNITED	1T	8,857.14	8,857.14

Quotation Totals

Sub Total	45,960.85
Estimated Tax Rate - 7.750%	3,561.97
Grand Total	49,522.82

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection.
Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample.
For accuracy, order and view an actual sample.*

End of Quotation

Accepted by Tracy Severn Title Principal Date 3/15/24

1. QUOTATIONS AND ORDERS

TERM: All prices are guaranteed for 30 days from date of quotation.

- a. **PAYMENT TERMS:** Balance is due in full net thirty (30) days from date of invoice. For open punch list items, an amount commensurate to items in question and no greater than 10% may be withheld until completion as per standard industry practice.
- b. **DELAYS:** If, for any reason, Buyer is unable to receive product at the job site on the mutually agreed upon delivery date, product will be deemed delivered and will be invoiced as if delivered
- c. **CANCELLATIONS:**
All product is manufactured to customer specifications and, therefore, cannot be canceled once produced or in production, or returned. Restocking programs are not available.
- d. **EXTRA HANDLING DUE TO SITE CONDITIONS:** Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons beyond Seller's control not specifically identified in the price quotation at a standard hourly rate or actual charges if performed by a third party.

2. DELIVERY AND INSTALLATION

- a. **SELLER'S RESPONSIBILITIES:** Seller assumes responsibility to receive, inspect, stage, deliver and install Buyer's goods. All furnishings will be clean and put into good working order. Cartoning and packing materials will be removed and premises left in good order. When applicable, Seller may direct shipments directly to the job site.
- b. **FREIGHT CLAIMS:** Claims for product damaged in transit, other than drop shipments, will be processed by Seller and damaged product will be repaired or replaced to the reasonable satisfaction of Buyer.
- c. **WARRANTIES:**

SELLER MAKES NO WARRANTIES OF PRODUCT SOLD HEREUNDER WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY THAT THE FURNITURE IS FIT FOR ANY PARTICULAR PURPOSE.

FORCE MAJEURE

Neither Party will be liable for a delay in performing its obligations under this Agreement or any Order to the extent that delay is caused by insurrection, war, terrorism, riot, explosion, nuclear incident, fire, flood, earthquake, or other catastrophic event or Act of God beyond the reasonable control of the affected Party.

These terms apply unless an alternative MSA has been agreed upon.

To view our full Terms and Conditions, visit www.oneworkplace.com/owp_tc

Accepted by Nancy Severn Title Principal Date 3/15/24

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

► 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. One Workplace L. Ferrari, LLC	
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 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 checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 2500 De La Cruz Boulevard	
6 City, state, and ZIP code Santa Clara, CA 95050	
7 List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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											
77				-	05	16	00	2			

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 ► Maria Sario-Reyes	<i>Maria Sario-Reyes</i>	Date ► 1/11/2024
-----------	---	--------------------------	-------------------------

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)

CREDIT & COLLECTIONS SUPERVISOR

- 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.



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam

Initials:

Director of Facilities

RP

SUBJECT: Resolution #24/2023-24
Authorizing the Designation of Specific Systems, Products, and/or Materials in the Specifications for District Construction Projects

☒ **Action Item**

☐ **Information Item**

Attached Pages 2

BACKGROUND:

The attached resolution #24/2023-24 is for Single Source Manufacturers List and District Facility Standards.

The District has determined that those systems, products and/or materials identified in Exhibit A are required to match other systems, products and/or materials in use on existing District construction projects either completed or in the course of completion.

The District has determined that those systems, products and/or materials identified in Exhibit A do the following.

- 1.) Increase efficiency of staff training for the maintenance of the products, equipment and systems.
- 2.) Provide form, fit and functional interchangeability for the purpose of system or unit integrity or maintainability.
- 3.) Meet the design standard determinations of the District.
- 4.) Are compatible with items to be added to existing systems.
- 5.) Are compatible with District parts, inventory and/or service capabilities.

RECOMMENDED BOARD ACTION:

The Board of Trustees approve Resolution #24/2023-24 for Authorizing the Designation of Specific Systems, Products, and/or Materials in the Specifications for District Construction Projects.

Resolution #24/2023-24

RESOLUTION OF THE GOVERNING BOARD OF THE

CENTER JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION AUTHORIZING THE DESIGNATION OF SPECIFIC

SYSTEMS, PRODUCTS AND/OR MATERIALS

IN THE SPECIFICATIONS FOR DISTRICT CONSTRUCTION PROJECTS

WHEREAS, the Center Joint Unified School District ("District") is engaged in a program for the modernization and new construction of all its facilities ("Construction Projects"); and

WHEREAS, the District, pursuant to Public Contract Code Section 3400, intends to establish uniform, complete, and compatible District-wide systems, products and/or materials in order to facilitate the most competitive and feasible education for school children in the District; and

WHEREAS, the District, through its agents and consultants, has considered the benefits of requiring that those systems, products and/or materials identified on Exhibit A hereto be specified in its Construction Documents and be used in its Construction Projects; and

WHEREAS, the District has determined that those systems, products and/or materials identified in Exhibit A hereto are required to match other systems, products and/or materials in use on existing District construction projects either completed or in the course of completion; and that certain systems, products and/or materials may be needed to conduct field tests to determine whether they are suitable for future use; and

WHEREAS, the District also has determined that those systems, products and/or materials identified in Exhibit A hereto (1) increase efficiency of staff training for the maintenance of the products, equipment and systems; (2) provide form, fit and functional interchangeability for the purpose of system or unit integrity or maintainability; (3) meet the design standard determinations of the District; (4) are compatible with items to be added to existing systems; and (5) are compatible with District parts inventory and/or service capabilities; and

NOW, THEREFORE, BE IT RESOLVED, that the District's Board of Trustees agrees with, adopts and ratifies the findings set forth above and concludes that those systems, products and/or materials identified in Exhibit A hereto shall be specified in the District's Construction Documents and used on the District's Construction Projects.

BE IT FURTHER RESOLVED, the District's findings as stated hereinabove shall be described in the Invitation for Bids or Request for Proposals for all District Construction Projects specifying any of the systems, products and/or materials identified in Exhibit A hereto.

Passed and adopted on this date, April 17, 2024 at a regular meeting of the Center Joint Unified School District Governing Board by the following vote:

Ayes: _____

Noes: _____

Abstained: _____

Absent: _____

BOARD OF TRUSTEES

Nancy Anderson, President

Delrae Pope, Representative

Steve Bruno, Clerk

Howard Ballin, Board Member

Adrianna Sammons, Board Member

CERTIFICATE

State of California)

)

County of Placer)

I certify the above is a true copy of a Resolution adopted by the Board of Trustees of the Center Joint Unified School District on April 17, 2024, at a regularly scheduled meeting of said Board.

Governing Board of the Center Joint Unified School
District, County of Placer, State of California

By: _____

Scott A. Loehr, Superintendent

**EXHIBIT A TO RESOLUTION OF THE GOVERNING BOARD
OF THE CENTER JOINT UNIFIED SCHOOL DISTRICT
RE: SUPPORT FOR THE DESIGNATION OF SPECIFIC SYSTEMS, PRODUCTS AND/OR MATERIALS IN THE
SPECIFICATIONS FOR DISTRICT CONSTRUCTION PROJECTS**

Center Joint Unified School District

**Single Source Manufacturers List
And District Facility standards**

Specification Reference

Division 11 40 00
Food Service Equipment

System/Product

Self-Contained Modular
Thermal Barrier
Panelized Room System

Manufacturer

RMI-Airdyne
17018 Edwards Road
Cerritos, CA 90703-2422
800/776-7178
562/645-4668
www.RMI-Airdyne.com
tony@rmi-airdyne.com



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam

Initials:

Director of Facilities

RP

SUBJECT: Resolution #26/2023-24
Authorizing the Designation of Specific Systems, Products, and/or Materials in the Specifications for District Construction Projects.

☒ **Action Item**

☐ **Information Item**

Attached Pages 3

BACKGROUND:

The attached resolution #26/2023-24 is for Single Source Manufacturers List and District Facility Standards.

The District has determined that those systems, products and/or materials identified in Exhibit A are required to match other systems, products and/or materials in use on existing District construction projects either completed or in the course of completion.

The District has determined that those systems, products and/or materials identified in Exhibit A do the following.

- 1.) Increase efficiency of staff training for the maintenance of the products, equipment and systems.
- 2.) Provide form, fit and functional interchangeability for the purpose of system or unit integrity or maintainability.
- 3.) Meet the design standard determinations of the District.
- 4.) Are compatible with items to be added to existing systems.
- 5.) Are compatible with District parts, inventory and/or service capabilities.

RECOMMENDED BOARD ACTION:

The Board of Trustees approve Resolution #26/2023-24 for Authorizing the Designation of Specific Systems, Products, and/or Materials in the Specifications for District Construction Projects.

Resolution #26/2023-24

RESOLUTION OF THE GOVERNING BOARD OF THE

CENTER JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION AUTHORIZING THE DESIGNATION OF SPECIFIC

SYSTEMS, PRODUCTS AND/OR MATERIALS

IN THE SPECIFICATIONS FOR DISTRICT CONSTRUCTION PROJECTS

WHEREAS, the Center Joint Unified School District ("District") is engaged in a program for the modernization and new construction of all its facilities ("Construction Projects"); and

WHEREAS, the District, pursuant to Public Contract Code Section 3400, intends to establish uniform, complete, and compatible District-wide systems, products and/or materials in order to facilitate the most competitive and feasible education for school children in the District; and

WHEREAS, the District, through its agents and consultants, has considered the benefits of requiring that those systems, products and/or materials identified on Exhibit A hereto be specified in its Construction Documents and be used in its Construction Projects; and

WHEREAS, the District has determined that those systems, products and/or materials identified in Exhibit A hereto are required to match other systems, products and/or materials in use on existing District construction projects either completed or in the course of completion; and that certain systems, products and/or materials may be needed to conduct field tests to determine whether they are suitable for future use; and

WHEREAS, the District also has determined that those systems, products and/or materials identified in Exhibit A hereto (1) increase efficiency of staff training for the maintenance of the products, equipment and systems; (2) provide form, fit and functional interchangeability for the purpose of system or unit integrity or maintainability; (3) meet the design standard determinations of the District; (4) are compatible with items to be added to existing systems; and (5) are compatible with District parts inventory and/or service capabilities; and

NOW, THEREFORE, BE IT RESOLVED, that the District's Board of Trustees agrees with, adopts and ratifies the findings set forth above and concludes that those systems, products and/or materials identified in Exhibit A hereto shall be specified in the District's Construction Documents and used on the District's Construction Projects.

BE IT FURTHER RESOLVED, the District's findings as stated hereinabove shall be described in the Invitation for Bids or Request for Proposals for all District Construction Projects specifying any of the systems, products and/or materials identified in Exhibit A hereto.

Passed and adopted on this date, April 17, 2024 at a regular meeting of the Center Joint Unified School District Governing Board by the following vote:

Ayes: _____

Noes: _____

Abstained: _____

Absent: _____

BOARD OF TRUSTEES

Nancy Anderson, President

Delrae Pope, Representative

Steve Bruno, Clerk

Howard Ballin, Board Member

Adrianna Sammons, Board Member

CERTIFICATE

State of California)

)

County of Placer)

I certify the above is a true copy of a Resolution adopted by the Board of Trustees of the Center Joint Unified School District on _____, at a regularly scheduled meeting of said Board.

Governing Board of the Center Joint Unified School
District, County of Placer, State of California

By: _____

Scott A. Loehr, Superintendent

**EXHIBIT A TO RESOLUTION OF THE GOVERNING BOARD
OF THE CENTER JOINT UNIFIED SCHOOL DISTRICT
RE: SUPPORT FOR THE DESIGNATION OF SPECIFIC SYSTEMS, PRODUCTS AND/OR MATERIALS IN THE
SPECIFICATIONS FOR DISTRICT CONSTRUCTION PROJECTS**

Center Joint Unified School District

**Single Source Manufacturers List
And District Facility standards**

<u>Specification Reference</u>	<u>System/Product</u>	<u>Manufacturer</u>
Division 07 56 00 Fluid Applied Roofing	Roof Encapsulation WeatherWeld 16-30	WeatherWeld A Division of Liquiform Technologies, Inc. 9757 7 th Street, #803 Rancho Cucamonga, CA 91730 888/440-3224 909/477-1842 www.weatherweld.com kkody@weatherweld.com info@weatherweld.com



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam

Initials:

Director of Facilities

RP

SUBJECT: Amendment #1-Mid Pacific Engineering Inc.(MPE) agreement with Center Joint Unified School District for Consultant Services for the North Country Elementary School Modernization Project. DSA #02-120908

☒ **Action Item**

☐ **Information Item**

Attached Pages 9

BACKGROUND:

This Amendment is to increase compensation by FIFTY-EIGHT THOUSAND,FIVE HUNDRED THIRTY-FIVE DOLLARS AND TEN CENSTS(\$58,535.10) to provide Additional Services because of the addition of new modular classrooms to the project.

CPM solicited a proposal from MPE to add additional special inspection and testing services for the new/added scope of work and has reviewed and approved the costs included in the attached proposal.

Revise Article VI "Compensation to the Consultant"

Total Compensation will be EIGHTY-THREE THOUSAND,THREE HUNDRED EIGHT-FIVE DOLLARS AND TEN CENTS(\$83,385.10).

Original agreement was Board Approved on May 17, 2023 - \$24,850.00

RECOMMENDED BOARD ACTION:

The Board of Trustees approve Amendment #1 with MPE for additional Consultant Services.

AMENDMENT #1

CONSULTANT SERVICES AGREEMENT

(SPECIAL INSPECTION AND/OR TESTING SERVICES)

This AMENDMENT is made and entered into this 17th day of April in the year 2024 ("EFFECTIVE DATE") to AGREEMENT dated May 17, 2023, by and between the Center Joint Unified School District, hereinafter referred to as (the "DISTRICT"), and Mid Pacific Engineering, Inc., hereinafter referred to as "CONSULTANT". The DISTRICT and the CONSULTANT are sometimes referred to herein singularly as a "PARTY" and collectively as the "PARTIES". This AMENDMENT is made with reference to the following facts:

WHEREAS, the PARTIES wish to amend the AGREEMENT to accommodate additional earthwork and materials observation and testing services required and as outlined in Mid Pacific Engineering, Inc. Change Order Request dated March 29, 2024, attached hereto for reference in EXHIBIT "A". Additional services will increase compensation from Twenty Four Thousand Eight Hundred Fifty Dollars And No Cents (\$24,850.00) to **EIGHTY THREE THOUSAND THREE HUNDRED EIGHTY-FIVE DOLLARS AND 10/100 CENTS (\$83,385.10)**, an increase of FIFTY EIGHT THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS AND 10/100 CENTS (\$58,535.10).

NOW, THEREFORE, the PARTIES hereto agree as follows:

REVISE, within Article VI "COMPENSATION TO THE CONSULTANT", Paragraph 1a., to read as follows:

1. The DISTRICT shall compensate the CONSULTANT as follows:
 - a. The DISTRICT agrees to pay the CONSULTANT in accordance with the fee, rate and/or price schedule information set forth in EXHIBIT "A", inclusive of reimbursable expenses, for performing the basic services required by this AGREEMENT subject to the limitations set forth herein this Article VI, Section 1(a). In no event shall the CONSULTANT's compensation exceed **EIGHTY THREE THOUSAND THREE HUNDRED EIGHTY-FIVE DOLLARS AND 10/100 CENTS (\$83,385.10)** for performing all the basic services detailed in Article II and EXHIBIT "A" without the prior written approval of the DISTRICT. CONSULTANT shall invoice costs monthly for the services provided pursuant to this AGREEMENT from the time the CONSULTANT begins work on the PROJECT. All costs must be supported by an invoice, receipt, or other acceptable documentation. The DISTRICT will pay CONSULTANT no later than thirty days from receipt of CONSULTANT's invoice.

ADD to EXHIBIT "A", Mid Pacific Engineering Inc. Change Order Request and Proposal #23-0244 dated March 29, 2024.

The PARTIES, through their authorized representatives, have executed this AMENDMENT #1 to AGREEMENT as of the day and year first written above.

CONSULTANT:

Mid Pacific Engineering, Inc.

By: Martin Osier

Martin Osier, PE
Geotechnical Department Manager

DISTRICT:

Center Joint Unified School District

By: _____

Mr. Scott Loehr
Superintendent

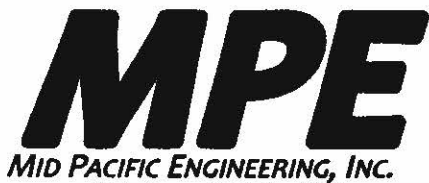
APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

David A. Soldani, Esq.
Attorneys for Center Joint Unified School District

EXHIBIT A-1

Refer to the attached Mid Pacific Engineering, Inc. Change Order and proposal # 23-0244 dated March 29, 2024 for estimated time and rate sheet.



REDDING
530-246-9499
WEST SACRAMENTO
916-927-7000
LODI
209-625-4400

GEOTECHNICAL ENGINEERING | GEOPHYSICS | ENVIRONMENTAL | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

Ms. Siwar Moukatash
Capital Program Management
1851 Heritage Lane, Suite 210
Sacramento, California 95815

March 29, 2024

Change Order Request
NORTH COUNTRY ELEMENTARY SCHOOL MODERNIZATION
3901 Little Rock Drive
Antelope, California 95843
DSA File No. 34-10
DSA Application No. 02-120908
MPE No. 23-0244

As requested, we are submitting this change order request to our agreement for the additional earthwork and materials observation and testing services for the North Country Elementary School Modernization project to be constructed in Antelope, California. Our office previously provided Capital Program Management (CPM) with a *Proposal – Earthwork and Materials Testing and Observation Services* (MPE No. 23-0244 dated May 1, 2023), to perform the construction testing and observation for the modernization improvements required by the project plans and specifications, prepared by AC Martin, submitted to DSA December 12, 2022.

At the time our original proposal was prepared, a DSA 103-22 form had not been provided to our office. Following discussions with representatives of CPM, we were made aware of additional proposed improvements for the modernization of the North Country Elementary School. Additional improvements are anticipated to include the construction of two additional single-story modular buildings, each containing three classrooms, as well as new underground utilities and pavement and concrete hardscapes.

Based on our review of the updated project plans prepared by AC Martin, plotted December 19, 2023, the DSA 103-22 form dated January 8, 2024, the Geotechnical Engineering Report prepared by Terracon for the North Country Modulares, dated December 12, 2023; and our experience with similar projects, we are requesting a change order to our agreement in the amount of **\$58,535.10** bringing our total estimated fees for this project to **\$83,385.10**. Attached is our budget estimate that presents a revised line-item breakdown of our anticipated scope of services. Our fee estimate is based on normal weekday work hours and excludes overtime, weekend, or holiday work.

Please note that the amount of time spent on this project by our representatives is dependent on the rate and quality of work performed by the various contractors, as well as the number of required site visits. Our estimate does not include any contingencies for work required due to, or for, wet weather, unstable subgrades, additional engineering recommendations, variations in the construction schedule, or unforeseen conditions. We recommend your budget include appropriate contingencies for such conditions requiring additional testing and inspection work. Therefore, actual billing will be based on the work performed and determined using the attached

6310 STATE HIGHWAY 273, ANDERSON, CALIFORNIA 96007
840 EMBARCADERO DRIVE, SUITE 20, WEST SACRAMENTO, CALIFORNIA 95605
8910 EAST VICTOR ROAD, LODI, CALIFORNIA 95240

NORTH COUNTRY ELEMENTARY SCHOOL MODERNIZATION

MPE No. 23-0244

March 29, 2024

schedule of fees; however, we will only bill for work actually performed on your project. We assume this project is subject to Prevailing Wage Law. If this is not the case, please contact our office so we can revise our fees accordingly.

To ensure that all parties fully understand the limitations of our role in your project, we emphasize that our representative will not act as supervisor of construction, nor will we direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them for defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

If this change order is acceptable, please indicate so by signing the authorization block below and returning a copy of this letter as our formal authorization to proceed.

We look forward to working with you on this project. Please contact us with any questions regarding our proposal or work scope. We welcome the opportunity to answer any questions you may have regarding this change order request.

Mid Pacific Engineering, Inc.



Brian Yorton
Construction Services Manager



Todd Kamisky
Principal Engineer



Daniel Rivera
Senior Staff Engineer

Attachments: Budget Estimate
General Conditions
Schedule of Fees

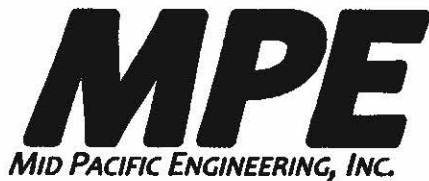
I, the undersigned, agree to the terms and conditions as stated in the above proposal and the attached *General Conditions for Construction Testing Services*.

Signature

Title

Name

Date



REDDING
530-246-9499
WEST SACRAMENTO
916-927-7000
LODI
209-625-4400

GEOTECHNICAL ENGINEERING | GEOPHYSICS | ENVIRONMENTAL | EARTHWORK TESTING | MATERIALS ENGINEERING AND TESTING | SPECIAL INSPECTIONS

**GENERAL CONDITIONS
FOR
CONSTRUCTION TESTING SERVICES**

WARRANTY OF AUTHORITY TO SIGN - The person signing the attached contract, or accepting the attached proposal, warrants he has authority as, or on behalf of, the Client or Owner for whom or for whose benefit Mid Pacific Engineering, Inc. (hereinafter referred to as "Consultant") would render service. If such a person does not have such authority, he agrees that he is personally liable for all breaches of the Agreement and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

LIMITATION OF LIABILITY - The Client agrees to limit the Consultant's liability to the client and all construction contractors and subcontractors on the project arising from the Consultant's services pursuant to this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed \$50,000 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of the contractor and his subcontractors an identical limitation of the Consultant's liability for damages suffered by the contractor or the subcontractor arising from the Consultant's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assume any liability for damages to others which may arise on account of the Consultant's professional acts, errors or omissions.

STANDARD OF CARE - Service performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

RESPONSIBILITY OF THE CONTRACTOR - Services provided by the Consultant under this Agreement should not be taken as a guarantee of construction nor does it relieve the contractor of his responsibility to produce a completed project conforming to the project plans and/or specifications. In all cases the contractor is responsible for site safety and the repairs of defects regardless of when they are found.

DISTRIBUTION OF REPORTS - Unless specifically requested by the Client, all reports prepared by the Consultant will be sent only to the Client. If reports or other test data prepared by the Consultant is to be forwarded to any other party (including regulatory agencies), the Client must specifically request this service in writing to the Consultant prior to the start of work.

INSURANCE - The Consultant represents and warrants that it and its agents, staff and consultants employed by it are protected by Workers' Compensation Insurance and that the Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance may be provided to the Client upon request in writing. Within the limits and conditions of such insurance, the Consultant agrees to indemnify and save the client harmless from and against any loss, damage or liability arising from any negligent acts by the Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. The Consultant shall not be responsible for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and other consultants employed by it.

SAMPLES - The Consultant will dispose of all soil, rock, concrete, steel, masonry, or other construction-related samples upon completion of testing. Further storage or transfer of samples can be made at Client's expense upon written request.

OWNERSHIP OF DOCUMENTS - All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

TERMINATION - This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

ASSIGNS - Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in the Agreement without written consent of the other party.

PAYMENT - The Consultant will submit monthly invoices to the Client and a final bill upon completion of services. Unless specified otherwise in the Agreement, payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts.

If fees are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien may be placed against the property. Such action may lead to the loss of all or part of Client's property being so improved.

MEDIATION - All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be submitted to non-binding mediation under the auspices of a mediation service experienced in the handling of construction disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

DISPUTES - In the event that a dispute should arise relating to the performance of the services to be provided under this agreement or for nonpayment of fees, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorneys' fees, and other claim-related expenses.

MPE

MID PACIFIC ENGINEERING, INC.

2019 DSA Prevailing Wage Schedule of Fees - Sacramento Office

LABOR	Rate per Hour
Field Testing and Inspection Technician (Concrete)	\$95
Field Testing and Inspection Technician (Soils, Anchors and Miscellaneous Inspections)	\$115
Senior Field Testing and Inspection Technician (Welding, Bolting and Masonry)	\$125
Senior Field Testing and Inspection Technician (Non Destructive Testing, DSA Masonry)	\$135
Managing Technician	\$135
Laboratory Technician	\$85
Draftsperson	\$80
Staff Engineer/Geologist	\$125
Project Engineer/Geologist	\$145
Senior Engineer/Geologist	\$165
Principal Engineer	\$185

Overtime and Double Time (work beyond 8 hour days, weekends and Holidays) will be billed at a rate of 1.5 and 2 times the hourly rate presented above, respectively. A 2-hour minimum charge will apply on all projects. A 4-hour minimum charge will apply on Saturday and Sundays. An 8-hour minimum charge will apply on Holidays.

LABORATORY TESTING

Soil and Aggregate	Rate per Test
Absorption of Sand or Gravel	\$70
Aggregate Unit Weight	\$65
Aggregate Crushed Particles	\$110
Atterberg Limits	\$175
California Impact Method 216	\$245
Compaction Curve	\$250
Consolidation Test	\$590
Corrosion Testing	\$165
Direct Shear Test	\$160
Durability	\$185
Expansion Index	\$185
Grain Size Analysis - Total Sieve (200, Fine and Coarse)	\$245
Grain Size Analysis - Fine or Coarse Sieve	\$115
Grain Size Analysis - Soils Finer than No. 200	\$105
Grain Size Analysis - Hydrometer	\$175
Moisture Content	\$40
Permeability	395
Resistance Value - Untreated	\$345
Resistance Value - Treated with Lime or Cement	\$395
Sand Equivalent	\$160
Specific Gravity	\$130
Triaxial Shear - Undisturbed	\$390
Triaxial Shear - Remolded	\$475
Unconfined Compression Test	\$125
Unit Weight and Moisture Content - Undisturbed Sample	\$45
Unit Weight and Moisture Content - Loose Sample	\$70
Concrete and Masonry	
Compression Testing - Concrete 4x8 or 6x12	\$30
Compression Testing - Grout, Mortar or CLSM	\$45
Compression Testing - Masonry Unit or Brick	\$65
Compression Testing - Masonry Prism	\$195
Compression Testing - Concrete Core Including Trimming	\$55
Compression Testing - Shotcrete Core	\$60
Compression Testing - Hold Sample	\$25
Flexural Strength - 6" x 6" concrete beam	\$130
Length Change of Hardened Concrete - Batching, Compression Testing & Shrinkage Measurement	\$1200
Length Change of Hardened Concrete - Shrinkage Measurement	\$420
Masonry Unit Linear Shrinkage, Absorption and Moisture	\$525
Reinforcing and Structural Steel	
Anchor Bolt or Prestressing Strand Tensile Strength	\$85
Fire Proofing Unit Weight	\$60
Machining of Special Fittings, Fixtures or Tensile Coupons - per hour	\$85
Rebar Tensile and Bend 1 - 7 bar	\$125
Rebar Tensile and Bend 8 - 14 bar	\$175
Structural Bolt Set Tensile and Hardness	\$370
Please contact our office for laboratory testing not listed on the this fee schedule	Quote

MISCELLANEOUS

Mileage - Billed Portal to Portal	\$0.95/mile
Per Diem	\$135/day
Outside Services	Cost +20%
Interim Verified Report	\$350
Final Verified Report	\$600
Department of Industrial Relations Wage Reporting	\$150/month

Project: North Country ES

Date: 3/21/2024

Client: CPM

MPE Proposal #: 23-0244
 GER Date: 12/12/2023
 Civil Plan Date(s): 12/15/2023
 Structural Plan Date(s): 12/14/2023
 Schedule Y/N: No
 Schedule Date: N/A
 Fee Schedule: 2019

CA Prevailing Wage Y/N:

Yes

Davis-Bacon Prevailing Wage Y/N:

No

DSA File #:

DSA Application #:

Notes: Plans provided were not DSA approved. Terracon
 GER

Subdivision Testing and Inspection		Tech	Days	Hours	Quantity	Rate	Unit	Total
2019 Sec DSA								
3520 Field Sampling - Soils		1	2	2	4	\$ 115.00	hr.	\$ 460.00
3452 Grading Observation and Testing		1	10	8	80	\$ 115.00	hr.	\$ 9,200.00
3460 Sewer Trench Backfill		1	4	8	32	\$ 115.00	hr.	\$ 3,680.00
3462 Storm Drain Trench Backfill		1	4	8	32	\$ 115.00	hr.	\$ 3,680.00
3461 Water Trench Backfill		1	4	8	32	\$ 115.00	hr.	\$ 3,680.00
3463 Dry Utility Trench Backfill		1	4	6	24	\$ 115.00	hr.	\$ 2,760.00
3454 Lime/Cement Treatment		1	4	8	32	\$ 115.00	hr.	\$ 3,680.00
3456 Roadway AB Placement Testing		1	6	8	48	\$ 115.00	hr.	\$ 5,520.00
3457 Asphalt Concrete Placement		1	2	8	16	\$ 115.00	hr.	\$ 1,840.00
Estimate								\$ 34,500.00

Laboratory Soil Testing		Quantity	Rate	Unit	Total
2019 Sec PW					
6320 Compaction Curve - Soil	ASTM 1557A	2	\$ 250.00	ea.	\$ 500.00
6320 Compaction Curve - Aggregate	ASTM 1557C	1	\$ 250.00	ea.	\$ 250.00
6431 R-Value - Treated	ASTM D2844 / CT 301	4	\$ 395.00	ea.	\$ 1,580.00
6350 Expansion Index	ASTM D4829	2	\$ 185.00	ea.	\$ 370.00
6322 CalTrans Compaction Method	CT216	1	\$ 245.00	ea.	\$ 245.00
6740 AC Oil Content By Ignition		1	\$ 290.00	ea/hr.	\$ 290.00
Estimate					\$ 3,235.00

Concrete/Masonry Compliance Testing - Field/Lab		Quantity	Rate	Unit	Total
2019 Sec PW					
6510 Concrete Compression Cylinders	ASTM C39	100	\$ 30.00	ea.	\$ 3,000.00
Estimate					\$ 3,000.00

Structural Testing and Inspection		Tech	Days	Hours	Quantity	Rate	Unit	Total
2019 Sec DSA								
3540 Casting of Concrete Specimens	ASTM C192	1	8	6	48	\$ 95.00	hr.	\$ 4,560.00
3541 Concrete Cylinder Transport	ASTM C192	1	8	1	8	\$ 95.00	hr.	\$ 760.00
3451 Foundation Excavation Observation		1	2	4	8	\$ 115.00	hr.	\$ 920.00
3530 Torque Testing Screws and Wedge Anchor		1	2	7	14	\$ 115.00	hr.	\$ 1,610.00
3565 Shop Welding Inspection		1	8	8	64	\$ 125.00	hr.	\$ 8,000.00
3566 Shop Welding Inspection (UT, MT, PT)		1	1	4	4	\$ 135.00	hr.	\$ 540.00
3561 Field Welding Inspection		1	8	8	64	\$ 125.00	hr.	\$ 8,000.00
3542 Batch Plant Inspection		1	8	6	48	\$ 120.00	ea/hr.	\$ 5,760.00
3532 Pull Testing		1	2	4	8	\$ 130.00	ea/hr.	\$ 1,040.00
Estimate								\$ 31,190.00

Reinforcement Materials Compliance Testing		Quantity	Rate	Unit	Total
2019 Sec PW					
6630 Rebar Tensile Test - Up to #7 bar	ASTM A370	3	\$ 125.00	ea.	\$ 375.00
6631 Bend Tests	ASTM A370	3	\$ 175.00	ea.	\$ 525.00
6640 Bolt Tensile Strength Testing	ASTM F606	3	\$ 370.00	ea.	\$ 1,110.00
Estimate					\$ 2,010.00

Miscellaneous Materials Testing and Inspection		Tech	Days	Hours	Quantity	Rate	Unit	Total
--	--	------	------	-------	----------	------	------	-------

2019 Sac PW									
3544	Rebar Sampling	1	4	4	16	\$ 130.00	ea/hr.	\$	2,080.00
								Estimate	\$ 2,080.00

Project Supervision		Days	Hours	Quantity	Rate	Unit	Total
2019 Sac PW							
3410.08	Managing Technician	5	2	10	\$ 135.00	hr.	\$ 1,350.00
3410.12	Project Engineer	5	2	10	\$ 145.00	hr.	\$ 1,450.00
						Estimate	\$ 2,800.00

Project Administration		Quantity	Rate	Unit	Total
2019 Sac PW					

DSA Interim Verified Reports									
3715	Interim Geotechnical Verified Report	1			\$ 480.00	hr.	\$	480.00	
3713	Interim Laboratory Verified Report	1			\$ 480.00	hr.	\$	480.00	
Final Report Letter									
3710	Special Inspection	1			\$ 800.00	hr.	\$	800.00	
								Estimate	\$ 1,760.00

Vehicle Operation		Trips	Mileage	Quantity	Rate	Unit	Total
2019 Sac PW		← Use Drop-Down Menu for Proper Wage Type in this Section					

1130	Mileage - Portal to Portal	87	34	2958	\$ 0.95	mile	\$	2,810.10	
								Estimate	\$ 2,810.10

Project Summary

Subdivision Testing and Inspection	\$ 34,500.00
Laboratory Soil Testing	\$ 3,235.00
Concrete, Masonry Compliance Testing and Inspection	\$ 3,000.00
Structural Testing and Inspection	\$ 31,190.00
Reinforcement Materials Testing	\$ 2,010.00
Miscellaneous Materials Testing and Inspection	\$ 2,080.00
Project Supervision	\$ 2,800.00
Project Administration	\$ 1,760.00
Vehicle Operation	\$ 2,810.10
Estimated Project Billing	\$ 83,385.10



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado, Director of Fiscal Services

Initials:

LC

SUBJECT: Resolution #23/2023-24: CalSHAPE Grant Application

☒ **Action Item**

☐ **Information Item**

Attached Pages 54

BACKGROUND:

The California Schools Healthy Air, Plumbing and Efficiency Program (CalSHAPE) provides funding to upgrade heating, air conditioning, and ventilation (HVAC) systems in public schools and also to replace noncompliant plumbing fixtures and appliances that fail to meet water efficiency standards. This resolution authorizes district designees to apply for the CalSHAPE grant and accept the funding.

RECOMMENDED BOARD ACTION:

Approve Resolution #23/2023-24 as presented.

**California Schools Healthy Air, Plumbing, and Efficiency Program
Governing Body Resolution**

RESOLUTION NO. 23/2023-24

Resolution of

Center Joint Unified

Name of Local Educational Agency

WHEREAS, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

NOW THEREFORE, BE IT RESOLVED, that Board of Trustees of Center Joint Unified

Governing Body

authorizes Center Joint Unified to apply for a

LEA Name

grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), Board of Trustees of Center Joint Unified finds that the activity funded by

Governing Body

the grant is (Please select one)

☒ not a project because the work involves equipment assessments only,

and does not involve construction, alterations, moving walls, or disturbing the ground in any way.

OR

☐ a project that is exempt under _____ because

OR

☐ a project and _____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the Board of Trustees of Center Joint Unified authorizes Center Joint Unified

Governing Body

LEA Name

to accept a grant up to \$ \$1,254,450 and accept all grant agreement

Grant Amount Requested

terms and conditions.

BE IT FURTHER RESOLVED, that Scott Loehr
Name of Designated LEA Official or Staff
Lisa Coronado, and Richard Putnam
Name of Designated LEA Official or Staff *Name of Designated LEA Official or Staff*
are hereby authorized and empowered to execute in the name of
Center Joint Unified *LEA Name* all necessary documents to implement and

carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this 17th day of April, 2024.
Month *Year*

Governing Body Representatives:

Nancy Anderson

Steve Bruno

Delrae Pope

Adrianna Sammons

Howard Ballin



RECIPIENT Center Joint Unified	AGREEMENT NUMBER 23R5VA1134
ADDRESS Lisa Coronado 8408 Watt Ave. Antelope, CA 95843	AGREEMENT TERM Ends 24 months after Effective Date The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

EIMBURSABLE AMOUNT
\$1,033,530.00
Total of REIMBURSABLE AMOUNT
\$1,033,530.00

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS			

EXHIBIT A

Scope of Work

Center Joint Unified 34739730000000

Total Number of Sites 6

Site Name

Arthur S. Dudley Elementary
Center High
McClellan High (Continuation)
Cyril Spinelli Elementary
Oak Hill Elementary
North Country Elementary

CDS Code

34739736032908
34739733430378
34739733430451
34739736032924
34739736107734
34739736108948

Arthur S. Dudley Elementary

Category

Assessment & Maintenance
Filter
Monitor

Unit Count

54
150
38

Center High

Category

Assessment & Maintenance
Filter
Monitor

Unit Count

242
500
177

McClellan High (Continuation)

Category

Assessment & Maintenance
Filter
Monitor

Unit Count

22
65
15

Cyril Spinelli Elementary

Category

Assessment & Maintenance
Filter
Monitor

Unit Count

61
182
41

Oak Hill Elementary

Category

Assessment & Maintenance
Filter
Monitor

Unit Count

58
180
39

North Country Elementary

Category

Assessment & Maintenance

Unit Count

60

Filter
Monitor

180
40

EXHIBIT B Budget

Center Joint Unified 34739730000000

**Total Requested Amount
\$1,033,530.00**

Site Name

Requested Amount

Arthur S. Dudley Elementary	\$117,660.00
Center High	\$474,840.00
McClellan High (Continuation)	\$55,050.00
Cyril Spinelli Elementary	\$131,100.00
Oak Hill Elementary	\$125,880.00
North Country Elementary	\$129,000.00

Arthur S. Dudley Elementary

Category

Requested Amount

Assessment & Maintenance	\$64,000.00
Filter	\$11,250.00
Monitor	\$22,800.00
Contingency	\$19,610.00

Center High

Category

Requested Amount

Assessment & Maintenance	\$252,000.00
Filter	\$37,500.00
Monitor	\$106,200.00
Contingency	\$79,140.00

McClellan High (Continuation)

Category

Requested Amount

Assessment & Maintenance	\$32,000.00
Filter	\$4,875.00
Monitor	\$9,000.00
Contingency	\$9,175.00

Cyril Spinelli Elementary

Category

Requested Amount

Assessment & Maintenance	\$71,000.00
Filter	\$13,650.00
Monitor	\$24,600.00
Contingency	\$21,850.00

Oak Hill Elementary

Category

Requested Amount

Assessment & Maintenance	\$68,000.00
--------------------------	-------------

Filter	\$13,500.00
Monitor	\$23,400.00
Contingency	\$20,980.00

North Country Elementary

Category	Requested Amount
Assessment & Maintenance	\$70,000.00
Filter	\$13,500.00
Monitor	\$24,000.00
Contingency	\$21,500.00

Total Grant Award	\$1,033,530.00
Initial Payment	\$516,765.00
Final Payment	\$516,765.00

EXHIBIT C

Contacts

CalSHAPE Program Staff

California Energy Commission
715 P Street
Sacramento, CA 95814
E-mail: CalSHAPE@energy.ca.gov

Confidential Deliverables/Products

Adrienne Winuk, Manager
California Energy Commission
Contracts, Grants and Loans Office
715 P Street, MS - 18
Sacramento, CA 95814
E-mail: Adrienne.Winuk@energy.ca.gov

Invoices, Progress Reports and Non-Confidential Deliverables to

Mary Hung
California Energy Commission
Accounting Office
714 P Street MS - 2
Sacramento, CA 95813
E-mail: Mary.Hung@energy.ca.gov

EXHIBIT C

Contacts

LEA Contact (Primary)

Name

Address

City, State, Zip

E-mail

LEA Contact (Alternate)

Name

Address

City, State, Zip

E-mail

LEA Contact (Alternate)

Name

Address

City, State, Zip

E-mail

EXHIBIT D

**CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY
(CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS**

TABLE OF CONTENTS

SECTION	PAGE NO.
1. INTRODUCTION.....	2
2. DOCUMENTS INCORPORATED BY REFERENCE.....	2
3. STANDARD OF PERFORMANCE.....	3
4. DUE DILIGENCE	3
5. PRODUCTS	3
6. AMENDMENTS	4
7. CONTRACTING AND PROCUREMENT PROCEDURES	4
8. PAYMENT OF FUNDS.....	6
9. RESERVED	8
10. PREVAILING WAGE	8
11. RECORDKEEPING, COST ACCOUNTING, AND AUDITING	10
12. WORKERS' COMPENSATION INSURANCE	12
13. PERMITS AND CLEARANCES	12
14. EQUIPMENT	12
15. STOP WORK	13
16. TERMINATION	13
17. INDEMNIFICATION	14
18. RESERVED	14
19. RESERVED	14
20. INTELLECTUAL PROPERTY	14
21. RESERVED	15
22. GENERAL PROVISIONS	15
23. CERTIFICATIONS AND COMPLIANCE	16
24. RESERVED	19
25. COMMISSION REMEDIES FOR RECIPIENT'S NON-COMPLIANCE	19
26. DEFINITIONS	19

1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Funding Documents

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

a. Contractor's Obligations to Subcontractors

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Intellectual Property (Section 20)
 - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

8. Payment of Funds

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. Workers' Compensation Insurance

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. Permits and Clearances

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. Equipment

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. Reserved

19. Reserved

20. Intellectual Property

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

21. Reserved

22. General Provisions

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
 - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
- 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records

Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
- j. Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
- k. Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

 - Legal Statements on Products (included in Section 5, "Products")
 - Payment of Funds (Section 8)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Equipment (Section 14)
 - Termination (Section 16)
 - Indemnification (Section 17)
 - Intellectual Property (Section 20)
 - Change in Business (see this section)
 - Access to Sites and Records (see this section)

23. *Certifications and Compliance*

a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) 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 as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will 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 a 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.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.



RECIPIENT Center Joint Unified	AGREEMENT NUMBER 23R5VA1133
ADDRESS Lisa Coronado 8408 Watt Ave. Antelope, CA 95843	AGREEMENT TERM Ends 24 months after Effective Date The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

- Exhibit A – Scope of Work**
- Exhibit B – Budget**
- Exhibit C – Agreement Contacts**
- Exhibit D – Terms and Conditions**

EIMBURSABLE AMOUNT
\$220,920.00
Total of REIMBURSABLE AMOUNT
\$220,920.00

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
NAME Adrienne Winuk		NAME	
TITLE Contracts, Grants, and Loans Office Manager		TITLE	
CALIFORNIA ENERGY COMMISSION ADDRESS			

EXHIBIT A
Scope of Work

Center Joint Unified 34739730000000

Total Number of Sites 1

Site Name

Wilson C. Riles Middle

CDS Code

34739730108621

Wilson C. Riles Middle

Category

Assessment & Maintenance

Filter

Monitor

Unit Count

106

300

76

EXHIBIT B
Budget

Center Joint Unified 34739730000000

Total Requested Amount
\$220,920.00

Site Name

Wilson C. Riles Middle

Requested Amount
\$220,920.00

Wilson C. Riles Middle

Category

Assessment & Maintenance

Filter

Monitor

Contingency

Requested Amount

\$116,000.00

\$22,500.00

\$45,600.00

\$36,820.00

Total Grant Award

Initial Payment

Final Payment

\$220,920.00

\$110,460.00

\$110,460.00

EXHIBIT C

Contacts

CalSHAPE Program Staff

California Energy Commission
715 P Street
Sacramento, CA 95814
E-mail: CalSHAPE@energy.ca.gov

Confidential Deliverables/Products

Adrienne Winuk, Manager
California Energy Commission
Contracts, Grants and Loans Office
715 P Street, MS - 18
Sacramento, CA 95814
E-mail: Adrienne.Winuk@energy.ca.gov

Invoices, Progress Reports and Non-Confidential Deliverables to

Mary Hung
California Energy Commission
Accounting Office
714 P Street MS - 2
Sacramento, CA 95813
E-mail: Mary.Hung@energy.ca.gov

EXHIBIT C

Contacts

LEA Contact (Primary)

Name

Address

City, State, Zip

E-mail

LEA Contact (Alternate)

Name

Address

City, State, Zip

E-mail

LEA Contact (Alternate)

Name

Address

City, State, Zip

E-mail

EXHIBIT D

**CALIFORNIA SCHOOLS HEALTHY AIR, PLUMBING, AND EFFICIENCY
(CALSHAPE) STANDARD GRANT TERMS AND CONDITIONS**

TABLE OF CONTENTS

SECTION	PAGE NO.
1. INTRODUCTION.....	2
2. DOCUMENTS INCORPORATED BY REFERENCE.....	2
3. STANDARD OF PERFORMANCE.....	3
4. DUE DILIGENCE	3
5. PRODUCTS	3
6. AMENDMENTS	4
7. CONTRACTING AND PROCUREMENT PROCEDURES	4
8. PAYMENT OF FUNDS.....	6
9. RESERVED	8
10. PREVAILING WAGE	8
11. RECORDKEEPING, COST ACCOUNTING, AND AUDITING	10
12. WORKERS' COMPENSATION INSURANCE	12
13. PERMITS AND CLEARANCES	12
14. EQUIPMENT	12
15. STOP WORK	13
16. TERMINATION	13
17. INDEMNIFICATION	14
18. RESERVED	14
19. RESERVED	14
20. INTELLECTUAL PROPERTY	14
21. RESERVED	15
22. GENERAL PROVISIONS	15
23. CERTIFICATIONS AND COMPLIANCE	16
24. RESERVED	19
25. COMMISSION REMEDIES FOR RECIPIENT'S NON-COMPLIANCE	19
26. DEFINITIONS	19

1. **Introduction**

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, or Commission) and the Recipient is funded by the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020), which in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. This grant program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program.

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) a contacts list (**Exhibit C**); (5) these terms and conditions, which are standard requirements for CalSHAPE ventilation program grant awards (**Exhibit D**); (6) any special terms and conditions that the Energy Commission may impose to address the unique circumstances of the funded project, which take precedence in the event of a conflict with any provision of these terms and conditions (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of Commission-reimbursed funds must occur prior to the Agreement term end date specified on the CEC-146 form.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (f) and (g) below. Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Funding Documents

- a. The notice of funding availability for the project supported by this Agreement
- b. The Recipient's application submitted in response to the notice of funding availability

Program Guidelines

- c. CalSHAPE Ventilation Program Commission Guidelines, available at <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>

Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)

- d. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (*applicable to commercial organizations*)

- e. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- f. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- g. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. **Standard of Performance**

In performing work under the Agreement, the Recipient, its subcontractors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

4. **Due Diligence**

- a. The Recipient must take timely actions that, taken collectively, move this project to completion.
- b. Energy Commission staff will periodically evaluate the project schedule for completion of Scope of Work tasks. This evaluation may include but not be limited to random checks of project progress at periodic intervals set by the Energy Commission. Recipients subject to a project check must complete a progress report using a template prepared by the Energy Commission to provide information on the project status and expected completion date.
- c. If Energy Commission staff determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, Energy Commission staff may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

5. **Products**

- a. **“Products”** are any tangible item specified for delivery to the Energy Commission in the Scope of Work, such as reports and summaries. The Recipient will submit all products identified in the Scope of Work to Energy Commission staff, in the manner and form specified in the Scope of Work.

If Energy Commission staff determines that a product is substandard given its description and intended use as described in this Agreement, Energy Commission staff, without prejudice to any of the Commission’s other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. **Failure to Submit Products**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

- c. **Legal Statements on Products**

All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

6. Amendments

a. Procedure for Requesting Extensions

The Recipient must submit a written request to the CalSHAPE Program for a one-time only extension to the Agreement, not to exceed six-months nor the final program reporting deadline date of June 1, 2026. The request must include:

- A brief summary of the proposed extension; and
- A brief summary of the reason(s) for the extension

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties.

7. Contracting and Procurement Procedures

This section provides general requirements for agreements entered into between the Recipient and subcontractors for the performance of this Agreement.

a. Contractor's Obligations to Subcontractors

1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into for the performance of this Agreement.

2) Nothing contained in this Agreement or otherwise creates any contractual relation between the Commission and any subcontractors, and no subcontract may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the Commission for the acts and omissions of its subcontractors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its subcontractors is an independent obligation from the Commission's obligation to make payments to the Recipient. As a result, the Commission has no obligation to pay or enforce the payment of any funds to any subcontractor.

3) The Recipient is responsible for establishing and maintaining contractual agreements with and reimbursing each subcontractor for work performed in accordance with the terms of this Agreement.

b. Flow-Down Provisions

Subcontracts funded in whole or in part by this Agreement must include language conforming to the provisions below, unless the subcontracts are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the Energy Commission with UC for its subcontracts. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products")
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Indemnification (Section 17)
- Intellectual Property (Section 20)
- Access to Sites and Records (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- Survival of the following sections:
 - Equipment (Section 14)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Intellectual Property (Section 20)
 - Access to Sites and Records (included in Section 22, "General Provisions")

Subcontracts funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Audits

All subcontracts entered into for the performance of this Agreement are subject to examination and audit by the Energy Commission, Bureau of State Audits, or the California Public Utilities Commission for a period of three (3) years after payment of the Recipient's final invoice under this Agreement.

d. Copies of Subcontracts

The Recipient must provide a copy of its subcontracts upon request by the Energy Commission.

e. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CalSHAPE Program of any known or reasonably foreseeable conflicts between this Agreement and its agreements with any subcontractors (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CalSHAPE Program of the conflict within fifteen (15) days of discovery. The Energy Commission may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

f. Penalties for Noncompliance

Without limiting the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

8. Payment of Funds

a. Timing of Payment

See Chapter 3, Section G, Timing of Payment, of the CalSHAPE Ventilation Commission Guidelines.

Final payment will only be made after the Energy Commission: (1) receives and approves the Recipient's final reporting; and (2) receives and accepts all other required documentation necessary for the Energy Commission to determine the total final amount due to the Recipient, based on actual and allowable Incurred Costs and Paid Costs under this Agreement, up to the total grant award amount.

Without limiting any other rights and remedies available to the Energy Commission, Recipient must return funds to the Energy Commission received under this Agreement if, for example, the Recipient was overpaid in the first payment, did not complete the project, or did not meet other program requirements.

b. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the Energy Commission is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

ALL of the items in the Budget are capped amounts (i.e., maximums), and the Recipient can only bill its ACTUAL amount up to capped amounts listed in the Budget. For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. If the actual rates exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

c. Payment Requests

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The Commission has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the Commission's other rights, the Recipient risks not receiving any funds, and relieves the Commission of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

d. Invoice Approval and Disputes:

Payment is subject to Energy Commission staff's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures and products meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if all products due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified by the CEC.

e. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in recipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

"Government Entity" means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

f. Reduced funding:

If the Energy Commission does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the CalSHAPE program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

g. Allowability of Costs

- 1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions of this Agreement.

2) Unallowable Costs

See Chapter 3, Section I, Ineligible Costs, of the CalSHAPE Ventilation Program Commission Guidelines.

3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

h. Final Invoice for Remaining Funds

See Chapter 4, Section C, Final Documentation and Invoice for Remaining Funds, of the CalSHAPE Ventilation Program Commission Guidelines. The Recipient must submit all invoices electronically by uploading them to the CalSHAPE Online System, which is found at <https://calshape.energy.ca.gov/>.

i. If the Recipient has not otherwise provided to the Commission documentation showing the Recipient's payment of Incurred Costs, the Recipient shall provide such documentation as soon as possible and not later than three working days from a request from Commission personnel.

j. Certification

The following certification will be included on each payment request form and signed by the Recipient's authorized officer:

The documents included in this request for payment are true and correct to the best of my knowledge and I have authority to submit this request. I certify that reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract, or other procurement method. For projects considered to be a public work, prevailing wages were paid to eligible workers who provided labor for the work covered by this invoice; the Recipient and all subcontractors have complied with prevailing wage laws.

9. **Reserved**

10. **Prevailing Wage**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project’s Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
 - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
 - The project budget for labor reflects these prevailing wage requirements; and
 - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subcontractors and Flow-down Requirements

The Recipient will ensure that its subcontractors also comply with the public works/prevailing wage requirements above. The Recipient will ensure that all agreements with its subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. The Recipient is responsible for any failure of its subcontractors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its subcontractors to comply with the above requirements will constitute breach of this Agreement which excuses the Commission's performance of this Agreement at the Commission's option, and will be at the Recipient's sole risk. In such a case, the Commission will refuse payment to the Recipient of any amount under this award and the Commission will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the Energy Commission and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the Energy Commission on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and Commission will be relieved of any obligation to pay any funds.

11. Recordkeeping, Cost Accounting, and Auditing

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The Commission or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Inspections, Assessment, and Studies

If selected, the Recipient must cooperate with and participate in the following:

- 1) An assessment of a funded project's greenhouse gas reductions and energy savings. This may include, but is not limited to, requests from Energy Commission staff or its delegate for data, project and equipment information, and reasonable access to the project site to assist with determining greenhouse gas reductions and energy savings attributable to the funded project. Costs associated with any activities associated with such an assessment will not be funded by a CalSHAPE Program grant.
- 2) A site inspection and verification of installation and operation of new fixtures and appliances. This may include, but is not limited to, providing Energy Commission staff or its delegates reasonable access to the funded project site to inspect and verify installation and operation. Recipient understands that any such inspection and verification by Energy Commission staff or its delegates is not a safety inspection.
- 3) A measurement and evaluation study that will be used to analyze current program performance and improve future program designs. This may include but is not limited to providing Energy Commission staff or its delegates data, project and equipment information, and reasonable access to the funded project site.

d. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Energy Commission, another state agency, and/or a public accounting firm designated by the Energy Commission may audit the Recipient's accounting records at all reasonable times, with prior notice by the Energy Commission.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the Energy Commission of the Recipient's final invoice. However, performance of any such interim audits by the Energy Commission does not preclude further audit. The Energy Commission may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

e. Refund to the Energy Commission

If the Energy Commission determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the Energy Commission within thirty (30) days of request or as otherwise agreed by the Energy Commission and the Recipient. If the Energy Commission does not receive such repayments, it will be entitled to take any actions enforce any remedies available to it, such as withholding further payments to the Recipient and seeking repayment from the Recipient.

f. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Energy Commission will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Energy Commission that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of the amount audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the Energy Commission for reasonable costs and expenses incurred by the Commission in conducting the audit.

g. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of Energy Commission funds. The funds will be released only if the required match percentages are expended. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

12. Workers' Compensation Insurance

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CalSHAPE Program satisfactory evidence of this insurance upon the CalSHAPE Program's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CalSHAPE Program satisfactory evidence of the insurance upon the CalSHAPE Program's request.

13. Permits and Clearances

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

14. Equipment

Title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, or encumber the property (i.e., place a legal burden on the property such as a lien) during the Agreement term without Energy Commission Staff's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

15. Stop Work

Energy Commission staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from Energy Commission staff.

16. Termination

a. Purpose

Because the Energy Commission is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the Energy Commission, the Energy Commission has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the Energy Commission.

b. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with Energy Commission funds to the Commission, or the Recipient may purchase the equipment as provided by the terms of this Agreement, with approval of the Energy Commission.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

17. Indemnification

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the Energy Commission) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

18. Reserved

19. Reserved

20. Intellectual Property

- a. The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

“Intellectual property” means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- b. The Energy Commission owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“Product” means any tangible item specified for delivery to the Energy Commission in the Scope of Work.

- c. Both the Energy Commission and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes, including but not limited to providing data and reports to the California Public Utilities Commission, State legislature, and Utilities and using data for the development of future programs.

- d. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

To the extent allowed under California law, the Recipient will defend and indemnify the Energy Commission and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

21. Reserved

22. General Provisions

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, subcontractors, and employees will act in an independent capacity and not as officers, employees, or agents of the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the Energy Commission in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The Commission reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

- 1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:
 - a) A change of address.
 - b) A change in business name or ownership.
 - c) The existence of any litigation or other legal proceeding affecting the project or Agreement.

- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
 - e) Receipt of notice of any claim or potential claim against the Recipient for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the Energy Commission's rights.
 - 2) The Recipient must provide the CalSHAPE Program with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the Energy Commission does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the Commission is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.
- i. Access to Sites and Records
Energy Commission and California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.
- j. Prior Dealings, Custom, or Trade Usage
These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.
- k. Survival of Terms
Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:
 - Legal Statements on Products (included in Section 5, "Products")
 - Payment of Funds (Section 8)
 - Recordkeeping, Cost Accounting, and Auditing (Section 11)
 - Equipment (Section 14)
 - Termination (Section 16)
 - Indemnification (Section 17)
 - Intellectual Property (Section 20)
 - Change in Business (see this section)
 - Access to Sites and Records (see this section)

23. *Certifications and Compliance*

a. Federal, State, and Local Laws

The Recipient must obtain all required permits and shall comply with all applicable federal, state and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient and its subcontractors will give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) 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 as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and will fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient will 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 a 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.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Reserved

25. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

26. Definitions

- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the Energy Commission at a business meeting or by the Executive Director or his/her designee.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of the equipment.
- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

"Works of authorship" does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.
- **Invention** means intellectual property that is patentable.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient or a third party for a project funded by the Energy Commission. If this Agreement resulted from a solicitation, refer to the solicitation's discussion of match funding for guidelines specific to the project.

- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Product** means any tangible item specified for delivery to the Energy Commission in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the Energy Commission. The project may coincide with or extend beyond the Agreement term.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 4/17/2024

TO: Center Joint Unified School District Board of Trustees

FROM: LISA CORONADO

Initials:

LC

SUBJECT:

APPROVAL OF CENTER JOINT UNIFIED SCHOOL DISTRICT PAYROLL ORDERS.

☒ **Action Item**

☐ **Information Item**

Attached Pages _____

BACKGROUND:

The Governing board is asked to approve the attached payroll Orders for MARCH 2024.

RECOMMENDED BOARD ACTION:

CJUSD Board of Trustees approve the District Payroll Orders for March 2024.

PAY282 1.00.03

PAYNAME: REG

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 03/28/2024

03/22/24 PAGE 1

FUND : 01

GENERAL FUND

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFICATED TEACHERS SALARIES	2,000,491.87
1200	CERT PUPIL SUPPORT SALARIES	160,949.51
1300	CERT SUPERV & ADMIN SALARIES	209,056.73
1900	OTHER CERTIFICATED SALARIES	117,297.16
2100	INSTRUCTIONAL AIDES SALARIES	260,045.71
2200	CLASSIFIED SUPPORT SALARIES	391,470.01
2300	CLASS SUPERV & ADMIN SALARIES	55,372.92
2400	Clerical & Office Salaries	178,281.74
2500	Confidential Employees	32,468.40
2900	OTHER CLASSIFIED SALARIES	37,323.97
3400	*** NOT ON FILE ***	5,309.38
3700	*** NOT ON FILE ***	1,184.04
3900	*** NOT ON FILE ***	3,588.26
5200	Travel & Conference	500.00
	TOTAL FUND	3,453,339.70

PAY282 L.00.03

PAYNAME: REG

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 03/28/2024

03/22/24 PAGE 2

FUND : 13

CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
2200	CLASSIFIED SUPPORT SALARIES	64,131.69
2300	CLASS SUPERV & ADMIN SALARIES	8,457.85
2400	Clerical & Office Salaries	9,958.02
3400	*** NOT ON FILE ***	196.80
3900	*** NOT ON FILE ***	164.80
	TOTAL FUND	82,909.16
	TOTAL DISTRICT:	3,536,248.86

SALARY EXPENDITURE:	\$3,536,248.86	
01-9110		\$3,285,034.80
99-9621		\$236,476.82
99-9621		\$339,756.05
	-----	-----
	\$3,536,248.86	\$3,861,267.67

PAY282 L.00.03

PAYNAME: VAR

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 04/10/2024

04/02/24 PAGE 1

FUND : 01

GENERAL FUND

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFICATED TEACHERS SALARIES	174,092.32
1200	CERT PUPIL SUPPORT SALARIES	7,764.87
2100	INSTRUCTIONAL AIDES SALARIES	9,747.45
2200	CLASSIFIED SUPPORT SALARIES	30,921.14
2400	Clerical & Office Salaries	3,302.72
2500	Confidential Employees	775.80
2900	OTHER CLASSIFIED SALARIES	10,851.27
	TOTAL FUND	237,455.57

PAY282 L.00.03

PAYNAME: VAR

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 04/10/2024

04/02/24 PAGE 2

FUND : 13

CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
2200	CLASSIFIED SUPPORT SALARIES	7,831.69
	TOTAL FUND	7,831.69
	TOTAL DISTRICT:	245,287.26

SALARY EXPENDITURE:	\$245,287.26	
01-9110		\$248,852.35
99-9621		\$3,565.09-
	-----	-----
	\$245,287.26	\$245,287.26

Agenda Item: XIII-25



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 04/17/24

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado

Initials:

LC

SUBJECT: Commercial Warrant Registers

☒ **Action Item**

☐ **Information Item**

Attached Pages 11

BACKGROUND:

March 7, 2024 \$599,810.98
March 14, 2024 \$382,537.76
March 21, 2024 \$1,564,774.81
March 28, 2024 \$1,227,095.33

The commercial warrant payments to vendor totals
\$3,774,218.88

RECOMMENDED BOARD ACTION:

That the CJUSD Board of Trustees approve the Supplemental Agenda-Vendor Warrants as presented.

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
242778	A TOUCH OF UNDERSTANDING INC	STUDENT WORKSHOP	2,000.00	ARTHUR S. DUDLEY ELEMENTARY
242749	AERIES SIS/EAGLE SOFTWARE	AERIES SOFTWARE LICENSE SUBSCR	24,018.28	COMPUTER SERVICES
242495	AHMAD NAZARI BASIR	B.NAZARI FEB 2024 MILEAGE	62.04	COMPUTER SERVICES
242697	ALL PRO BACKFLOW INC	PACKING FIRE DEVICE - DUDLEY	329.89	MAINTENANCE
242795	ALL WEST COACHLINES INC.	CHS TRACK/PLACER	4,668.51	PERSONNEL SERVICES
242711	AMADOR STAGE LINES	VARIOUS TRIPS	6,595.20	PERSONNEL SERVICES
242797	AMADOR STAGE LINES	CHS SWIMMING/MARYSVILLE	1,340.25	PERSONNEL SERVICES
242472	AMAZON CAPITAL SERVICES INC	LIBRARY BOOKS	117.36	SPINELLI ELEMENTARY
242477	AMAZON CAPITAL SERVICES INC	Rubber feet +gloves+nets+ bat	608.21	CENTER HIGH SCHOOL
242485	AMAZON CAPITAL SERVICES INC	paper paintbrush eraser batter	226.67	CENTER HIGH SCHOOL
242486	AMAZON CAPITAL SERVICES INC	STUDENT STORE PRIZES	96.15	ARTHUR S. DUDLEY ELEMENTARY
242489	AMAZON CAPITAL SERVICES INC	pocket chart, paper, binders	155.12	CENTER HIGH SCHOOL
242493	AMAZON CAPITAL SERVICES INC	NEW KINDER STUDENT SUPPLIES	43.23	REX FORTUNE ELEMENTARY
242510	AMAZON CAPITAL SERVICES INC	4TH GRADE SUPP/SPED HEADPHONES	41.72	REX FORTUNE ELEMENTARY
242518	AMAZON CAPITAL SERVICES INC	tape and wipes	674.31	CENTER HIGH SCHOOL
242533	AMAZON CAPITAL SERVICES INC	sped/behavior/timer,math night	1,022.28	OAK HILL ELEMENTARY
242534	AMAZON CAPITAL SERVICES INC	hose/compressor hose	115.20	CENTER HIGH SCHOOL
242535	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	86.74	BUSINESS SERVICES
242536	AMAZON CAPITAL SERVICES INC	OT SUPPLIES	162.35	SPECIAL EDUCATION
242537	AMAZON CAPITAL SERVICES INC	BILINGUAL TEXT	942.67	CURRICULUM & INSTRUCTION
242538	AMAZON CAPITAL SERVICES INC	BINDERS	61.49	SPECIAL EDUCATION
242539	AMAZON CAPITAL SERVICES INC	IS SUPPLIES	196.21	SPECIAL EDUCATION
242541	AMAZON CAPITAL SERVICES INC	1ST GRADE SUPPLIES	247.08	NORTH COUNTRY ELEMENTARY
242543	AMAZON CAPITAL SERVICES INC	TIER 1 & 2 TK-6TH GRADE SUPPL	255.22	NORTH COUNTRY ELEMENTARY
242544	AMAZON CAPITAL SERVICES INC	KINDERGARTEN SUPPLIES	304.14	NORTH COUNTRY ELEMENTARY
242548	AMAZON CAPITAL SERVICES INC	STUDENT SUPPLIES	188.36	ARTHUR S. DUDLEY ELEMENTARY
242549	AMAZON CAPITAL SERVICES INC	KINDERGARTEN SUPPLIES	323.42	NORTH COUNTRY ELEMENTARY
242551	AMAZON CAPITAL SERVICES INC	KINDERGARTEN AND STEAM SUPPLIE	397.32	NORTH COUNTRY ELEMENTARY
242552	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	86.37	SPECIAL EDUCATION
242553	AMAZON CAPITAL SERVICES INC	PSYCH MATERIALS	229.05	SPECIAL EDUCATION
242554	AMAZON CAPITAL SERVICES INC	2ND GRADE SUPPLIES	256.55	NORTH COUNTRY ELEMENTARY
242555	AMAZON CAPITAL SERVICES INC	2ND GRADE SUPPLIES	227.38	NORTH COUNTRY ELEMENTARY
242557	AMAZON CAPITAL SERVICES INC	headphones/staple/folders/tape	623.17	CENTER HIGH SCHOOL
242567	AMAZON CAPITAL SERVICES INC	ERMHS SUPPLIES	40.89	SPECIAL EDUCATION
242573	AMAZON CAPITAL SERVICES INC	2ND GRADE SUPPLIES	126.24	NORTH COUNTRY ELEMENTARY
242575	AMAZON CAPITAL SERVICES INC	SUPPLIES	89.54	MCCLELLAN HIGH SCHOOL
242578	AMAZON CAPITAL SERVICES INC	KINDERGARTEN SUPPLIES ELD	337.03	NORTH COUNTRY ELEMENTARY
242582	AMAZON CAPITAL SERVICES INC	OFFICE ORDER	79.12	SPINELLI ELEMENTARY
242584	AMAZON CAPITAL SERVICES INC	ART AND SCULPTING SUPPLIES	59.24	NORTH COUNTRY ELEMENTARY
242585	AMAZON CAPITAL SERVICES INC	BOOKS & SUPPLIES TK-6TH INCENT	2,059.47	NORTH COUNTRY ELEMENTARY
242587	AMAZON CAPITAL SERVICES INC	1ST GRADE SUPPLIES	294.01	NORTH COUNTRY ELEMENTARY
242599	AMAZON CAPITAL SERVICES INC	3RD GRADE SUPPLIES	313.28	NORTH COUNTRY ELEMENTARY
242600	AMAZON CAPITAL SERVICES INC	4TH GRADE SUPPLIES	286.57	NORTH COUNTRY ELEMENTARY
242611	AMAZON CAPITAL SERVICES INC	STEAM SUPPLIES	466.36	NORTH COUNTRY ELEMENTARY
242621	AMAZON CAPITAL SERVICES INC	3RD GRADE SUPPLIES	227.09	NORTH COUNTRY ELEMENTARY
242626	AMAZON CAPITAL SERVICES INC	INVOICE #11KR-KFGX-6YFD 03/22	174.49	COMPUTER SERVICES
242628	AMAZON CAPITAL SERVICES INC	1ST GRADE SUPPLIES	265.96	NORTH COUNTRY ELEMENTARY
242632	AMAZON CAPITAL SERVICES INC	PAYING INVOICE FOR AMAZON ORDE	101.71	REX FORTUNE ELEMENTARY
242635	AMAZON CAPITAL SERVICES INC	RSP TK-6TH GRADE SUPPLIES	252.91	NORTH COUNTRY ELEMENTARY
242642	AMAZON CAPITAL SERVICES INC	PAST DUE PAYMENTS	224.75	MAINTENANCE
242643	AMAZON CAPITAL SERVICES INC	STUDENT SUPPLIES	79.17	ARTHUR S. DUDLEY ELEMENTARY

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
242644	AMAZON CAPITAL SERVICES INC	STUDENT SUPPLIES	148.21	ARTHUR S. DUDLEY ELEMENTARY
242645	AMAZON CAPITAL SERVICES INC	STUDENT SUPPLIES	152.11	ARTHUR S. DUDLEY ELEMENTARY
242657	AMAZON CAPITAL SERVICES INC	pencils ink clips paper displa	999.25	CENTER HIGH SCHOOL
242659	AMAZON CAPITAL SERVICES INC	rulers/protractors/led	359.40	CENTER HIGH SCHOOL
242662	AMAZON CAPITAL SERVICES INC	paper/flash drive/soldering ki	1,031.88	CENTER HIGH SCHOOL
242664	AMAZON CAPITAL SERVICES INC	INTERVENTION TK-6TH GRADE	326.57	NORTH COUNTRY ELEMENTARY
242667	AMAZON CAPITAL SERVICES INC	TK STEAM SUPPLIES	612.79	REX FORTUNE ELEMENTARY
242671	AMAZON CAPITAL SERVICES INC	2ND GRADE STEAM SUPPLIES	1,108.25	REX FORTUNE ELEMENTARY
242676	AMAZON CAPITAL SERVICES INC	3RD GRADE STEAM SUPPLIES	833.90	REX FORTUNE ELEMENTARY
242678	AMAZON CAPITAL SERVICES INC	CLASSROOM SUPPLIES	2,264.44	REX FORTUNE ELEMENTARY
242679	AMAZON CAPITAL SERVICES INC	TEACHER ORDER FOR SUPPLIES	755.19	REX FORTUNE ELEMENTARY
242680	AMAZON CAPITAL SERVICES INC	2ND GRADE STEAM MATERIALS	554.60	REX FORTUNE ELEMENTARY
242687	AMAZON CAPITAL SERVICES INC	ANNEX SUPPLIES	572.01	SPECIAL EDUCATION
242688	AMAZON CAPITAL SERVICES INC	SPED SUPPLIES	165.97	SPECIAL EDUCATION
242690	AMAZON CAPITAL SERVICES INC	5TH GRADE STEAM SUPPLIES	300.67	REX FORTUNE ELEMENTARY
242691	AMAZON CAPITAL SERVICES INC	TEACHER CLASSROOM MATERIALS	1,924.85	REX FORTUNE ELEMENTARY
242692	AMAZON CAPITAL SERVICES INC	ELOP SUPPLIES	140.06	FAMILY RESOURCE CENTER
242693	AMAZON CAPITAL SERVICES INC	shredder, library cart, batter	906.67	OAK HILL ELEMENTARY
242695	AMAZON CAPITAL SERVICES INC	PHYSICAL ED SUPPLIES TK-6TH	344.96	NORTH COUNTRY ELEMENTARY
242703	AMAZON CAPITAL SERVICES INC	3RD GRADE STEAM BOOKS	29.20	REX FORTUNE ELEMENTARY
242705	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLY	38.36	MCCLELLAN HIGH SCHOOL
242707	AMAZON CAPITAL SERVICES INC	MATH BOOKS	188.78	CURRICULUM & INSTRUCTION
242718	AMAZON CAPITAL SERVICES INC	TK-6TH GRADE SUPPLIES ELD	249.46	NORTH COUNTRY ELEMENTARY
242719	AMAZON CAPITAL SERVICES INC	TECH TOOL BOX - BOGDAN	119.59	COMPUTER SERVICES
242728	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	58.99	BUSINESS SERVICES
242760	AMAZON CAPITAL SERVICES INC	TECH PROJECTOR BULBS	1,623.02	COMPUTER SERVICES
242776	AMAZON CAPITAL SERVICES INC	PRESCHOOL SUPPLIES	254.31	SPECIAL EDUCATION
242777	AMAZON CAPITAL SERVICES INC	MATH BOOKS	192.12	CURRICULUM & INSTRUCTION
242787	AMAZON CAPITAL SERVICES INC	SPEECH SUPPLIES	106.96	SPECIAL EDUCATION
242789	AMAZON CAPITAL SERVICES INC	TECH NUC TOOLS	462.93	COMPUTER SERVICES
242482	AMERICAN RED CROSS	22656758	190.00	CENTER HIGH SCHOOL
242483	AMIRI MOHAMMAD	M.AMIRI FEB 2024 MILEAGE	28.68	COMPUTER SERVICES
242526	APPLE COMPUTER	WCR MACBOOK PRO - J. STRETZ	1,813.12	COMPUTER SERVICES
242602	APPLE COMPUTER	NOCO APPLE VOUCHER STOP MOTION	59.90	COMPUTER SERVICES
242608	APPLE COMPUTER	FORTUNE USB-C TO 3.5 ADAPTER	1,939.50	COMPUTER SERVICES
242622	APPLE COMPUTER	NOCO IPADS	6,117.10	COMPUTER SERVICES
242720	APPLE COMPUTER	MACBOOK PRO CHS LIU HENG	1,813.12	COMPUTER SERVICES
242792	APPLE COMPUTER	WCR MACBOOK AIR X 3	4,534.27	COMPUTER SERVICES
242547	ARMIENTA ABIGAIL	EMPLOYEE MILE REIMB FEB 2024	58.83	FAMILY RESOURCE CENTER
242597	ASHFORD VICTORIA	TRAINING - SPEAKER DEPOSIT	2,325.00	NUTRITION SERVICES
242478	ASSIST TEAM LLC	STRUCTURED RECESS SUPPORT	6,672.00	WILSON RILES MIDDLE SCHOOL
242488	ASSIST TEAM LLC	STRUCTURED RECESS SUPPORT	10,564.00	WILSON RILES MIDDLE SCHOOL
242512	ASSOCIATED VALUATION SERVICES	WITS 2023/2024	2,426.21	BUSINESS SERVICES
242668	AVI-SPL LLC	BOARD ROOM AV SERVICES	11,184.97	COMPUTER SERVICES
242751	AYMAN DAMEN MD	MEDI CAL	2,500.00	SPECIAL EDUCATION
242581	Almin Velasco Vargas	MONTHLY MILEAGE NURSE - FEB	82.68	CURRICULUM & INSTRUCTION
242522	B & H PHOTO-VIDEO	TECH DELL PRECISION LAPTOPS	4,091.47	COMPUTER SERVICES
242669	B & H PHOTO-VIDEO	BOARD ROOM TRICASTER	9,826.78	COMPUTER SERVICES
242721	B & H PHOTO-VIDEO	CHS DELL USB-C POWER CHARGERS	665.36	COMPUTER SERVICES
242722	B & H PHOTO-VIDEO	CHS DOCKS AND POWER ADAPTERS	2,589.07	COMPUTER SERVICES
242725	B & H PHOTO-VIDEO	TECH SSDS AND EL GATO	921.77	COMPUTER SERVICES

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
242761	B & H PHOTO-VIDEO	TRICASTER FOR RILES	7,541.42	COMPUTER SERVICES
242499	BAIONI RON	R.BAIONI FEB 2024 MILEAGE	34.58	COMPUTER SERVICES
242800	BAIONI RON	REIMBURSEMENT FOR FAN PURCHASE	15.03	COMPUTER SERVICES
242630	BALLESTEROS ARLENE	REIM FOR DISTRICT OFFICE DECOR	393.10	PERSONNEL SERVICES
242746	BAUDENDISTEL ARTHUR	FEE - TRACK MEET STARTER	225.00	WILSON RILES MIDDLE SCHOOL
242497	BIDWELL H2O	Water service for OH	97.50	OAK HILL ELEMENTARY
242745	BIDWELL H2O	Water service @OH	67.50	OAK HILL ELEMENTARY
242598	BISHOP APRIL	PARKING FOR AERIESCON	41.00	COMPUTER SERVICES
242698	BIZCHAIR	CHAIRS FOR REX FORTUNE	6,209.44	REX FORTUNE ELEMENTARY
242655	BLAISDELLS BUSINESS PRODUCTS	office supplies	431.81	CENTER HIGH SCHOOL
242717	BMX FREESTYLERS	BMX assembly	1,944.00	OAK HILL ELEMENTARY
242738	BRADY ASHLEY	mileage reimbursment	70.08	CENTER HIGH SCHOOL
242708	BRIDGES OF THE MIND	IEE	7,500.00	SPECIAL EDUCATION
242656	BSN SPORTS LLC	safety equipment football	6,606.42	CENTER HIGH SCHOOL
242714	BUCKETFILLERS FOREVER	Bucket fillers assembly	1,075.00	OAK HILL ELEMENTARY
242503	CAIN AMBER	REIM TRAVEL EXPENSES/ LAS VEGA	124.93	NORTH COUNTRY ELEMENTARY
242790	CALDWELL FLORES WINTERS INC	PREP/FILING2024REPORT	4,500.00	BUSINESS SERVICES
242658	CANAAN SOUND & LIGHT	sound for graduation	2,400.00	CENTER HIGH SCHOOL
242647	CATALYST FAMILY INC	INVOICE 3006-FEB24	57,425.58	FAMILY RESOURCE CENTER
242672	CDW-G INC	ADOBE CREATIVE CLOUD RENEWAL	2,500.00	COMPUTER SERVICES
242704	CENTER HIGH SCHOOL STUDENT	MV STUDENT FEES	400.00	FAMILY RESOURCE CENTER
242652	CENTER UNIFIED REVOLVING FUND	TOP TEN DINNER	150.00	SUPERINTENDENT OFFICE
242519	CHARTER AMERICA	CHS BASEBALL/GALT CANCELLED	400.00	PERSONNEL SERVICES
242684	CHILDEARS MEGEN	PARENT MILEAGE	2,000.00	SPECIAL EDUCATION
242565	CITRUS HEIGHTS SAW & MOWER	EQUIP/PARTS (GROUNDS)	1,500.00	MAINTENANCE
242654	CITRUS HEIGHTS SAW & MOWER	674181 service for toro 3 w	149.95	CENTER HIGH SCHOOL
242786	CITRUS HEIGHTS SAW & MOWER	SVC GROUNDS HEDGER	149.88	MAINTENANCE
242479	CLEMENTS KRISTEN	claim form mca trip	24.92	CENTER HIGH SCHOOL
242779	CONSERVATION AMBASSADORS	SCHOOL ASSEMBLY	1,100.00	ARTHUR S. DUDLEY ELEMENTARY
242487	COSCO FIRE PROTECTION INC	5YR SPRINKLER INSPECTION - WCR	4,800.00	MAINTENANCE
242471	DELL MARKETING L.P.	DELL LAPTOPS FOR SPINELLI	7,824.65	COMPUTER SERVICES
242490	DELL MARKETING L.P.	L.GARLAND LAPTOP	1,586.94	COMPUTER SERVICES
242603	DELL MARKETING L.P.	TECH GRAHAM LAPTOP XPS 16	3,157.79	COMPUTER SERVICES
242782	DELL MARKETING L.P.	SITE TECH LAPTOPS X4	6,763.99	COMPUTER SERVICES
242793	DELL MARKETING L.P.	WCR LAPTOP D.MATSUNO	1,750.60	COMPUTER SERVICES
242625	DELTA CHARTER SERVICE	CHS VOLLEYBALL/LINDHURST	2,343.00	PERSONNEL SERVICES
242796	DELTA CHARTER SERVICE	CHS SOFTBALL/BEAR RIVER	3,175.00	PERSONNEL SERVICES
242631	DEMCO INC	LIBRARY SPINE LABELS/STICKERS	551.52	REX FORTUNE ELEMENTARY
242660	DEMCO INC	dividers/tape/bookmarks	1,274.13	CENTER HIGH SCHOOL
242730	DEMCO INC	SUPPLIES - LIBRARY	668.66	WILSON RILES MIDDLE SCHOOL
242564	DOCUMENT TRACKING SERVICES	FEB STATEMENT	473.00	CURRICULUM & INSTRUCTION
242627	DOMALAKES CAROL	TRAVEL EXPENSE	97.52	BUSINESS SERVICES
242735	DUTT KARISHMA	MONTHLY MILEAGE NURSE - FEB	147.87	CURRICULUM & INSTRUCTION
242773	DUTT KARISHMA	MONTHLY MILEAGE NURSE - JAN	114.64	CURRICULUM & INSTRUCTION
242612	ENTEK CONSULTING GROUP INC	3 YEAR AHERA INSPECTION	3,663.50	MAINTENANCE
242476	FERGUSON JERALD	wrist bands graduation claim	143.00	CENTER HIGH SCHOOL
242511	FIRESTONE COMPLETE AUTO CARE	OIL CHANGE - VEH #85 / GROUNDS	93.04	MAINTENANCE
242530	FIRESTONE COMPLETE AUTO CARE	OIL CHANGE - VEH #82 (GROUNDS)	255.62	MAINTENANCE
242605	FIRESTONE COMPLETE AUTO CARE	OIL/FILTER CHANGE SVC - VEH 83	290.64	MAINTENANCE
242469	FOLLETT CONTENT SOLUTIONS LLC	TITLE 1-WRLD LANG LIBR BKS	834.15	WILSON RILES MIDDLE SCHOOL
242682	FOLSOM LAKE HYUNDAI	SERV. ON COURIER VEHICLE 2017	144.95	BUSINESS SERVICES

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
242556	GOLD STAR FOODS INC	FRESH WHOLE APPLES	54.80	NUTRITION SERVICES
242646	GOLD STAR FOODS INC	FROZEN STRAWBERRIES	389.90	NUTRITION SERVICES
242633	GOMEZ LEXIE	REIM FOR TK PLTW SUPPLIES	21.95	REX FORTUNE ELEMENTARY
242546	GONZALEZ SARA	EMPLOYEE MILEAGE REIM FEB 24	46.50	FAMILY RESOURCE CENTER
242470	GOODHART MOLLY	REIM TRAVEL EXPENSES/LAS VEGAS	850.88	NORTH COUNTRY ELEMENTARY
242747	GRAY STEP SOFTWARE INC	scanners	348.03	CENTER HIGH SCHOOL
242592	GREEN KENDRA	MV PARENT MILE REIM FEBRUARY	148.20	FAMILY RESOURCE CENTER
242696	HANSON KRISTIN	REIM 2NDGRADE & SDC FIELD TRIP	490.00	NORTH COUNTRY ELEMENTARY
242706	HEGGERTY PHONEMIC AWARENESS	CURRICULUM	1,657.11	CURRICULUM & INSTRUCTION
242561	HILL PAULA	tape/ribon/oil/bags/towels	81.85	CENTER HIGH SCHOOL
242685	HOFFMAN ROBERT A	VISION SCREENINGS	4,892.00	SPECIAL EDUCATION
242736	HOME SCIENCE TOOLS	SCIENCE GT STEM KITS	1,901.09	NORTH COUNTRY ELEMENTARY
242733	HU LEE CHIN JENNY	TRANSLATOR MILEAGE	9.25	CURRICULUM & INSTRUCTION
242648	HUNT CAROL	FOOD & FOOD SUPPLIES FOR MTGS	35.73	SUPERINTENDENT OFFICE
242571	JACKSON OILL JULIA	FEB EMPLOYE MILE REIMBURSEMENT	38.06	FAMILY RESOURCE CENTER
242801	JOHNSON CONTROLS FIRE	EXTINGUISHER INSPECTION	687.71	PERSONNEL SERVICES
242740	JOPE BRINA	claim form conference registra	555.00	CENTER HIGH SCHOOL
242775	JOPE BRINA	travel claim form	41.06	CENTER HIGH SCHOOL
242729	JUDGE TECHNICAL STAFFING	NPA	100,000.00	SPECIAL EDUCATION
242545	Jew Kelly	MILEAGE REIMBURSEMENT FEB 24	47.24	FAMILY RESOURCE CENTER
242550	KASAI ANDREA	REIMBURSEMENT STUD. SUPPLIES	38.49	ARTHUR S. DUDLEY ELEMENTARY
242593	KENNY SHERRIE	MV PARENT MILE REIMBURSEMENT	50.70	FAMILY RESOURCE CENTER
242675	KIMBALL MIDWEST	MAINTENANCE SUPPLIES	4,810.12	MAINTENANCE
242737	KIMBALL MIDWEST	MAINTENANCE SUPPLIES	814.54	MAINTENANCE
242753	KIMBALL MIDWEST	MAINTENANCE SUPPLIES	2,635.75	MAINTENANCE
242513	KLATT BONNIE	travel form claim	43.85	CENTER HIGH SCHOOL
242741	KLATT BONNIE	travel expense form	19.02	CENTER HIGH SCHOOL
242710	LAKESHORE LEARNING MATERIA LLC	TEACHER STEAM SUPPLIES	3,154.62	REX FORTUNE ELEMENTARY
242641	LARMER JENNIFER	REIM FOR STEAMSCIENCE SUPPLIES	147.02	NORTH COUNTRY ELEMENTARY
242568	LAWSON BECKY	CISC CONFERENCE REIMBURSEMENT	565.14	CURRICULUM & INSTRUCTION
242560	LIEUTENANT COPPWOOD III	Tournament claim	250.00	CENTER HIGH SCHOOL
242661	LOBBESTAEL KEVIN	Index cards/dry Ice/M&M sciene	28.01	CENTER HIGH SCHOOL
242520	LUX BUS AMERICA CO	CHS BASEBALL/EL DORADO	1,899.09	PERSONNEL SERVICES
242798	LUX BUS AMERICA CO	CHS BASEBALL/VOLLEYBALL	2,957.36	PERSONNEL SERVICES
242715	MAD SCIENCE OF SACRAMENTO	Mad Science assembly	717.00	OAK HILL ELEMENTARY
242515	MAGEDMAN JAMES	travel claim	74.48	CENTER HIGH SCHOOL
242774	MAGEDMAN JAMES	travel claims form	947.13	CENTER HIGH SCHOOL
242579	MARTINEZ EMILY ANNE	MONTHLY MILEAGE NURSE - JAN	22.24	CURRICULUM & INSTRUCTION
242580	MARTINEZ EMILY ANNE	MONTHLY MILEAGE NURSE - FEB	26.93	CURRICULUM & INSTRUCTION
242750	MAXIM HEALTHCARE SERVICES INC	ISPH STAFFING	180,000.00	SPECIAL EDUCATION
242766	MAYORGA CELINA	REIMB FOR CALABA	335.00	SPECIAL EDUCATION
242591	MCCLEAN JEANNE OCHOA	MV PARENT MILE REIMB FEB	224.64	FAMILY RESOURCE CENTER
242509	MCGRAW-HILL EDUCATION	TAX FOR PO#240560	10.71	NORTH COUNTRY ELEMENTARY
242516	MCGRAW-HILL EDUCATION	MCGRAW HILL INVOICE CORRECTION	25.30	CURRICULUM & INSTRUCTION
242723	MCGRAW-HILL EDUCATION	RFE CURRICULUM	29,875.19	CURRICULUM & INSTRUCTION
242624	MGM TRANSPORTATION INC	CHS SWIMMING/AUBURN RECREATION	950.00	PERSONNEL SERVICES
242799	MGM TRANSPORTATION INC	VARIOUS SPORT/FIELD TRIPS	15,000.00	PERSONNEL SERVICES
242572	MIRANDA RYAN	MILE REIMBURSEMENT FEBRUARY	30.26	FAMILY RESOURCE CENTER
242712	MIRANDA RYAN	MILE REIMBURSEMENT FEBRUARY	19.50	FAMILY RESOURCE CENTER
242743	MONOPRICE INC	MICE FOR CHROMEBOOKS	1,260.68	REX FORTUNE ELEMENTARY
242732	N2Y LLC	UNIQUE LICENSE	4,151.40	SPECIAL EDUCATION

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
242496	OFFICE DEPOT/BUS.SERVICES DIV	cardstock,easel pads,tagboard	330.48	OAK HILL ELEMENTARY
242563	OFFICE DEPOT/BUS.SERVICES DIV	TRANSPORTATION OFFICE SUPPLIES	110.78	PERSONNEL SERVICES
242574	OFFICE DEPOT/BUS.SERVICES DIV	2ND GRADE SUPPLIES	164.21	NORTH COUNTRY ELEMENTARY
242583	OFFICE DEPOT/BUS.SERVICES DIV	3RD GRADE SUPPLIES	262.30	NORTH COUNTRY ELEMENTARY
242586	OFFICE DEPOT/BUS.SERVICES DIV	EASEL PADS FOR KINDER/1ST GR	278.61	REX FORTUNE ELEMENTARY
242601	OFFICE DEPOT/BUS.SERVICES DIV	4TH GRADE SUPPLIES	296.72	NORTH COUNTRY ELEMENTARY
242604	OFFICE DEPOT/BUS.SERVICES DIV	4TH GRADE SUPPLIES	310.27	NORTH COUNTRY ELEMENTARY
242610	OFFICE DEPOT/BUS.SERVICES DIV	5TH GRADE SUPPLIES	235.95	NORTH COUNTRY ELEMENTARY
242613	OFFICE DEPOT/BUS.SERVICES DIV	5TH GRADE SUPPLIES	235.95	NORTH COUNTRY ELEMENTARY
242618	OFFICE DEPOT/BUS.SERVICES DIV	6TH GRADE SUPPLIES	309.46	NORTH COUNTRY ELEMENTARY
242619	OFFICE DEPOT/BUS.SERVICES DIV	6TH GRADE SUPPLIES	309.60	NORTH COUNTRY ELEMENTARY
242620	OFFICE DEPOT/BUS.SERVICES DIV	5TH GRADE SUPPLIES	156.40	NORTH COUNTRY ELEMENTARY
242663	OFFICE DEPOT/BUS.SERVICES DIV	VAPA TK-6TH GRADE SUPPLIES	303.63	NORTH COUNTRY ELEMENTARY
242665	OFFICE DEPOT/BUS.SERVICES DIV	6TH GRADE SUPPLIES	386.96	NORTH COUNTRY ELEMENTARY
242666	OFFICE DEPOT/BUS.SERVICES DIV	RSP SUPPLIES TK-6TH GRADE	228.95	NORTH COUNTRY ELEMENTARY
242674	OFFICE DEPOT/BUS.SERVICES DIV	SPED 1ST-6TH GRADE SUPPLIES	246.73	NORTH COUNTRY ELEMENTARY
242694	OFFICE DEPOT/BUS.SERVICES DIV	CLASSROOM SUPPLIES/MATERIALS	2,385.11	REX FORTUNE ELEMENTARY
242744	OFFICE DEPOT/BUS.SERVICES DIV	crayons,markers,pencils,paper	3,303.36	OAK HILL ELEMENTARY
242771	OFFICE DEPOT/BUS.SERVICES DIV	SDC CLASS SUPPLIES	106.20	NORTH COUNTRY ELEMENTARY
242609	ONE WORKPLACE L. FERRARI LLC	FURNITURE FOR OH	26,393.83	MAINTENANCE
242569	ORANGE COUNTY DEPARTMENT	LAWSON MTSS CONFERENCE	499.00	CURRICULUM & INSTRUCTION
242590	OROY CRYSTAL	PARENT MILEAGE REIMBURSEMENT	9.62	FAMILY RESOURCE CENTER
242528	OSEGUERA CYNTHIA	scorebook and line up cards	25.82	CENTER HIGH SCHOOL
242686	PEARSON	SPEECH PROTOCOLS	1,761.78	SPECIAL EDUCATION
242524	PERFORMANCE SYS INTEGRATION	SVC CALL SECURITY SYSTEM - WCR	380.00	MAINTENANCE
242525	PERFORMANCE SYS INTEGRATION	SVC CALL SECURITY SYS - CHS	380.00	MAINTENANCE
242527	PERFORMANCE SYS INTEGRATION	SVC CALL ALARM TESTING - CHS	716.46	MAINTENANCE
242606	PERFORMANCE SYS INTEGRATION	FIRE & BURG MONITORING	325.00	MAINTENANCE
242727	PITNEY BOWES GLOBAL FINANCIAL	LEASE	930.10	BUSINESS SERVICES
242716	PKS INC	WCR DISHWASHER REPLACEMENT	13,197.97	NUTRITION SERVICES
242562	PLACER REPERTORY THEATER	STORYTELLERS THEATER PERFORMAN	1,000.00	REX FORTUNE ELEMENTARY
242713	PLATT ELECTRIC SUPPLY	WAREHOUSE LIGHTING	2,071.60	NUTRITION SERVICES
242788	PLUMMER RENEE'	BUS DRIVER TRAINING	3,250.00	PERSONNEL SERVICES
242521	POINT QUEST PEDS THERAPIES LLC	NPA	89,600.00	SPECIAL EDUCATION
242475	PRACTI-CAL INC	OPEN PO	25,000.00	SPECIAL EDUCATION
242764	PURDY MICHAEL	M.PURDY MARCH 2024 MILEAGE	66.73	COMPUTER SERVICES
242726	RALLY FACTORY	tSHIRTS	207.88	SUPERINTENDENT OFFICE
242709	RIGHT AT SCHOOL LLC	CEJOI-0224	8,886.36	FAMILY RESOURCE CENTER
242507	RITTENHOUSE PENELOPE	REIM SPRING PRODUCTION TK-6TH	93.00	NORTH COUNTRY ELEMENTARY
242683	ROSSI BJORN	PARENT MILEAGE	2,600.00	SPECIAL EDUCATION
242636	SACRAMENTO COUNTY OFFICE OF ED	DATA PROCESSING 3RD QTR 23/24	15,000.00	BUSINESS SERVICES
242506	SACRAMENTO TAIKO DAN	PERFORMANCE/ASSEMBLY TK-6TH	950.00	NORTH COUNTRY ELEMENTARY
242614	SCHOOL DATEBOOKS	STUDENT AGENDAS	974.25	ARTHUR S. DUDLEY ELEMENTARY
242505	SCHOOL OUTFITTERS	OFFICE BULLETIN BOARDS	1,425.08	REX FORTUNE ELEMENTARY
242468	SCHOOL SERVICES OF CALIFORNIA,	SCHOOLSERV.WORKSHOP-5 ATTEND	975.00	BUSINESS SERVICES
242576	SCHOOL SPECIALTY LLC	HANSON/LARMER	78.47	NORTH COUNTRY ELEMENTARY
242767	SCHOOL SPECIALTY LLC	STUDENT CALCULATORS	149.47	WILSON RILES MIDDLE SCHOOL
242504	SHEPARD DAWN	REIM TRAVEL EXPENSES LAS VEGAS	912.60	NORTH COUNTRY ELEMENTARY
242500	SIERRA BUILDING SYS INC	SVC FIRE ALARM MODULES - WCR	1,640.00	MAINTENANCE
242501	SIERRA BUILDING SYS INC	SVC MODULE & FACP TRBL/DUDLEY	787.50	MAINTENANCE
242502	SIERRA BUILDING SYS INC	SVC DUCT DETECTOR - DUDLEY	262.50	MAINTENANCE

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
242529	SIERRA BUILDING SYS INC	SVC CALL FACP - REX FORTUNE	525.00	MAINTENANCE
242531	SIERRA BUILDING SYS INC	SVC CALL NAC TRBL - DO ANNEX	875.00	MAINTENANCE
242559	SIERRA BUILDING SYS INC	SVC CALLS FIRE ALARM - WCR	1,606.98	MAINTENANCE
242566	SIERRA BUILDING SYS INC	SVCS FIRE ALARM SYS - CHS	8,750.00	MAINTENANCE
242762	SIERRA BUILDING SYS INC	SVC CALL FACP - DUDLEY	437.50	MAINTENANCE
242763	SIERRA BUILDING SYS INC	SVC CALLS VALVE TAMPER ANNEX	1,837.65	MAINTENANCE
242780	SIERRA BUILDING SYS INC	SVC REPAIRS - FIRE ALARM CHS	2,933.00	MAINTENANCE
242781	SIERRA BUILDING SYS INC	FIRE ALARM SVC CALL - DUDLEY	350.00	MAINTENANCE
242494	SIERRA NEVADA JOURNEYS	6th grade science camp	16,380.00	OAK HILL ELEMENTARY
242540	SIPPOLA JOHANNA	REIM FOR COOKING CLUB SUPPLIES	52.16	NORTH COUNTRY ELEMENTARY
242508	SPHERO INC.	EDUCATIONAL ROBOTS/STEAM	3,287.38	NORTH COUNTRY ELEMENTARY
242607	SPINELLI ELEMENTARY	MV STUDENT FIELD TRIP FEES	93.72	FAMILY RESOURCE CENTER
242484	STAPLES BUSINESS ADVANTAGE	STUDENT SUPPLIES	109.23	ARTHUR S. DUDLEY ELEMENTARY
242616	STAPLES BUSINESS ADVANTAGE	STUDENT SUPPLIES	152.75	ARTHUR S. DUDLEY ELEMENTARY
242617	STAPLES BUSINESS ADVANTAGE	STUDENT SUPPLIES	172.86	ARTHUR S. DUDLEY ELEMENTARY
242639	STAPLES BUSINESS ADVANTAGE	STUDENT SUPPLIES	155.98	ARTHUR S. DUDLEY ELEMENTARY
242640	STAPLES BUSINESS ADVANTAGE	STUDENT SUPPLIES	163.14	ARTHUR S. DUDLEY ELEMENTARY
242768	STAPLES BUSINESS ADVANTAGE	STUDENT SUPPLIES	163.76	ARTHUR S. DUDLEY ELEMENTARY
242769	STAPLES BUSINESS ADVANTAGE	STUDENT SUPPLIES	109.91	ARTHUR S. DUDLEY ELEMENTARY
242770	STAPLES BUSINESS ADVANTAGE	STEAM SUPPLIES	91.18	ARTHUR S. DUDLEY ELEMENTARY
242523	STERICYCLE INC	8006435436 shred it Feb	43.71	CENTER HIGH SCHOOL
242480	SUMMERS KATHY	PBIS student rewards	167.84	CENTER HIGH SCHOOL
242673	SUMMERS KATHY	PBIS items	197.77	CENTER HIGH SCHOOL
242739	SUMMERS KATHY	claim form PBIS store drinks/F	338.00	CENTER HIGH SCHOOL
242481	SUMMERS TOM	claim form PBIS rewards	296.07	CENTER HIGH SCHOOL
242517	SUMNER SHERYL	HOME & HOSPITAL MILEAGE	73.64	CURRICULUM & INSTRUCTION
242772	SUMNER SHERYL	HOME & HOSPITAL MILEAGE	80.40	CURRICULUM & INSTRUCTION
242731	SUPER DUPER INC.	SPEECH SUPPLIES	2,084.96	SPECIAL EDUCATION
242542	SYSO CORPORATION	FROZEN SLICED STRAWBERRIES	840.00	NUTRITION SERVICES
242759	TAYLOR VERONICA	BOOK FOUND & RETURNED - REFUND	7.00	SPINELLI ELEMENTARY
242734	TEACHERGEEK INC	STEAM CART	8,887.22	NORTH COUNTRY ELEMENTARY
242558	TK ELEVATOR	PREV. MAINT SVC/WHL CHR LIFTS	393.47	MAINTENANCE
242752	TK ELEVATOR	SVC CALL & RPRS WCL OAK HILL.	1,775.00	MAINTENANCE
242794	TRISTAR AUTO CARE INC	SHOP SUPPLIES	161.45	PERSONNEL SERVICES
242594	TROTTER DUSTY	MV PARENT MILE REIMBURSEMENT	141.44	FAMILY RESOURCE CENTER
242570	U.S. BANK NATIONAL ASSOCIATION	PROMISE & POTENTIAL PROF DEVEL	99.00	CURRICULUM & INSTRUCTION
242577	U.S. BANK NATIONAL ASSOCIATION	ELOP SUPPLIES	543.70	FAMILY RESOURCE CENTER
242588	U.S. BANK NATIONAL ASSOCIATION	Parking for CASH Conference	82.00	MAINTENANCE
242623	U.S. BANK NATIONAL ASSOCIATION	NOCO JAMF LICENSES	175.00	COMPUTER SERVICES
242629	U.S. BANK NATIONAL ASSOCIATION	MV GAS CARDS	625.00	FAMILY RESOURCE CENTER
242634	U.S. BANK NATIONAL ASSOCIATION	MV STUDENT FEES	180.00	FAMILY RESOURCE CENTER
242637	U.S. BANK NATIONAL ASSOCIATION	ELOP CONFERENCE	255.95	FAMILY RESOURCE CENTER
242649	U.S. BANK NATIONAL ASSOCIATION	TRAVEL EXPENSES AT CONFERENCE	380.98	SUPERINTENDENT OFFICE
242650	U.S. BANK NATIONAL ASSOCIATION	FOOD FOR MEETING	19.28	SUPERINTENDENT OFFICE
242651	U.S. BANK NATIONAL ASSOCIATION	FOOD FOR MEETING	96.50	CURRICULUM & INSTRUCTION
242670	U.S. BANK NATIONAL ASSOCIATION	ELOP SUPPLIES	1,699.07	FAMILY RESOURCE CENTER
242677	U.S. BANK NATIONAL ASSOCIATION	SUPPLIES	5.90	SUPERINTENDENT OFFICE
242689	U.S. BANK NATIONAL ASSOCIATION	SHELF STABLE MILK	181.74	NUTRITION SERVICES
242699	U.S. BANK NATIONAL ASSOCIATION	THERALYTICS DEC	210.00	CURRICULUM & INSTRUCTION
242700	U.S. BANK NATIONAL ASSOCIATION	SPEECH WEBINAR	306.78	SPECIAL EDUCATION
242701	U.S. BANK NATIONAL ASSOCIATION	FLIGHT	3,871.20	CURRICULUM & INSTRUCTION

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
242702	U.S. BANK NATIONAL ASSOCIATION	REFRIDGERATOR FOR ELOP SNACKS	1,435.34	FAMILY RESOURCE CENTER
242757	U.S. BANK NATIONAL ASSOCIATION	ELOP SUPPLIES	1,105.86	FAMILY RESOURCE CENTER
242765	U.S. BANK NATIONAL ASSOCIATION	WCR JAMF LICENSES X3	52.50	COMPUTER SERVICES
242681	VAN NESS-CORONADO LISA	DESK SET	1,386.73	BUSINESS SERVICES
242589	VANKHAM YUPIN	MV PARENT MILE REIM FEB	197.60	FAMILY RESOURCE CENTER
242595	WELCOME MARKITHA	MV MILEAGE REIMBURSEMENT	32.76	FAMILY RESOURCE CENTER
242758	WESTERN PSYCHOLOGICAL SERVICES	PSYCH PROTOCOLS	1,252.00	SPECIAL EDUCATION
242514	WOODS HEATHER	travel claim	69.25	CENTER HIGH SCHOOL
242742	WOODS HEATHER	travel claim form	83.04	CENTER HIGH SCHOOL
242638	WORTHINGTON DIRECT	LIBRARY FURNITURE	12,031.94	ARTHUR S. DUDLEY ELEMENTARY
242785	WORTHINGTON DIRECT	adjustable desk legs	376.09	OAK HILL ELEMENTARY
TOTAL FUND			939,023.05	

12 CHILD DEVELOPMEN FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
242791	CATALYST FAMILY INC	INVOICE1906-CJUSD-02	31,780.00	BUSINESS SERVICES
		TOTAL FUND	31,780.00	

13 CAFETERIA FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
242748	SORELLE DIANA	MEAL ACCOUNT REFUND	15.00	NUTRITION SERVICES
242596	U.S. BANK NATIONAL ASSOCIATION	ALLERGEN FRIENDLY FOODS	58.29	NUTRITION SERVICES
242615	U.S. BANK NATIONAL ASSOCIATION	MOP FOR DRY STORAGE	34.38	NUTRITION SERVICES
242724	U.S. BANK NATIONAL ASSOCIATION	BUFFALO WING SAUCE	49.99	NUTRITION SERVICES
TOTAL FUND			157.66	

21 BUILDING FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
242783	B & H PHOTO-VIDEO	DOCKS/MONITORS-CHS MOD	2,512.75	MAINTENANCE
242492	CLARK & SULLIVAN CONSTRUCTION	Reim for Permit Bond-RFE	8,325.00	MAINTENANCE
242754	DEPARTMENT OF GENERAL SERVICES	FINAL DSA FEES-HVAC NC	276.52	MAINTENANCE
242755	DEPARTMENT OF GENERAL SERVICES	FINAL DSA FEES-HVAC CHS	3,797.36	MAINTENANCE
242756	DEPARTMENT OF GENERAL SERVICES	FINAL DSA FEES-CTE CHS	8,047.50	MAINTENANCE
242473	JB BOSTICK COMPANY INC	CHS PARKING LOT WORK	40,373.00	MAINTENANCE
242474	JB BOSTICK COMPANY INC	CHS PARKING LOT WORK	76,497.00	MAINTENANCE
242491	MOBILE MODULAR PORTABLE STORAG	Storage Unit-OH Mod	793.39	MAINTENANCE
242784	ONE WORKPLACE L. FERRARI LLC	FURNITURE FOR CTE TECH	10,062.68	MAINTENANCE
242498	RESTORATION MANAGEMENT COMPANY	Mold Remediation-OH Shasta Cir	5,886.69	MAINTENANCE
242532	RESTORATION MANAGEMENT COMPANY	WATER MEDIATION-OH SHASTA CIR	5,205.80	MAINTENANCE
242653	VANDEN BOS ELECTRIC INC.	Pelican for ext lights	4,500.00	MAINTENANCE
		TOTAL FUND	166,277.69	
		TOTAL DISTRICT	1,137,238.40	

FUND		AMOUNT
01	GENERAL FUND	939,023.05
12	CHILD DEVELOPMEN FUND	31,780.00
13	CAFETERIA FUND	157.66
21	BUILDING FUND	166,277.69
	TOTAL DISTRICT	1,137,238.40

Agenda Item: XIV-A



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: BP 4117.2/4217.2/4317.2 - Resignations

☒ **Action Item**

☐ **Information Item**

Attached Pages 6

BACKGROUND:

This is an update to Board Policy 4117.2/4217.2/4317.2 - Resignations. Because this is a small policy, only one reading should be necessary.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve BP 4117.2/4217.2/4317.2 - Resignations as presented.

Agenda Item: XIV-A

Policy 4117.2: Resignation

Status: DRAFT

Original Adopted Date: 09/17/1986 | Last Reviewed Date: 09/17/1986

The Governing Board authorizes the Superintendent or designee to accept an employee's written resignation and to set its effective date. Once the Superintendent or designee has accepted and set an effective date for this resignation, the resignation may not thereafter be withdrawn by the employee.

If a certificated employee leaves the employ of the district during the school year without obtaining acceptance of his/her resignation, or leaves before the effective date of the resignation, the Superintendent or designee is directed to report this fact, with supporting evidence, to the Commission for Teacher Preparation and Licensing. The Commission may suspend the credentials of teachers who leave the district in this manner.

Policy 4117.2: Resignation

Status: ADOPTED

Original Adopted Date: 09/17/1986 | **Last Reviewed Date:** 09/17/1986

Resignations shall be submitted in writing and directed to the Governing Board in care of the Superintendent. The employee shall specify the effective date of resignation which shall not be later than the close of the school year during which the resignation has been received by the Board. This date shall be approved unless the Governing Board determines that a different effective date will be in the interest of the district, or the Board rejects the resignation.

The resignation does not become effective until it has been formally approved by the Governing Board and may be withdrawn by the employee at any time prior to Governing Board action.

Policy 4217.2: Resignation

Status: DRAFT

Original Adopted Date: 09/17/1986 | Last Reviewed Date: 09/17/1986

The Governing Board authorizes the Superintendent or designee to accept an employee's written resignation and to set its effective date. Once the Superintendent or designee has accepted and set an effective date for this resignation, the resignation may not thereafter be withdrawn by the employee.

Policy 4217.2: Resignation

Status: ADOPTED

Original Adopted Date: 09/17/1986 | **Last Reviewed Date:** 09/17/1986

Resignations shall be submitted in writing and directed to the Governing Board in care of the Superintendent. The employee shall specify the effective date of resignation which shall not be later than the close of the school year during which the resignation has been received by the Board. This date shall be approved unless the Governing Board determines that a different effective date will be in the interest of the district, or the Board rejects the resignation.

The resignation does not become effective until it has been formally approved by the Governing Board and may be withdrawn by the employee at any time prior to Governing Board action.

Policy 4317.2: Resignation

Status: DRAFT

Original Adopted Date: 09/17/1986 | Last Reviewed Date: 09/17/1986

The Governing Board authorizes the Superintendent or designee to accept an employee's written resignation and to set its effective date. Once the Superintendent or designee has accepted and set an effective date for this resignation, the resignation may not thereafter be withdrawn by the employee.

Policy 4317.2: Resignation

Status: ADOPTED

Original Adopted Date: 09/17/1986 | **Last Reviewed Date:** 09/17/1986

Resignations shall be submitted in writing and directed to the Governing Board in care of the Superintendent. The employee shall specify the effective date of resignation which shall not be later than the close of the school year during which the resignation has been received by the Board. This date shall be approved unless the Governing Board determines that a different effective date will be in the interest of the district, or the Board rejects the resignation.

The resignation does not become effective until it has been formally approved by the Governing Board and may be withdrawn by the employee at any time prior to Governing Board action.

**NOTICE OF HEARING REGARDING PROPOSED ADOPTION OF A DEVELOPER FEE
STUDY AND THE INCREASE OF THE STATUTORY SCHOOL FEE**

NOTICE IS HEREBY GIVEN that the Governing Board of the Center Joint Unified School District will hold a hearing and consider input from the public on the proposed adoption of a Developer Fee Justification Study for the District and an increase in the statutory school facility fee ("Level I Fee") on new residential and commercial/industrial developments as approved by the State Allocation Board on January 24, 2024. The adoption of the Study and the increase of the Level I Fee are necessary to fund the construction of needed school facilities to accommodate students due to development.

Members of the public are invited to comment in writing, on or before April 17, 2024, or appear in person at the hearing at 6:00 p.m. on April 17, 2024, at the following location:

Center Joint Unified School District, Board Room – District Office Annex, 3243
Center Court Lane, Antelope, CA

Materials regarding the Study and the Level I Fee are on file and are available for public review at the District Office located at 8408 Watt Avenue, Antelope, CA.

Dated: 4/1/2024

Agenda Item: XIV-B



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
Howard Ballin
Steven Bruno
Delrae M. Pope
Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: April 17, 2024

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

INITIALS:
SL

SUBJECT: Resolution #22/2023-24: Adoption of a Fee Justification Study and the Increase in School Facilities Fees and Adoption of CEQA Notice of Exemption

☒ **Action Item** ☐ **Information Item** **Attached Pages** 5

BACKGROUND:

Education Code Section 17620 allows school districts to assess fees on new residential and commercial construction within their respective boundaries. These fees can be collected without special city or county approval, to fund the construction of new school facilities necessitated by the impact of residential and commercial development activity. In addition, these fees can also be used to fund the reconstruction of school facilities to accommodate students generated from new development projects. Fees are collected immediately prior to the time of the issuance of a building permit by the City or the County.

The 2024 Developer Fee Justification Study for the Center Joint Unified School District was prepared by School Works Inc in March 2024. This is used to justify the appropriate rates in which we are allowed to assess Developer Fees. This item follows the Public Hearing.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approved Resolution #22/2023-24: Adoption of a Fee Justification Study and the Increase in School Facilities Fees and Adoption of CEQA Notice of Exemption

Agenda Item: XIV-B

BEFORE THE GOVERNING BOARD OF THE
CENTER JOINT UNIFIED SCHOOL DISTRICT
SACRAMENTO COUNTY, CALIFORNIA

In the Matter of)	
)	Resolution No. 22/2023-24
THE ADOPTION OF A FEE)	
JUSTIFICATION STUDY AND THE)	
INCREASE IN SCHOOL FACILITIES)	
FEES AND ADOPTION OF CEQA)	
<u>NOTICE OF EXEMPTION</u>)	

WHEREAS, Education Code section 17620 authorizes school districts to levy a fee, charge or dedication against any new construction within its boundaries for the purpose of funding the construction or reconstruction of school facilities; and

WHEREAS, the governing board (“Board”) of the Center Joint Unified School District (“District”) has caused a study to be prepared by SchoolWorks entitled 2024 Developer Fee Justification Study (incorporated herein by reference and hereinafter referred to as the “Study”), which identifies the purpose and use for the fee and sets forth a reasonable relationship between the fee to be imposed, the type of development project on which the fee is to be imposed, and the increased school facilities made necessary by virtue of the burden imposed by the development; and

WHEREAS, pursuant to the authority of Government Code section 65995, subdivision (b)(3), the fees authorized by Education Code section 17620 have presently been established by the State Allocation Board (“SAB”) in the amount of \$5.17 per square foot for residential development and \$0.84 per square foot for commercial/industrial development; and

WHEREAS, Education Code section 17621 specifically exempts the adoption, increase, or imposition of any fee, charge, dedication or other requirement pursuant to Education Code section 17620 from the provisions of the California Environmental Quality Act (“CEQA”)(Pub. Resources Code Section 21000 et seq.); and

WHEREAS, upon a determination that the imposition of school facilities fees under Education Code section 17620 is exempt from CEQA, the District is entitled to file a Notice of Exemption with the County Clerk pursuant to California Code of Regulations, title 14, section 15062.

NOW, THEREFORE, BE IT RESOLVED, that the Board makes the following findings:

1. Prior to the adoption of this resolution (“Resolution”), the Board of the District conducted a public hearing at which oral and/or written presentations were made as part of the Board’s regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered has been published twice in the newspaper in accordance with Government Code sections 66017 and 66018. Additionally, at least 10 days prior to the meeting, the District made all relevant information available to the public indicating the cost, or estimated cost, of the construction or reconstruction of school facilities made necessary by the residential and/or commercial/industrial development to which the fee shall apply.
2. The purpose of the fees is to provide adequate school facilities for the students of the District who will be generated by residential and commercial/industrial development in the District.

3. The fees are to be used to finance the construction and reconstruction of school facilities.
4. There is a reasonable relationship between the need for the imposition of the fee and the types of development projects upon which the fees shall be imposed for the purpose of the construction or reconstruction of school facilities, in that residential, commercial and industrial development will generate students who will attend District schools. These students cannot be housed by the District without additional school facilities, or the reconstruction of existing school facilities. The fees will be used to fund all, or a portion of, new school facilities, or to reconstruct existing school facilities.
5. There is a reasonable relationship between the amount of the fee and the cost of the additional or reconstructed school facilities attributable to the development upon which the fee shall be imposed, in that the square footage of these developments has a direct relationship to the number of students that will be generated, and thus to the facilities the District must add and/or reconstruct in order to accommodate the additional students.
6. The District maintains a separate capital facilities account, or fund, as required by Government Code section 66006.
7. There are no other adequate sources of funds to meet the District's school facilities needs occasioned by, and resulting from, the construction of new residential and/or commercial/industrial development within the District.

AND BE IT FURTHER RESOLVED that the Board incorporates herein by reference, approves and adopts the Study entitled 2024 Developer Fee Justification Study, prepared by SchoolWorks which documents the need for the school facilities fees.

AND BE IT FURTHER RESOLVED that since the Study justifies fees at or in excess of the allowable limits, the District hereby increases fees on residential development to \$5.17 per square foot, and fees on commercial/industrial developments to \$0.84 per square foot, in accordance with Education Code sections 17620, et seq., and Government Code sections 65995, et seq., except for Rental Self Storage facilities in which a fee of \$0.06 per square foot is justified.

AND BE IT FURTHER RESOLVED that the increase in fees shall take effect sixty (60) days after the date of this Resolution.

AND BE IT FURTHER RESOLVED that the Superintendent of the District, or his or her designee, shall give notice of the Board's action herein to all cities and counties with jurisdiction over the territory of the District in accordance with the requirements of Education Code section 17620 and 17621, requesting that no building permits (or, for manufactured homes and mobile homes, certificates of occupancy) be issued on or after the date which is sixty (60) days after the date of this Resolution, without certification from the District that the fee specified herein have been paid. Said notice shall specify that collection of the fees is not subject to the restriction set forth in Government Code section 66007, subdivision (a) but, pursuant to subdivision (b) of that statute, the fees are to be collected prior to issuance of building permits.

AND BE IT FURTHER RESOLVED that developers of commercial or industrial development be provided the opportunity for a hearing to appeal the imposition of the fee on their developments.

AND BE IT FURTHER RESOLVED that nothing contained or expressed in this Resolution shall be construed to affect the District's authority to increase fees, enter into agreements with developers, or otherwise adopt or impose, to the extent permitted by law, additional fees, to fully mitigate the impact of residential and/or commercial/industrial development upon the District's school facilities.

AND BE IT FURTHER RESOLVED that the District's administration is authorized to make expenditures and to incur obligations of the fees for the purposes authorized by law.

AND BE IT FURTHER RESOLVED that the Board hereby finds that the increase in fees hereunder is statutorily exempt from the requirements of CEQA pursuant to Education Code section 17621.

AND BE IT FURTHER RESOLVED that this Board hereby adopts this Resolution and directs the Superintendent, or his or her designee, to file a certified copy of this Resolution, together with all relevant supporting documentation and a map clearly indicating the boundaries of the area subject to the fee, to each city and each county in which the District is situated, pursuant to Education Code section 17621.

This Resolution is adopted this 17th day of April, 2024 by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

Steve Bruno
Clerk of the Governing Board