

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**

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, August 16, 2023 - 6:00 p.m.

- I. CALL TO ORDER & ROLL CALL - 5:00 p.m.**
- II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**
 1. Student Expulsions/Readmissions (G.C. §54962)
 2. Conference with Labor Negotiator, Chris Borasi, Re: CSEA and CUTA (G.C. §54957.6)
 3. Public Employee Performance Evaluation – **Superintendent** (G.C. §54957)
- III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION**
- IV. CLOSED SESSION - 5:00 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

1. Introduction of Rex Fortune Elementary Staff

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
1. **Williams Uniform Complaint Quarterly Reporting** – Mike Jordan

XII. COMMITTEE/DEPARTMENT UPDATES (8 minutes each) Info

- Personnel
Facilities & Op.
1. **Human Resources Update** – Chris Borasi
 2. **Facilities Update** – Richard Putnam

XIII. 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.

XIV. 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
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↓
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↓
1. Approve Adoption of Minutes from April 28, 2023 Special Meeting
 2. Approve Adoption of Minutes from June 7, 2023 Special Meeting
 3. Approve Adoption of Minutes from June 10, 2023 Board Workshop
 4. Approve Adoption of Minutes from June 14, 2023 Regular Meeting
 5. Ratify Professional Services Agreement with Sounding Board Marketing & Communications for 2023-2024
 6. Ratify Renewal of Agreement for Police Services between Twin Rivers Unified School District and Center Joint Unified School District July 1, 2023 through June 30, 2026
- Personnel
↓
↓
↓
↓
7. Approve Classified Personnel Transactions
 8. Approve Certificated Personnel Transactions
 9. Approve Hard to Fill Positions 2023-2024
 10. Approve Job Description: Teacher on Special Assignment (TOSA) – Technology
 11. Approve Professional Services Agreement - ATX Learning Group, Alicia Humphrey and Chantel Hammond
- Student Services
12. Approve CJUSD Employees Certified for Expulsion Hearings, 2023/2024 School Year

↓	13.	Approve Professional Services Agreement: Lisa Coates, Love and Logic Parenting Course
↓	14.	Approve Appointment of School Representatives to CIF 2023-24
Spec Ed	15.	Ratify Memorandum of Understanding with San Juan Unified School District for Special Education Services at the Ralph Richardson School.
↓	16.	Approve Memorandum of Understanding with the San Juan Unified School District to Provide a Deaf and Hard of Hearing (DHH) Program for Two CJUSD Students
Curr & Instr	17.	Approve Instructional Services Agreement with Sierra College for Dual Enrollment Courses 2023/2024
↓	18.	Ratify Memorandum of Understanding with Sacramento County Office of Education for Sacramento Consortium Teacher Induction Program
↓	19.	Ratify Overnight Stay at Future Business Leaders of America National Leadership Conference in Atlanta Georgia
↓	20.	Ratify AVID Contract Renewal
↓	21.	Approve Professional Services Agreement: Explorit Science Center's Family Science Night on September 14, 2023
↓	22.	Approve Algebra Waiver
↓	23.	Approve Field Trip to Fresno State – Center High AVID
Facilities & Oper.	24.	Ratify Agreement with Riverside Technologies, Inc to Install Alarms at Spinelli, Riles MS and Center High
↓	25.	Approve Amendment #2 to the Agreement between Nacht & Lewis for the Center High School Modernization Project - DSA #02-117487
Business	26.	Approve 2023-2024 Consolidated Application
↓	27.	Approve Catalyst Family Inc Agreement 23-24
↓	28.	Approve Ryland School Business Services Contract 2023-24
↓	29.	Approve Payroll Orders: July 2022 – June 2023
↓	30.	Approve Payroll Orders: July 2023
↓	31.	Approve Supplemental Agenda (Vendor Warrants): June 2023
↓	32.	Approve Supplemental Agenda (Vendor Warrants): July 2023

XV. BUSINESS ITEMS

Governance	A.	<u>Candidate Statement Fees – BB 9220, Governing Board Elections</u>	Discussion
		Trustee Bruno requested that this Board Bylaw be discussed regarding Candidate Statement Fees.	
↓	B.	<u>Board Governance Handbook</u>	Action
		On June 10, 2023, the Board met, reviewed and drafted the Board Governance Handbook. The final product is being presented for approval.	
↓	C.	<u>Nominations for CSBA Directors-at-Large African American, American Indian, and County</u>	Action
		Nominations for CSBA Director-at-Large, African American, American Indian, and County, are currently being accepted until Friday, September 29, 2023. Nominations must be made by a CSBA member board and the nominee must be a board member from a CSBA member board.	

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

Curr & Instr	D.	<u>Certification of Provision of Standards-Aligned Instructional Materials</u>	Action
		This item would certify that as of this date, each pupil in the district in kindergarten through grade twelve, has been provided with a standards-aligned textbook or basic instructional materials to meet the requirements of Education Code Section 60422 (a).	

↓

- E. Resolution #1/2023-24: Statement of Assurances Instructional Materials Fund** Action
- This resolution is to certify that the district has sufficient materials in CORE subjects.

- Business **F. 45-Day Budget Update for Fiscal Year 2023-24** Information
- This is an update to the Board's adoption of the 2023-24 Budget as a result of the State's final budget adoption.

- XVI. BOARD / SUPERINTENDENT REPORTS** (10 minutes) Info

- XVII. ADVANCE PLANNING** Info

a. *Future Meeting Dates:*

i. *Regular Meeting: Wednesday, September 20, 2023 @ 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: August 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Michael Jordan
Director of Curriculum and Instruction

Initials:
MDJ

SUBJECT: Williams Complaint Report - Quarter 4
2022-23 School Year

☐ Action Item

☒ Information Item

Attached Pages 2

BACKGROUND:

Mr. Jordan will provide the Williams Complaint Report for the fourth quarter of the 2022-23 school year.

RECOMMENDED BOARD ACTION:

Agenda Item: XI-1

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

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

SUBMITTER INFORMATION

Michael Jordan	Director of 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.	2022-23	Quarter 4 (Apr.–Jun.)
School District	Year Covered by This Report	Quarter Covered by This Report

COMPLAINTS

Sufficiency of Textbooks

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

Emergency School Facilities Issues

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

Vacancy or Misassignment of Teachers

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

RESOLUTION OF COMPLAINTS

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

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

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: XIV-1



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: Adoption of Minutes from April 28, 2023 Special Meeting

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

The minutes from the following meeting are being presented:

April 28, 2023 - Special Meeting

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the presented minutes from the April 28, 2023 Regular Meeting.

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES SPECIAL MEETING

Wilson C. Riles Middle School

4747 PFE Road, Roseville, CA 95747

(starting location of site tours)

Friday, April 28, 2023

MINUTES

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

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

Administrators Present: Scott Loehr, Superintendent

BUSINESS ITEMS

A. School Site Visits

Board Members toured Wilson C. Riles Middle School, McClellan High School and North Country Elementary School.

ADJOURNMENT – 12:00 p.m.

Respectfully submitted,

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

Nancy Anderson
Board of Trustees Clerk

Adoption Date

Agenda Item: XIV-2



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: Adoption of Minutes from June 7, 2023 Special Meeting

☒ **Action Item**

☐ **Information Item**

Attached Pages 2

BACKGROUND:

The minutes from the following meeting are being presented:

June 7, 2023 - Special Meeting

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the presented minutes from the June 7, 2023 Special Meeting.

Agenda Item: XIV-2

CENTER JOINT UNIFIED SCHOOL DISTRICT

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

Wednesday, June 7, 2023

MINUTES

OPEN SESSION - CALL TO ORDER - Trustee Pope called the meeting to order at 6:02 p.m.

ROLL CALL - Trustees Present: Mrs. Anderson, Mr. Ballin (*was not in attendance at the beginning of the meeting*), Mr. Bruno, Mrs. Pope, Mrs. Sammons

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

FLAG SALUTE –

The Flag Salute was led by President Pope.

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

Motion: Sammons
Second: Anderson

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

COMMENTS FROM THE AUDIENCE REGARDING ITEMS ON THE AGENDA - none

BUSINESS ITEMS

Trustee Ballin joined the meeting at 6:04 p.m.

PUBLIC HEARING: Local Control Accountability Plan (LCAP) – The purpose of this portion of the meeting was to set aside time to provide information to the public and to receive public comment and input on the district's LCAP and the district's budget for the upcoming year. The hearing was opened at 6:03 p.m. Mrs. Coronado briefly noted that the LCAP is a 3-year plan and this is year 3 of the plan. She shared highlights of the plan with the Board. There were no public comments. There was Board discussion. The Public Hearing was closed at 6:10 p.m.

PUBLIC HEARING: 2023/24 Preliminary Budget – The hearing was opened at 6:10 p.m. Lisa Coronado shared a PowerPoint with info (which was included in the back of the budget packet). There were no public comments. There was Board discussion. The Public Hearing was closed at 6:33 p.m.

ADVANCED PLANNING

- a. *Future Meeting Dates:*
 - i. *Special Meeting: Saturday, June 10, 2023 @ 9:00 a.m. - Center Joint Unified School District - Room 5, 8408 Watt Avenue, Antelope, CA 95843*
 - ii. *Regular Meeting: Wednesday, June 14, 2023 @ 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:*

ADJOURNMENT – 6:33 p.m.

Motion: Pope
Second: Anderson

Vote: General Consent

Respectfully submitted,

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

Nancy Anderson
Board of Trustees Clerk

Adoption Date

Agenda Item: XIV-3



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: Adoption of Minutes from June 10, 2023 Board Workshop

☒ **Action Item**

☐ **Information Item**

Attached Pages 2

BACKGROUND:

The minutes from the following meeting are being presented:

June 10, 2023 Board Workshop

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the presented minutes from the June 10, 2023 Board Workshop.

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES WORKSHOP Center Joint Unified School District – Room 5 8408 Watt Avenue, Antelope, CA 95843

Wednesday, June 10, 2023

MINUTES

OPEN SESSION - CALL TO ORDER - Trustee Pope called the meeting to order at 9:09 a.m.

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

Administrators Present: Scott Loehr, Superintendent

FLAG SALUTE –

The Flag Salute was led by President Pope.

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

Motion: Bruno

Vote: General Consent

Second: Sammons

COMMENTS FROM THE AUDIENCE REGARDING ITEMS ON THE AGENDA - none

BOARD WORKSHOP

A. Brown Act Update

Mike Ambrose, from AALRR, shared a presentation on the Open Public Meeting Requirements Under the Brown Act and California Education Code. He covered the Intent of the Brown Act, What is a Meeting, Legislative Bodies and Members, Public Meetings Procedures and Public Participation, Teleconferencing, Closed Session, and Enforcement.

The Board took a break 10:20 a.m. – 10:37 a.m.

B. Governance Handbook

The Board reviewed and updated the CJUSD Governance Handbook.

There was a break 11:55 a.m. – 12:10 p.m.

The Board continued to review and update the CJUSD Governance Handbook. This will come forward for a final Board approval at a future Board meeting.

ADVANCED PLANNING

a. *Future Meeting Dates:*

- i. *Regular Meeting: Wednesday, June 14, 2023 @ 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:*

ADJOURNMENT – 1:28 p.m.

Motion: Anderson
Second: Bruno

Vote: General Consent

Respectfully submitted,

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

Nancy Anderson
Board of Trustees Clerk

Adoption Date

Agenda Item: XIV-4



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023
TO: Center Joint Unified School District Board of Trustees
FROM: Scott A. Loehr
Superintendent
INITIALS: SL
SUBJECT: Adoption of Minutes from June 14, 2023 Regular Meeting

☒ **Action Item**

☐ **Information Item**

Attached Pages 6

BACKGROUND:

The minutes from the following meeting are being presented:

June 14, 2023 - Regular Meeting

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the presented minutes from the June 14, 2023 Regular Meeting.

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, June 14, 2023

MINUTES

OPEN SESSION - CALL TO ORDER - Trustee Pope called the meeting to order at 6:00 p.m.

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

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

FLAG SALUTE –

The Flag Salute was led by Trustee Pope.

ADOPTION OF AGENDA –

There was a motion to approve the adoption of the agenda as presented.

Motion: Bruno

Vote: General Consent

Second: Sammons

ORGANIZATION REPORTS

1. CUTA – Venessa Mason, President, was not available to report.
2. CSEA – Niesha Harris-Knott, President, was not available to report.

REPORTS/PRESENTATIONS

1. **Local Performance Indicator Presentation** – Mike Jordan, Director of Curriculum, Instruction & Special Education, shared a PowerPoint covering Local Indicators, Local Indicator Categories, Takeaways, and School Climate Survey LCFF Priority 6.

COMMITTEE UPDATES

1. **Facilities Update** – Richard Putnam, Director of Facilities, reported on the following:

Progress at Rex Fortune:

- 2nd layer of asphalt has been laid down for the hard court, and are continuing to lay asphalt for the parking lot and fire road

CTE Project:

-progress is moving along; there are some logistical delays coming from the supply chain; we are waiting for components to come in so we can move forward with other items

-work is continuing

COMMITTEE UPDATES (continued)

Maintenance and Grounds Crew:

-are doing summer projects.

HVAC projects:

-Center High 500 wing and North Country Elementary are moving along at a good pace.

-will start installing some duct work this next week and then the following week installing some of the units.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA –

Public Comments In-Person: None

Public Comments Online: None

CONSENT AGENDA

1. Approved Adoption of Minutes from May 17, 2023 Regular Meeting
2. Approved Resolution #25/2022-23: Delegation of Contracting Powers to the Superintendent
3. Approved 2023-2024 Board Meeting Schedule
4. Approved 2023-2024 Agreement for Special Services – Legal Services Fees with Atkinson, Andelson, Loya, Ruud & Romo, Attorneys at Law
5. Approved Classified Personnel Transactions
6. Approved Certificated Personnel Transactions
7. Approved Tentative Agreement between the District and CSEA Regarding 22/23 Reopeners
8. Approved New Classified Position: Licensed Vocational Nurse (LVN) Including Job Description, Pay Range Y for 8 Hours Per Day for 193 Days Per Year
9. Approved Employer Participation Agreement for the National Center for Healthcare Apprenticeships
10. Approved ATX Learning Professional Services Agreement – Mendy Golightly
11. Approved ATX Learning Professional Services Agreement – Elizabeth Vogeli
12. Approved ELOP Services Agreement between Center Joint Unified School District and Sunrise Recreation and Park District - Oak Hill
13. Approved ELOP Services Agreement between Center Joint Unified School District and Catalyst Kids – North Country, Spinelli, Dudley
14. Approved ELOP Services Agreement between Center Joint Unified School District and Right at School - Fortune
15. Approved ELOP Services Agreement between Center Joint Unified School District and North Highlands Recreation and Park District – adjacent to Dudley
16. Approved Memorandum of Understanding with Sacramento County Office of Education for
17. Approved Memorandum Understanding between Center Joint Unified School District and UCSF for Research Engagement with Multitudes Literacy Screening and Early Intervention Pilot Program - Spinelli
18. Approved 2023-2024 Service Agreement with 4R Hearing Center
19. Approved Memorandum of Understanding with Sacramento State University for School Nurse Residency Program
20. Approved Memorandum of Understanding with Sacramento Food Bank & Family Services Diaper Distribution Program
21. Approved Surplus Books – Dudley & Oak Hill
22. Approved Surplus Books – Center High
23. Approved Surplus Books – Riles
24. Approved Surplus Books – Dudley
25. Approved eRate Consultant Services from Mattison Enterprises
26. Approved Amendment #3 – AC Martin Agreement with Center Joint Unified School District for the Adventure Club at Rex Fortune Elementary

CONSENT AGENDA (continued)

- 27. Approved Agreement with Riverside Technologies, Inc. – District Office
- 28. Approved Agreement between One Workplace and Center Joint Unified School District – Center High
- 29. Approved Agreement with BRCO Constructors, Inc. for Lease-Leaseback Services Related to the North Country Elementary School Modernization Project #23-01
- 30. Approved Resolution #24/2022-23: Education Protection Account
- 31. Approved 2023-24 Frontline Agreement
- 32. Approved 2022-23 Consolidated Application
- 33. Approved Employee Assistance Program Contract with CuraLinc Healthcare
- 34. Approved Resolution #23/2022-23: District Signatories
- 35. Approved Payroll Orders: July 2022 – May 2023
- 36. Approved Supplemental Agenda (Vendor Warrants): May 2023

Motion: Anderson
Second: Sammons

Vote: General Consent

BUSINESS ITEMS

A. APPROVED - Second Reading: BP 6146.1 – High School Graduation Requirements

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

Motion: Bruno
Second: Sammons

There were no public comments. There was no Board discussion. There was a motion to approve this item.

Motion: Bruno
Second: Sammons

Vote: General Consent

B. APPROVED - Second Reading: Policies, Regulations and Exhibits

Board Policy 0420.4 - Charter School Authorization
Administrative Regulation 0420.4 - Charter School Authorization
Board Policy 3350 – Travel Expenses
Board Policy 3555 - Nutrition Program Compliance
Exhibit(1) 3555 - Nutrition Program Compliance
Board Policy 4030 - Nondiscrimination in Employment
Board Policy 4218 - Dismissal/Suspension/Disciplinary Action
Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action
Administrative Regulation 5113 - Absences and Excuses
Administrative Regulation 5131.41 - Use of Seclusion and Restraint
Administrative Regulation 5144 - Discipline
Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process
Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)
Administrative Regulation 6115 - Ceremonies and Observances
Board Policy 6173 - Education for Homeless Children
Administrative Regulation 6173 - Education for Homeless Children
Board Policy 6173.1 - Education for Foster Youth
Administrative Regulation 6173.1 - Education for Foster Youth
Board Policy 6177 - Summer Learning Programs
Administrative Regulation 6184 - Continuation Education
Board Bylaw 9270 - Conflict of Interest
Board Bylaw 9320 - Meetings and Notices

BUSINESS ITEMS (continued)

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

Motion: Ballin
Second: Bruno

There were no public comments. There was no Board discussion. There was a motion to approve this item.

Motion: Bruno
Second: Ballin

Vote: General Consent

C. APPROVED - 2023-2024 Local Control and Accountability Plan (LCAP) and Annual Update

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

Motion: Sammons
Second: Ballin

Lisa Coronado noted that there were no changes since it was presented last meeting. There were no public comments. There was Board discussion. There was a motion to approve this item.

Motion: Anderson
Second: Bruno

Vote: General Consent

D. APPROVED - Budget for Fiscal Year 2023-24

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

Motion: Sammons
Second: Anderson

Lisa Coronado noted that there were no changes since it was presented last meeting. There were no public comments. There was Board discussion. There was a motion to approve this item.

Motion: Anderson
Second: Ballin

Vote: General Consent

BOARD/SUPERINTENDENT REPORTS

Mrs. Sammons

- thanked everyone for reports and information, and all of their hard work.
- attended a few of the end of the year celebrations:
 - *Kindergarten and 6th grade promotions at Oak Hill
 - *McClellan HS graduation
 - *helped hand out diplomas at the Center HS graduation
- attended Dudley's PTO community event on Saturday.

BOARD/SUPERINTENDENT REPORTS (continued)

Mrs. Anderson

- all of the graduation ceremonies were wonderful.
- shared special aspects of the McClellan graduation
- Center HS graduation went off without a hitch and was probably the most respectful graduations she's ever seen
- noted that this is one of the most fantastic boards she's been a part of and thins they are going to be doing some very, very good things in the near future.

Mr. Ballin

- May 18th attended McClellan Senior Dinner
- May 24th attended McClellan High Graduation
- May 25th attended Wilson Riles Promotion
- May 25th attended Center High Graduation
- June 10th attended the Board training and development day.
- thanked Superintendent Loehr, District level staff and all the principals and their staff for this last school year.
- ask everyone that watches this Board meeting live or recorded to know that they are welcome to come here in person to attend these meetings.

Mr. Bruno

- attended the McClellan HS graduation. Noted that it is so moving.
- attended the promotion ceremony at Riles MS.
- attended the Center HS graduation.
- had a Board workshop this last weekend. The Board in some cases disagreed respectfully, talked things out and reached conclusions. He noted that he enjoys working with all of them and thanked his fellow board members.

Mr. Loehr

- all of the graduations turned out fantastic. Acknowledged all of the parents and staff that did the hard work to make the events happen.
- the dialog between the board at the governance meeting last week was very productive. Noted that the team we have is fantastic.
- again welcomed our newest board members, noting that we will be able to accomplish a lot.
- land transfer meetings will be coming up in August.
- acknowledged and thanked Mr. Grimes, who was in attendance at his last Board meeting tonight.
- wished everyone a great summer.

Mrs. Pope

- attended all of the graduations.
- noted that as a Board, they have a great team. While they didn't agree on everything, they came to a conclusion and everybody supported the decision. She noted that it's going to be a great year.
- wished Mr. Grimes and his wife Pam lots of luck.
- thanked all of our parent clubs for all of their hard work.

Mrs. Anderson

- thanked Mr. Grimes for all he has done for Center.

ADVANCE PLANNING

- a. *Future Meeting Dates:*
 - i. *Regular Meeting: Wednesday, August 16, 2023 @ 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:*
 - *discussion in regards to district paid election fees*

ADJOURNMENT – 6:34 p.m.

Respectfully submitted,

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

Nancy Anderson
Board of Trustees Clerk

Adoption Date

Agenda Item: XIV-5



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023
TO: Center Joint Unified School District Board of Trustees
FROM: Scott A. Loehr
Superintendent
Initials:
SL
SUBJECT: Professional Services Agreement with Sounding Board Marketing & Communications

☒ **Action Item**

☐ **Information Item**

Attached Pages 10

BACKGROUND:

This agreement is for continuing the work with marketing, communication and public relations consultation and services as outlined in Attachment A: Scope of Work. The Agreement shall not exceed \$62,400 for the services as outlined at \$175.00 per hour.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees ratify the Professional Services Agreement with Sounding Board Marketing & Communications.



RESONATE YOUR MESSAGE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is effective **July 1, 2023**, between **Heather V. McGowan** (a sole proprietor doing business as **Sounding Board Marketing and Communications**), hereinafter called CONSULTANT, and **Center Joint Unified School District** hereinafter called CLIENT.

BASIS OF AGREEMENT

Client has authorized and desires to have Consultant perform the services set forth in this Agreement. Consultant has the required background, experience, and expertise to perform the work to be done and has agreed to do so in accordance with the terms and conditions of this Agreement.

SCOPE OF THE WORK

Consultant agrees to provide marketing, communication and public relations consultation and services to the Client, as outlined in Attachment A: Scope of Work. This Agreement for professional services will commence upon approval of this Agreement signed by a duly authorized agent of the Client. Consultant will commence services upon receipt of this Agreement signed by a duly authorized agent of the Client.

APPROVED COSTS & EXPENSES

Client shall make no payment to Consultant for any extra, further or additional services not specified in this Agreement unless such services and payments have been mutually agreed to in advance. It is understood that Consultant's compensation under this Agreement shall not exceed \$62,400 for the services as outlined in the attached scope of work (Attachment A). Agreement shall be \$175/hour for the services as outlined in the above-listed Scope of Work. It is understood that the Client will bear the cost of duplication, printing, postage, and mailing (U.S. mail, electronic, or otherwise), as well as electronic communications costs related to the client's website and social media, including, but not limited to hosting, advertising and other ongoing maintenance costs related to dissemination of any materials prepared under this Agreement.



PAYMENT OF FEES

Consultant will provide invoices to the client for professional services rendered and approved expenses incurred at cost or rates identified in the Agreement. The contract will be billed monthly based on the deliverables completed by the last day of each month. The client will provide payment within 30 days of receiving each invoice. The Consultant provides a weekly status report of services, which will also serve as a summary of services completed.

Satisfactory completion of projects and services will be determined by Scott Loehr, Superintendent of Center Joint Unified School District.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood and agreed to by the parties hereto that Consultant, while carrying out and complying with the covenants and conditions of this Agreement, is an independent contractor and that no employer-employee relationship exists between the parties to this Agreement. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of the client. The Client is not required to make any deductions or withholdings from the compensation payable to Consultant under provisions of this Agreement. As an independent contractor, Consultant indemnifies and holds the Client harmless from any and all claims that may be based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

It is further understood and agreed to by the parties to this Agreement that Consultant, in the performance of its obligations under this Agreement, is subject to the control and direction of the Client as to the designation of tasks to be performed and the results to be accomplished by the services agreed to under this Agreement, and not the means, methods or sequence used by Consultant for accomplishing the results.

If, in the performance of this Agreement, any third person is employed by Consultant, such person shall be entirely and exclusively under the direction, control and supervision of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. The Client will prepare and furnish to Consultant upon request such information as is reasonably necessary for the performance of the Consultant to this Agreement.



NON-DISCRIMINATION POLICY

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices. Consultant also certifies that it will comply with all applicable provisions of the Americans with Disabilities Act.

NON-ASSIGNABILITY

Consultant agrees not to assign this Agreement or any interests in this Agreement without the Client's prior written approval. Any such attempt to assign or sublet this Agreement without the Client's approval shall be void.

COPYRIGHT AND OWNERSHIP

Consultant expressly and irrevocably assigns to Client all copyright, sole rights of ownership, title and interests in and to any works provided by Consultant to Client under this Agreement. The Client will supply Consultant with a minimum of five copies of all final printed publications for its use as samples of work produced.

INSURANCE

As a sole proprietor, Consultant is not obliged under state and federal law to maintain general liability or workers' compensation insurance. However, the Consultant firm carries professional liability insurance for up to \$1 million per incident, and \$2 million general aggregate. Evidence of insurance can be furnished upon request.

HOLD HARMLESS AND INDEMNIFICATION

Consultant shall hold harmless and indemnify the Client, its officers, agents, Board members and employees from and against any and all actions, claims, losses, damages, suits or other proceeding, including payment of reasonable attorney's fees, which may arise as the result of performing the work under this Agreement, caused in whole or in part by any act or omission of Consultant or anyone directly or indirectly employed by Consultant, regardless of whether caused in part by a party indemnified under this Agreement.

APPLICATION OF CALIFORNIA LAW

This Agreement shall be construed under the laws of the state of California and any lawsuit concerning or arising out of this Agreement shall be venued in the County of Sacramento.



RESONATE YOUR MESSAGE

CANCELLATION

Upon written or verbal cancellation, Client is responsible for payment for all expenses incurred and any work done toward the completion of the project based on the percentage of project completed. Should Client cancel the project and/or service following its completion, Client is responsible for full payment as per the above estimate plus all other expenses incurred.

TERMINATION OF AGREEMENT

Either the Client or Consultant may at any time for any reason terminate this Agreement, and the Client will only be liable to compensate Consultant for services rendered to the date of termination. Written notice by the Client or Consultant shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when actually received in writing by either party, but not later than three days after the postmark of mailing, whichever is sooner.

IN WITNESS WHEREOF, said parties have executed this Agreement on this date,
June 22, 2023.

Consultant

Heather V. McGowan, President
Sounding Board Marketing &
Communications
1215 Muirkirk Court
Folsom, CA 95630
916.673.8868
Date: 06.22.2023

Client

Scott Loehr, Superintendent
Center Joint Unified School District
8408 Watt Ave.
Antelope, CA 95843
916.338.6400
Date: 7/5/23



Attachment A: Scope of Work

Ongoing Communication Services

The following is a description of the ongoing consulting/communication services that will be provided throughout the course of the contract:

- Digital & written communication services: Social media content development, including design of social media images; website content; email messaging
- Public relations services: press releases, media relations, story pitching, crisis communications, issues management, stakeholder communications
- Internal communications: Board, Cabinet, employee communications
- Strategic communication consulting
- Meeting attendance (Board, Cabinet, or other meetings)

Rate: \$175/hour

Digital Communication Capacity Building & Coaching

Building the internal capacity of the staff to maintain and update website and social media content is key to ensuring that digital content is consistently and frequently being updated, so that CJUSD's audiences are seeing refreshed content, timely information, thereby increasing transparency, trust and the district's overall reputation, and incorporating best practices in SEO and social media algorithms for increased visibility of the district's digital presence.

Website Content: This 2.5 hour workshop will provide CJUSD employees with best practices for writing website content and maintaining school and departmental websites. Participants will leave the workshop with ready-to-go content update ideas for the beginning of the school year and a month-by-month content updating guide. Topics that will be covered include:

- The difference between writing for online vs. printed platforms
- Voice and persona
- People's attention spans and how that impacts web content
- The role of an updated schools' website as the school's "digital storefront" when parents are making choices about schools



RESONATE YOUR MESSAGE

- The role of updated websites in effective communications and strong school/departmental leadership
- What's SEO? And why it's important
- Why your Principal's Message should be your Principal's Blog, and how easy it will be to keep this updated

Workshop also includes:

- Tabletop exercises and peer critiquing
- Digital toolkit with additional resources

Website Content Training (can occur virtually or in person): \$700 flat rate

Social Media Training: This 2.5 hours workshop will provide CJUSD site staff and district staff the tools it needs to strategically manage its school's social media relationships to meet its goals and objectives, while developing engaging content that is appropriate for each platform. Participants will leave the workshop with ready-to-go content ideas, a social media calendar for the next 30 days, and a toolkit to access tips and other resources.

Topics that will be covered include:

- When social media works best
- Motivations for contributing to online communities
- Purpose of Social Media
- Tone & Messaging
- Social Media Best Practices
- Writing Engaging and High Quality Content
- Use of Images and Video
- Ways to Crowdfund Content
- Social media content planning

Workshop Also Includes:

- Tabletop exercises
- Content Planning worksheet and calendar
- Toolkit with Best practices, Crowdsourcing Resources, Do's and Don'ts, Tips and Ideas

*It is advisable to have 1-2 site/district staff members who can post on the social media accounts who can also attend this training, if possible.

Social Media Training (virtually or in person): \$700 flat rate

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Heather McGowan	
	2 Business name/disregarded entity name, if different from above DBA Sounding Board Marketing & Communications	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 1215 Muirkirk Court	Requester's name and address (optional) Center Joint Unified High School District 8408 Watt Ave, Antelope, CA 95843
	6 City, state, and ZIP code Folsom, CA 95630	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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


Social security number									
				-					
or									
Employer identification number									
27				-	1621697				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ 

Date ▶ June 22, 2023

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ³
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Agenda Item: XIV-6



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023
TO: Center Joint Unified School District Board of Trustees
FROM: Scott A. Loehr
Superintendent
INITIALS: SL
SUBJECT: Renewal of Agreement for Police Services between Twin Rivers Unified School District and Center Joint Unified School District July 1, 2023 through June 30, 2026

☒ **Action Item**

☐ **Information Item**

Attached Pages 6

BACKGROUND:

This is a 3 year renewal agreement for Police Services with the Twin Rivers Unified School District. with an annual rate of \$206,500.00 for the fiscal year 2023/24 through 2024/25 and 2025/26, with the Scope of Work listed in Exhibit A.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees ratify Renewal of Agreement for Police Services between Twin Rivers Unified School District and Center Joint Unified School District July 1, 2023 through June 30, 2026

**RENEWAL AGREEMENT FOR POLICE SERVICES
BETWEEN TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
CENTER JOINT UNIFIED SCHOOL DISTRICT**

This Renewal Agreement is made and entered this 1st day of July 2023 and shall be completed on or before June 30, 2026, in Sacramento, California, by and between the Twin Rivers Unified School District ("Twin Rivers"), located at 5115 Dudley Boulevard, McClellan, California 95652, and Center Joint Unified School District ("Center"), located at 8408 Watt Avenue, Antelope, CA 95843.

WITNESSETH:

WHEREAS, Twin Rivers has established a School Police Department, pursuant to Education Code Section 38000 *et seq.*; and

WHEREAS, Twin Rivers has reorganized its School Police Department and adopted the School Resource Officer model, which provides intervention, counseling, and law enforcement services to school campuses; and

WHEREAS, Government Code Section 54980 *et seq.* permits school districts to contract for the performance of police services or functions within the territory of the respective school districts; and

WHEREAS, Center has expressed that it is in need of law enforcement officers to provide security and police services for its schools and facilities; and

WHEREAS, Center has requested that Twin Rivers provide qualified, capable law enforcement officers from Twin Rivers Unified School District Police Department to provide security and police services for its schools and facilities; and

WHEREAS, Twin Rivers believes it would be in its best interest to cooperate with and assist Center by providing qualified, capable law enforcement officers to provide security and police services for its schools and facilities; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. **EXERCISE OF AUTHORITY:** Pursuant to Penal Code Section 830.32, Center hereby consents to the exercise of peace officer authority within the political subdivision of Center by persons employed as peace officers by Twin Rivers for the purpose of performing the services described in this Agreement.

2. **SCOPE OF SERVICE:** Effective immediately, upon the execution of this Agreement, Twin Rivers shall assign, with the consent and approval of Center, one (1) Twin Rivers Unified School District Police Department law enforcement officer to perform the following security and police services, including, but not limited to the following:

- a. Providing leadership and direction to the planning, organization, and evaluation of school and campus security;
- b. Recommending security procedures to the Superintendent of Center Joint Unified School District;
- c. Maintaining effective relationships with other police agencies and community organizations;
- d. Cooperating with local law enforcement agencies in the prevention, control and investigation of illegal activities by persons or groups directed against Center's personnel or facilities;
- e. Coordinating investigations of crimes on District property and conducting other investigations as requested by the Superintendent or his designee;
- f. Submitting written and oral reports; and attending meetings, workshops, conferences, and seminars as requested.

During the time the Officer(s) is/are providing said security and police services, the Officer(s) shall report to Center's Superintendent or his designee for purposes of continuity and coordination of the District's security and police services. Unless modified at the direction of the Board of Education or Superintendent of Twin Rivers, the Officer(s) shall act in accordance with Center's Board Policies, Administrative Regulations, collective bargaining agreements, and General Orders of the Twin Rivers Unified School District Police Department, except to the extent any of the same may be expressly in conflict with, inconsistent with, or preempted by law.

Notwithstanding Center's policies, agreements, and general orders, Twin Rivers shall incur no liability for claims by Center's employees arising solely out of an alleged violation of a Center's policies, agreements, orders. The Officer(s) shall be subject to the exclusive authority of Twin Rivers' Chief of Police with respect to his/her training, qualifications, and discipline.

3. **SUPPORT:** The Officer(s) may request or recommend some clerical or administrative support services as needed be provided by Center. Should the Officer(s) elect to utilize Twin Rivers clerical or administrative support services, then Twin Rivers shall assume and pay all costs associated therewith, except as otherwise mutually agreed by the parties.

4. **WORKERS' COMPENSATION:** The Officer(s) shall be an employee of Twin Rivers for the purposes of Workers' Compensation, under the relevant provisions of the California Labor Code. If the Officer(s) files a Workers' Compensation claim, whether against Center or Twin Rivers, Twin Rivers shall be responsible for administration and payment of the claim in accordance with the applicable provisions of the California Labor Code. Further, Twin Rivers agrees to comply with the provisions of Section 3700 of the Labor Code, which requires

every employer to be insured against the liability for Workers' Compensation or to undertake self-insurance.

5. **COMPENSATION/REIMBURSEMENT:** Center shall pay Twin Rivers the Annual rate of \$206,500.00 for the fiscal year 2023/24 through 2024/25 and 2025/26 (See Exhibit "A" for Scope of Work) for all personnel services provided to Center pursuant to this Agreement. Any overtime request by Center shall be compensated at the rate of \$77.00 per hour, per Officer, for the fiscal year 2023/24, \$81.00 for the fiscal year 2024/25, and \$85.00 for the fiscal year 2025/26. Center shall disburse funds pursuant to this paragraph within thirty (30) days of receipt of invoices from Twin Rivers.

6. **EQUIPMENT/SUPPLIES:** Except as otherwise provided by this Agreement, Twin Rivers shall be responsible for providing, and paying for, motor vehicles, cellular telephones, radios, pagers and similar equipment necessary for law enforcement activities. Center shall be responsible for providing, and paying for, office furniture, office equipment and similar supplies necessary for office, clerical, and counseling activities at District sites.

7. **TERM OF AGREEMENT:** The terms of this Agreement shall commence on July 1, 2023 and end on June 30, 2026 unless terminated sooner in accordance with this Agreement. This Agreement may be extended and/or amended from quarter to quarter thereafter upon approval by the Governing Boards of both Center and Twin Rivers.

8. **NOTICES:** Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

TO CENTER JOINT UNIFIED SCHOOL DISTRICT:

Attn: Scott Loehr, Superintendent
8408 Watt Avenue
Antelope, CA 95843

TO TWIN RIVERS UNIFIED SCHOOL DISTRICT:

Attn: Ryan DiGiulio
3222 Winona Way
North Highlands, CA 95660

9. **TERMINATION/SUSPENSION:** Either party to this Agreement may terminate this Agreement without cause by giving the other party at least thirty (30) days written notice. Upon termination, Center shall reimburse Twin Rivers in an amount as will compensate Twin Rivers for the costs that have been expended up to and including the date of termination, as provided in Paragraph Five (5), above. When required by law, this Agreement may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this Agreement.

10. **ADMINISTRATION OF AGREEMENT:** Center designates its District Superintendent, or his/her designee, to represent Center in all matters pertaining to the administration of this Agreement. Twin Rivers designates its District Superintendent, or his/her designee, to represent Twin Rivers in all matters pertaining to the administration of this Agreement. Both Twin Rivers and Center will provide the full cooperation and assistance of its officers, agents, and employees to each other in performance of this Agreement.

11. **INDEMNIFICATION:**

a. Center shall assume the defense of and indemnify and hold harmless Twin Rivers from and against all actions or claims against Twin Rivers, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by Twin Rivers by virtue of any damages to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault or negligence of Center, its officers, agents or employees. Center shall also assume the defense of and indemnify and hold harmless Twin Rivers from any claims made or actions filed by any employee or employee labor organization of Center relating to services performed pursuant to this Agreement.

b. Twin Rivers shall assume the defense of and indemnify and hold harmless Center from and against all actions or claims against Center, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by Center by virtue of any damages to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault or negligence of Twin Rivers, its officers, agents or employees. Twin Rivers shall also assume the defense of and indemnify and hold harmless Center from any claims made or actions filed by any employee or employee labor organization of Twin Rivers relating to services performed pursuant to this Agreement.

c. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

d. It is the intent of the parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

e. Each party shall establish procedures to notify the other party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The parties shall cooperate in the defense of such actions brought by either with respect to the matters covered in this Agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a party to this Agreement.

12. **INSURANCE:** Upon commencement of performance of this Agreement, Center shall provide to Twin Rivers, and Twin Rivers shall provide to Center, a current Certificate of Policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence. Center shall also provide

Twin Rivers, and Twin Rivers shall also provide Center, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary and any insurance carried by Center or Twin Rivers shall be excess and noncontributory." Any and all insurance coverage may be provided by a Joint Powers Authority or other self-insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or of cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

13. **ATTORNEY'S FEES:** In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the other party, as determined by the court.

14. **SEVERABILITY:** The invalidity in whole or in part of any provision of the Agreement shall not void or affect the validity of any other provision of the Agreement.

15. **CAPTIONS:** The captions of the sections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or intent.

16. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of California.

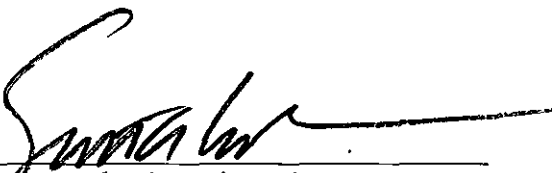
17. **INTEGRATION:** This Agreement represents the entire Agreement among Center and Twin Rivers and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by duly authorized representatives of Twin Rivers and Center.

18. **AUTHORITY:** The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, Twin Rivers and Center have executed this Agreement as of the date first above written.

CENTER JOINT UNIFIED SCHOOL DISTRICT

TWIN RIVERS UNIFIED SCHOOL DISTRICT

BY: 
Scott Loehr, Superintendent
Center Joint Unified School District

BY: _____
Ryan DiGiulio, Chief Business Official
Twin Rivers Unified School District

EXHIBIT "A"

SCOPE OF WORK

- One (1) Police Officer (SRO) will be assigned to work the Center District campuses Monday through Friday for the school years 2023/24, 2024/25, and 2025/26 beginning July 1, 2023 and ending June 30, 2026. The Officer will be assigned to work the summer sessions of 2023 through 2026.
- The Officer will work a 40 hour per week/8 hours a day Monday through Friday schedule to be mutually agreed upon by both parties.
- Twin Rivers Dispatch Center will provide 24 hour per day/7 day per week monitoring of Center's video surveillance system and alarm systems. No additional cost will be incurred by Center.
- Twin Rivers Officers will provide random patrol of the Center District sites during non-school hours including nights and weekends. (May exclude the hours between midnight and 6:00 A.M. with written notice.)
- Twin Rivers Officers will respond to all alarm calls and will be the primary responder to all calls for police services in the Center District. (May exclude the hours between midnight and 6:00 A.M. with written notice.)
- Twin Rivers Officers will be available for additional hours or after-hours/special events at a rate of \$77.00 per hour, per Officer for the fiscal year 2023/24, \$81.00 for the fiscal year 2024/25, and \$85.00 for the fiscal year 2025/26. A request for such service requires a two (2) week advance notice. The number of Officers necessary to properly staff an event will be mutually agreed upon by both parties in advance.
- Canine Searches or Public Relations (requests for narcotic canine searches or canine demonstrations for public relations events) should be requested at least two weeks prior to the event. These events will be considered an extra event and will be billed at the rate of \$77.00 per hour, per Officer for the fiscal year 2023/24, \$81.00 for the fiscal year 2024/25, and \$85.00 for the fiscal year 2025/26. ** Immediate response for assistance by the canine unit in support of priority calls for service is included in the contract fee.
- Any overtime created by calls for service, not covered by the assigned SRO or on-duty patrol officers in the Center Unified School District will be billed at rate of \$77.00 per hour, per Officer for the fiscal year 2023/24, \$81.00 for the fiscal year 2024/25, and \$85.00 for the fiscal year 2025/26.

Payment to be mailed to:

Twin Rivers Unified School District
3222 Winona Way
North Highlands, CA 95660

Attn: Accounts Receivable

Agenda Item: XIV-7



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/16/2023

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 2

BACKGROUND:

Classified Resignations, Transfers, Promotions and New Hires.

RECOMMENDED BOARD ACTION:

Approve Classified Personnel Transactions as submitted.

Resignations

Alicia Briley resigned from her position as Instructional Specialist/PH for Spinelli Elementary effective June 29, 2023.

Vilma Cruz resigned from her position as Health Assistant for Curriculum & Instruction effective June 30, 2023.

Nancy Martinez Ramos resigned from her position as Bus Driver for Transportation effective July 31, 2023.

Erin Morris resigned from her position as Instructional Specialist/PH for North Country Elementary effective June 30, 2023.

Darynn Nugent resigned from their position as Instructional Specialist/PH for Center Preschool effective June 29, 2023.

Kimberly Rodriguez resigned from her position as Instructional Specialist/PH for Spinelli Elementary effective June 29, 2023.

Ruby Ronquillo resigned from her position as Lead Custodian for Wilson C Riles Middle School effective July 14, 2023.

Leanne Saechao resigned from her position as Instructional Specialist for North Country Elementary effective June 30, 2023.

Ryan Saeteurn resigned from his position as Instructional Specialist/PH for North Country Elementary effective June 30, 2023.

Jocelyn Santuangco resigned from her position as Cafeteria Worker for Spinelli Elementary effective June 30, 2023.

Transfers

Bianca Ismerio, Cafeteria Worker, was transferred from Wilson C Riles Middle School to Rex Fortune Elementary effective August 7, 2023.

Danita Johnson, Instructional Specialist, was transferred from Oak Hill Elementary to North Country Elementary effective August 7, 2023.

Yanni Lagge, Instructional Specialist/PH, was transferred from Spinelli Elementary to North Country Elementary effective August 7, 2023.

Kelly Leonard, Instructional Specialist/PH, was transferred from North Country Elementary to Oak Hill Elementary effective August 7, 2023.

Phally Phay, Instructional Specialist, was transferred from North Country to Rex Fortune Elementary effective August 7, 2023.

Tatiana Strilets, Instructional Specialist/PH, was transferred from North Country Elementary to Oak Hill Elementary effective August 7, 2023.

Pandora Young, Instructional Specialist/PH, was transferred from North Country Elementary to Oak Hill Elementary effective August 7, 2023.

Zarghoona Zaki, Noon Duty Aide, was transferred from Dudley Elementary to Rex Fortune Elementary effective August 7, 2023.

Promotion

Misti Bolton was promoted to Temporary Custodian for Oak Hill Elementary effective June 6, 2023.

Misti Bolton was promoted to Lead Custodian for Rex Fortune Elementary effective July 1, 2023.

Elizabeth Carrasco was promoted to Instructional Specialist/PH for Spinelli Elementary effective August 7, 2023.

Almarie Crenshaw was promoted to Office Assistant for Rex Fortune Elementary effective July 21, 2023.

Laura Gasca Pantoja was promoted to Library Technician for Spinelli Elementary effective August 7, 2023.

Jennifer Halcomb was promoted to Lead Cafeteria Worker for Rex Fortune Elementary effective August 7, 2023.

Liliya Tolok was promoted to Cafeteria Worker for Wilson C Riles Middle School effective August 7, 2023.

New Hires

Elisa Boldt was hired as a Behavior Specialist II for the Special Education Department effective July 25, 2023.

Phylicia Boler was hired as a Cafeteria Worker for Dudley Elementary effective August 7, 2023.

Rebecca Cravotta was hired as a Library Technician for Rex Fortune Elementary effective August 7, 2023.

Ayana Layfield was hired as a Noon Duty Aide for Oak Hill Elementary effective August 7, 2023.

Massio Love was hired as a Campus Monitor for Center High School effective August 7, 2023.

Bogdan Maystryshin was hired as a Network Specialist for the Computer Services Department effective July 5, 2023.

Rodney McClendon was hired as Custodian for Center High School effective June 12, 2023.

Nadiia Menko was hired as a Custodian for Rex Fortune Elementary effective July 1, 2023.

Probhati Pereira was hired as a Cafeteria Worker for Center High School effective August 7, 2023.

Angelica Perez was hired as a Noon Duty Aide for North Country Elementary effective August 7, 2023.

Agenda Item: XIV-8



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/16/2023

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 5

BACKGROUND:

Certificated Resignations, Transfers, Promotions, Leaves and New Hires.

RECOMMENDED BOARD ACTION:

Approve Certificate Personnel Transactions as submitted.

Resignations

Tonia Beentjes resigned her position as Special Education Teacher for Center High School effective May 26, 2023.

Shahrzad Biddle resigned her position as 6th Grade Teacher for Spinelli Elementary effective May 26, 2023.

Kiara Brady-Kennedy resigned her position as 4th Grade Teacher for North Country Elementary effective May 26, 2023.

Stuart Deason resigned his position as Math Teacher for Wilson C Riles Middle School effective May 26, 2023.

Brandon Gianechini resigned his position as Assistant Principal for Wilson C Riles Middle School effective June 30, 2023.

Carin Jensen resigned her position as EL Teacher for North Country Elementary effective May 26, 2023.

Samuel Kloczko resigned his position as Social Science Teacher for Center High School effective May 26, 2023.

Kevin Loustale resigned his position as Physical Education Teacher for North Country Elementary effective May 26, 2023.

Morgan McNees resigned her position as Social Science Teacher for Wilson C Riles Middle School effective May 26, 2023.

Robert Paganelli resigned his position as Social Science Teacher for Wilson C Riles Middle School effective May 26, 2023.

Joseph Sherman-Williams resigned his position as Special Education Teacher for Oak Hill Elementary effective May 26, 2023.

Claire Sisson resigned her position as 3rd Grade Teacher for North Country Elementary effective May 26, 2023.

Sherri Smith resigned her position as Speech Therapist for Special Education effective May 26, 2023.

Jannell Wallace resigned her position as Transitional Kindergarten Teacher for North Country Elementary effective May 26, 2023.

Transfers

Marie Allred was transferred from Wilson C Riles Middle School to Center High School effective August 3, 2023.

Connie Banks was transferred from a Special Education Teacher for Dudley Elementary to a 2nd Grade Teacher for Oak Hill Elementary effective August 3, 2023.

David Beck was transferred from Intervention Teacher for North Country Elementary to EL Teacher for Rex Fortune Elementary effective August 3, 2023.

Lori Day was transferred from Kindergarten Teacher for North Country Elementary to 2nd Grade Teacher for Rex Fortune Elementary effective August 3, 2023.

Elizabeth Donnelly was transferred from North Country Elementary to Rex Fortune Elementary effective August 3, 2023.

Sabrina Golobik was transferred from Spinelli Elementary to Rex Fortune Elementary effective August 3, 2023.

Cristina Hilderbrand was transferred from Oak Hill Elementary to Spinelli Elementary effective August 3, 2023.

Mykel Jeffrey was transferred from a General Education Teacher position to a Special Education Teacher position for North Country Elementary effective August 3, 2023.

Delanne Mathias was transferred from Oak Hill Elementary to Rex Fortune Elementary effective August 3, 2023.

Penelope Rittenhouse was transferred from 1st Grade Teacher to Electives Teacher for North Country Elementary effective August 3, 2023.

Monica Smith was transferred from North Country Elementary to Oak Hill Elementary effective August 3, 2023.

Jamie Topper was transferred from Wilson C Riles Middle School to Dudley Elementary effective August 3, 2023.

Ruben Ybarra was transferred from 1st Grade Teacher to EL Teacher for North Country Elementary effective August 3, 2023.

Promoted

Larry Davenport was promoted to Assistant Principal for Wilson C Riles Middle School effective July 28, 2023.

Sarah Wildman was promoted to Teacher on Special Assignment for Computer Services effective August 3, 2023.

Leaves

Jolyn Martin is on an unpaid leave of absence from August 3, 2023 to May 31, 2024.

New Hires

Mitchell Brown was hired as a Social Science Teacher for Center High School effective August 3, 2023.

Samone Burge was hired as an 1st Grade Teacher Intern for North Country Elementary effective August 3, 2023.

Eric Cabral was hired as a Life Science Teacher for Center High School effective August 3, 2023.

Amber Cain was hired as a Transitional Kindergarten Teacher for North Country Elementary effective August 3, 2023.

Nicole Carpenter was hired as a Special Education Teacher - Mild/Moderate for Center High School effective August 3, 2023.

Lauren Case was hired as a Physical Education Teacher for Center High School effective August 3, 2023.

Rajani Chaturvedula was hired as a Spanish Teacher for Center High School effective August 3, 2023.

Nathan Chesmore was hired as a 3rd Grade Teacher for Rex Fortune Elementary effective August 3, 2023.

Christina Croshal was hired as an Assistant Principal for North Country Elementary effective July 1, 2023.

Jennifer Donner was hired as a Social Studies Teacher for Wilson C Riles Middle School effective August 3, 2023.

Anne-Marie Farr was hired as a Psychologist for the Special Education Department effective July 25, 2023.

Kaitlyn Fortunati was hired as a 5th Grade Teacher for Dudley Elementary effective August 3, 2023.

Dezerae Garcia was hired as a 5th Grade Teacher for Oak Hill Elementary effective August 3, 2023.

Emily Gomes was hired as a 4th Grade Teacher for Oak Hill Elementary effective August 3, 2023.

Lexie Gomez was hired as a Transitional Kindergarten Teacher for Rex Fortune Elementary effective August 3, 2023.

Molly Goodhart was hired as a 5th Grade Teacher for North Country Elementary effective August 3, 2023.

Nicole Grant was hired as a 4th Grade Teacher for North Country Elementary effective August 3, 2023.

Rachel Homer was hired as an Intervention Teacher for Spinelli Elementary effective August 3, 2023.

Iana Jojua was hired as a Special Education Teacher - Mild/Moderate for Center High School effective August 3, 2023.

Lauren Keyawa was hired as a Special Education Teacher - Moderate/Severe for Center High School effective August 3, 2023.

Michael Lindquister was hired as a 5th Grade Teacher for Dudley Elementary effective August 3, 2023.

Jessica Martin was hired as a Kindergarten Teacher for Rex Fortune Elementary effective August 3, 2023.

Holly McClain was hired as an ERMHS Counselor for Special Education effective August 1, 2023.

Casey Miles-Brower was hired as an Electives Teacher Intern for Wilson C Riles Middle School effective August 3, 2023.

Jennifer L Miller was hired as a Counselor for Oak Hill Elementary effective July 25, 2023.

Alec Morgan was hired as a 5th Grade Teacher for North Country Elementary effective August 3, 2023.

Erin Morris was hired as a SDC Teacher for Oak Hill Elementary effective August 3, 2023.

Stefanie Noorani was hired as a Temporary Science Teacher for Center High School effective August 3, 2023.

Saydee Pevehouse was hired as a 1st Grade Teacher for Spinelli Elementary effective August 3, 2023.

Tiffany Phoenix was hired as a 3rd Grade Teacher for Rex Fortune Elementary effective August 3, 2023.

Melody Resendiz was hired as a Physical Education Teacher for Center High School effective August 3, 2023.

Jess Roberts was hired as a Counselor for Wilson C Riles Middle School effective July 25, 2023.

Lynda Shadman was hired as a Physical Education Teacher for Wilson C Riles Middle School effective August 3, 2023.

Rebecca Simko was hired as a Physical Science Teacher for Center High School effective August 3, 2023.

Johanna Sippola was hired as a 1st Grade Teacher for North Country Elementary effective August 3, 2023.

Samantha Sjostrand was hired as a 3rd Grade Teacher for North Country Elementary effective August 3, 2023.

Erika Sosa was hired as an English Teacher Intern for Wilson C Riles Middle School effective August 3, 2023.

Chelsea Stolan was hired as a 6th Grade Teacher for Oak Hill Elementary effective August 3, 2023.

Savannah Tapia was hired as a 5th Grade Teacher for Oak Hill Elementary effective August 3, 2023.

Emma Tarabanovic was hired as a 2nd Grade Teacher for Rex Fortune Elementary effective August 3, 2023.

Natasha Thao was hired as a 1st Grade Teacher for North Country Elementary effective August 3, 2023.

Kayla Toft was hired as a 4th Grade Teacher for Rex Fortune Elementary effective August 3, 2023.

Selena Ueltzen was hired as a Physical Education Teacher Intern for Spinelli Elementary effective August 3, 2023.

Nathan Weisberg was hired as a Social Science Teacher for Wilson C Riles Middle School effective August 3, 2023.

Kyle Welch was hired as a Social Science Teacher for Wilson C Riles Middle School effective August 3, 2023.

Mary Ann Williams was hired as an Intervention Teacher for North Country Elementary effective August 3, 2023.

Owen Zielsdorf was hired as a Physical Education Teacher for North Country Elementary effective August 3, 2023.

Agenda Item: XIV-9



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/16/2023

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi, Director of Human Resources

Initials:

CSB

SUBJECT: Hard to Fill Positions

☒ **Action Item**

☐ **Information Item**

Attached Pages _____

BACKGROUND:

Chris Borasi is requesting the following position classifications be designated as "Hard to Fill" for the 2023-2024 school year:

Special Education Teacher
Speech Language Pathologist
Math Teacher
Foreign Language Teacher
Instructional Specialist (ISPH)
Custodian
Bus Driver
Mechanic
Maintenance Worker

A designation of "Hard to Fill" by the Board of Trustees authorizes the district to provide recruiting incentives for hiring individuals in these positions.

RECOMMENDED BOARD ACTION:

Approve the Hard to Fill list for the 2023-2024 school year.

Agenda Item: XIV-10



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/16/2023

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi, Director of Human Resources

Initials:

CSB

SUBJECT: Job Description - Teacher on Special Assignment (TOSA) - Technology

☒ **Action Item**

☐ **Information Item**

Attached Pages 2

BACKGROUND:

Attached is the new job description for the TOSA position.

RECOMMENDED BOARD ACTION:

Please approve the job description for the TOSA - Technology position.

CENTER JOINT UNIFIED SCHOOL DISTRICT

JOB TITLE: Teacher on Special Assignment - Instructional/Informational Technology

DESCRIPTION OF BASIC RESPONSIBILITIES:

Under the direction of the Human Resources and Superintendent's departments, supports educational technology use through advising, collaborating, and providing professional development in educational technology tools. Engage directly with teachers to facilitate the integration of technology into innovative teaching and learning practices. Conduct professional development and build teachers' capacity in the use of educational technology and support all district staff on new technologies. Design, recommend and implement a district technology plan that enhances teaching and learning and aligns with district goals.

SUPERVISOR: Director of Human Resources & Student Services

ESSENTIAL FUNCTIONS:

1. Planning, monitoring, researching, and training preschool through grade 12 teachers in instructional/educational technology
2. Facilitates instructional integration of technology tools
3. Coordinates and leads professional development in technology tools and oversees follow-up and certifications
4. Develop, implement, and monitor a plan for the effective use of technology in the classroom
5. Advise in the selection and purchase of digital curriculum & technology
6. Engages and supports teachers and administrators in new technology resources
7. Supports teachers in the use of technology with adopted curriculum and assessment
8. Assist and implement digital public relations and marketing strategies
9. Support and facilitate the integration and implementation of new district technology
10. Update and maintain district job application platforms as well as specific website pages.

EMPLOYMENT STANDARDS:

Knowledge of:

- I-ready
- Aeries
- Five Lab

- Google Suite
- GoGuardian
- CatapultEMS
- Turn It In
- Clever
- Social Media platforms
- Basic graphic design software
- Basic website design
- Everyday Pro
- Team Tailor

Ability to:

- Excellent written and verbal communication skills
 - Establish and maintain cooperative and effective working relationships with others
- Training in both 1:1 and group settings
- To stay current on educational technology advances
- Work independently
- Apply new knowledge
- Enhance abilities of teachers to provide instruction that increases student learning outcomes

EDUCATION, EXPERIENCE, AND REQUIREMENTS:

- Five or more years of teaching experience

Agenda Item: XIV-11



AGENDA ITEM

BOARD OF TRUSTEES

*Nancy Anderson
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Adrianna Sammons*

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Chris Borasi

Initials:

CSB

SUBJECT: ATX Learning Professional Service Agreement - Alicia Humphrey &
Chantel Hammond

☒ **Action Item**

☐ **Information Item**

Attached Pages 10

BACKGROUND:

ATX Learning Professional Service Agreement for Special Education employee. Two Special Education Teachers to fill vacant site positions.

RECOMMENDED BOARD ACTION:

Please approve contract with ATX Learning Professional Service Agreement - Alicia Humphrey & Chantel Hammond.



PROFESSIONAL SERVICES AGREEMENT

This agreement ("Services Agreement") made and entered into between **Center Joint Unified School District** (hereinafter referred to as **Client**) located at **3243 Center Court Lane, Antelope, CA, 95843** and **ATX Learning** (hereinafter referred to as **Consultant**) located at **10821 Red Run Blvd, #407, Owings Mills, MD 21117**. In consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT: The Consultant shall provide the following Professional services, studies, and/or reports, through its personnel who are the employees or independent contractors.

Provide direct service, perform any needed evaluation, and recommended equipment to carry out special education program in consultation with director, principals, teacher/school staff, and parents.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on the date specified in the Exhibit.

C. COMPENSATION: For the full performance of this agreement, the Client shall pay the Consultant as follows:

- a) Consultant's fee at the rate specified in Exhibit A.
- b) Consultant will provide services for a minimum of **40** billable hours per week.
- c) Client shall not be liable to pay for school holidays.

Invoice: Consultant shall provide the invoice for each calendar month.

Payment shall be as follows: Payments to be made within **15 days** of receipt of invoice. Any amounts due and payable which have not been paid within 30 days of the invoice shall be subject to interest at the rate of 12% per annum, not to exceed the highest amount allowed under Texas law. All payments are due and payable in Austin, Travis County, Texas. In addition, any and all collection costs including attorney fees and court costs shall be recoverable in favor of the Consultant.

Payment for the services provided during overtime hours or holidays shall be calculated at one and a half times the regular rate agreed under the Exhibit A

D. GENERAL TERMS AND CONDITIONS:

- 1) **MUTUAL INDEMNIFICATION:** The Consultant hereby assumes, releases and agrees to indemnify, defend, protect and save the Client, its Officers, Board Members, employees, and agents harmless from and against any loss of and/or damage to the person or property of Consultant, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from the negligence or misconduct of Consultant, its officers, employees, or agents. Client will indemnify, defend and hold harmless Consultant, its directors, officers, employees and agents from all costs, fees, and damages (including reasonable attorneys' fees) arising from a third party claim against Consultant based on an actual or alleged: (i) failure by the Client to perform its obligations under this Agreement; (ii) breach of Client's representations and warranties; (iii) acts or omissions constituting negligence or willful misconduct, committed by Client, its officers, employees, or agents; or (iv) failure by Client to comply with governmental laws and regulations; or (v) infringement by Client (or any property or data provided by Client) of any patent, copyright, trademark, trade secret, or other intellectual property rights.

ATX Learning, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

www.atxlearning.com



- 2) NON-SOLICITATION: Client agrees to not solicit or hire employees or independent contractors of Consultant, during the term of this agreement and for a period of 1 (One) Year following the end date of that employee or independent contractor's services to Client. If the Client decides to hire the Consultant's candidate as a district employee or independent contractor without the Consultant's approval, a fee for direct hire will be payable to the Consultant within 15 days, which shall be 20% of the total annual package.

This paragraph is essential to protect the economic and business rights of the Consultant as well as valuable property rights.

- 3) REPRESENTATIONS: Client represents and warrants that all the information supplied to the Consultant is true and accurate and contains no errors or omissions. In the event that such information is not true, the Consultant may immediately terminate this agreement and claim any damages as a result of the same.
- 4) AGREEMENTS WITH THIRD PARTIES: Client represents and warrants that at the time of the making of this agreement it has no legal or contractual obligations to a third party that contravenes or interferes with this agreement.
- 5) ASSIGNMENT: Neither party shall assign this agreement, or any of the rights, duties, and obligations under this agreement, without the written consent of the other party.
- 6) NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this agreement because of such person's race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
- 7) LICENSE AND AUTHORITY: The Consultant and its employee or independent contractors will maintain all necessary licenses during the term of this agreement. Consultant will provide evidence or copies of all necessary licenses and credentials/ clearance to Client at their request.
- 8) EQUIPMENT AND FACILITIES: Client and the Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
- 9) GOVERNING LAW: The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of Texas. Any dispute between the parties shall be heard in the courts sitting in Travis County, Texas.
- 10) WITHHOLDING: The Client shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
- 11) HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
- 12) AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

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ATX Professional Services Agreement



- 13) **MODIFICATION**: Except as provided in Paragraph 19 below, any modification to this agreement must be in writing and signed by both parties to be effective.
- 14) **AUTHORITY**: Each party executing this agreement has the authority to do so.
- 15) **DAMAGES**: Except for claims for fraud, willful injury to person or property, and violation of law, no party shall claim damages against the other in excess of 50% of the total amount to be paid out under the Agreement. In addition, no party shall recover any special, consequential, or indirect damages of any type, against the Company.
- 16) **TIMESHEET**: Payment has to be made on the basis of the Approved/Counter-signed timesheet(s). Any discrepancy in the timesheet(s) should be communicated to the Consultant, within fifteen (15) days of receipt of such timesheet(s), by the Client. In the absence of any such communication, after fifteen (15) days, Consultant has the irrevocable, unlimited right to provide invoices in full as per the Approved/Counter-signed timesheet(s) and get paid as per the agreed payment terms regardless of whether those Approved/Counter-signed timesheets are correct.
- The term "Approved/Counter-signed timesheets" shall mean, the timesheets that are signed by, the Principal, Director, Supervisor, or any other individual, authorized for signing the timesheets, by the client.
- 17) **TERMINATION**: Either party may terminate this Agreement on **Twenty (20)** calendar days written notice.
- 18) **INDEPENDENT CONTRACTOR STATUS**: While engaged in the performance of this Agreement, all Consultant's personnel shall be classified as independent contractors and shall not be officers, agents, or employees of the Client.
- 19) **SEVERABILITY**: In the event that a court finds that this or any other portion or paragraph in this agreement violates in whole or in part the public policy or law of any state, said paragraph(s) shall be stricken by the court or modified to reflect legality and enforceability of the paragraph and in no instance shall a defective paragraph result in a penalty against the Company nor in the termination of the other provisions of this agreement.
- 20) **EXHIBITS**: All Exhibits and Schedules referred to in and attached to this Agreement are incorporated in this Agreement by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

At all times the Consultant shall be deemed to be independent and is not authorized to bind the Client to any contracts or other obligations, or to state or imply that it or its employee or independent contractor is an employee or authorized representative of the Client, or to utilize the Client's letterhead or logo without the prior consent of the Client. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and Client agree to comply with each of the following factors as is necessary to maintain independent-consultant status, each of which shall form a part of this Agreement:

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ATX Professional Services Agreement



INSTRUCTIONS	For performing the services, the Client shall furnish the description and specifications of the services and prescribe the instructions, to the Consultant's Personnel on the first day of the Job or from time to time, if required.
TRAINING/SUPERVISION	Consultant's Personnel shall be under the supervision of the Client and the client shall provide the necessary training for the adequate performance of the services.
WORK NOT ESSENTIAL TO CLIENT	The Client's success or continuation does not depend on the services of the Consultant.
JOB LOCATION	Client shall provide the location of the school/institute/facility where the services are required to be performed.
TOOLS & EQUIPMENT	Client shall provide the necessary tools and equipment, within the premises of the job location, to the consultant's personnel for performing the services. Consultant or their personnel are not allowed to use their own tools and equipment.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public after school hours.
PROGRESS REPORTS	The Consultant will be required to make a progress report.

UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Client's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

CLIENT AUTHORIZED REPRESENTATIVE:

Signature: CA

Date Signed: 6-1-2023

Branch / Dept.: Human Resources

Address: 8408 Watt Avenue

Antelope, Ca 95843

Phone / Fax: 916 338-6413

E-Mail Address: Cborasi
@centerusd.org

CONSULTANT:

Signature: Syed Khalil

Date Signed: 06/01/2023

Title: President

Company Mailing Address:

10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: 800-846-5120 x 103, Fax: (512) 212-1338

E-Mail Address: fred.miller@atxlearning.com

ATX Learning, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

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ATX Professional Services Agreement

EXHIBIT – A

Name:	Alicia Humphrey
Services:	Special Education Teacher
Hourly Rate for Services:	\$83.82 per hour
Overtime/Holiday Rate:	\$ time and a half
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for transportation between school sites
Contract Term:	School Year 2023-2024
Assignment Start Date:	August 3, 2023
Assignment End Date:	May 30, 2024
Number of Days:	
Guaranteed Hours:	40h/week
Cancellation Notice:	20 Days

***All the overtime/holiday hours worked shall be paid at \$ time and one half (1.5).**

District Business Services Contact:	Lisa Coronado
District Sp Ed Contact:	Mike Jordan
Timesheet Approver Email Address and Name:	Arlene Ballesteros aballesteros@centerusd.org

Billing Information

Billing Address:	8408 Watt Avenue, Anaheim 95603
Billing Telephone Number:	916-338-6343
Billing Contact Info:	Mike Jordan
Billing Email Address:	mikejordan@centerusd.org

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- 13) **MODIFICATION**: Except as provided in Paragraph 19 below, any modification to this agreement must be in writing and signed by both parties to be effective.
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- The term "Approved/Counter-signed timesheets" shall mean, the timesheets that are signed by, the Principal, Director, Supervisor, or any other individual, authorized for signing the timesheets, by the client.
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- 18) **INDEPENDENT CONTRACTOR STATUS**: While engaged in the performance of this Agreement, all Consultant's personnel shall be classified as independent contractors and shall not be officers, agents, or employees of the Client.
- 19) **SEVERABILITY**: In the event that a court finds that this or any other portion or paragraph in this agreement violates in whole or in part the public policy or law of any state, said paragraph(s) shall be stricken by the court or modified to reflect legality and enforceability of the paragraph and in no instance shall a defective paragraph result in a penalty against the Company nor in the termination of the other provisions of this agreement.
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At all times the Consultant shall be deemed to be independent and is not authorized to bind the Client to any contracts or other obligations, or to state or imply that it or its employee or independent contractor is an employee or authorized representative of the Client, or to utilize the Client's letterhead or logo without the prior consent of the Client. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and Client agree to comply with each of the following factors as is necessary to maintain independent-consultant status, each of which shall form a part of this Agreement:

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ATX Professional Services Agreement



INSTRUCTIONS	For performing the services, the Client shall furnish the description and specifications of the services and prescribe the instructions, to the Consultant's Personnel on the first day of the Job or from time to time, if required.
TRAINING/SUPERVISION	Consultant's Personnel shall be under the supervision of the Client and the client shall provide the necessary training for the adequate performance of the services.
WORK NOT ESSENTIAL TO CLIENT	The Client's success or continuation does not depend on the services of the Consultant.
JOB LOCATION	Client shall provide the location of the school/institute/facility where the services are required to be performed.
TOOLS & EQUIPMENT	Client shall provide the necessary tools and equipment, within the premises of the job location, to the consultant's personnel for performing the services. Consultant or their personnel are not allowed to use their own tools and equipment.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public after school hours.
PROGRESS REPORTS	The Consultant will be required to make a progress report.

UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Client's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

CLIENT AUTHORIZED REPRESENTATIVE:

Signature: 

Date Signed: 6.2.2023

Branch / Dept.: Human Resources

Address: 8408 Watt Avenue

Antelope, Ca 95843

Phone / Fax: 916-338-6413

E-Mail Address: cborasi@
centerusd.org

CONSULTANT:

Signature: 

Date Signed: 06/02/2023

Title: President

Company Mailing Address:

10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: 800-846-5120 x 103, Fax: (512) 212-1338

E-Mail Address: fred.miller@atxlearning.com

ATX Learning, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

www.atxlearning.com

ATX Professional Services Agreement

EXHIBIT – A

Name:	Chantel Hammond
Services:	Special Education Teacher
Hourly Rate for Services:	\$85 per hour
Overtime/Holiday Rate:	\$ time and a half
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for transportation between school sites
Contract Term:	School Year 2023-2024
Assignment Start Date:	August 3, 2023
Assignment End Date:	May 30, 2024
Number of Days:	
Guaranteed Hours:	40h/week
Cancellation Notice:	20 Days

***All the overtime/holiday hours worked shall be paid at \$ time and one half (1.5).**

District Business Services Contact:	Lisa Coronado
District Sp Ed Contact:	Mike Jordan
Timesheet Approver Email Address and Name:	Arlene Ballesteros

aballesteros @ centerusd.org

Billing Information

Billing Address:	8408 Watt Ave. Antelope Ca 95843
Billing Telephone Number:	916 - 338 - 6343
Billing Contact Info:	Mike Jordan
Billing Email Address:	Mikejordan @ Centerusd.org

ATX Learning, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

www.atxlearning.com

Agenda Item: XIV-12



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

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

Initials:

CSB

SUBJECT: CJUSD Employees Certified for Expulsion Hearings
2023/2024 School Year

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

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

Lisa Coronado
Christina Croshal
Larry Davenport
Tracie Daubenmire
Jason Farrel
Jerald Ferguson
David French
Brett Homesley
Doug Hughey
Roy Jamie
Tami JBeily
Mike Jordan
Allison Kent
Becky Lawson
Scott Loehr
Ryan Miranda
Erica Olmstead
Parveen Saenz
Tracey Seivert
Nicky Strong
Melissa Tackett-Oliver
Jill Warriner

RECOMMENDED BOARD ACTION:

Please approve list as presented.

Agenda Item: XIV-13



AGENDA ITEM

BOARD OF TRUSTEES

Nancy Anderson
Howard Ballin
Steven Bruno
Tabia Lee, EdD
Delrae M. Pope

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/16/2023

TO: Center Joint Unified School District Board of Trustees

FROM: Ryan Miranda, SFSS Coordinator

Initials:
CSB

SUBJECT: Professional Services Agreement with Lisa Coates to teach Love and Logic Parenting Course for CJUSD families

☒ Action Item

☐ Information Item

Attached Pages ⁴_____

BACKGROUND:

Consultant's Name: LISA COATES

Company Name (if applicable):

Services to be Rendered: Beginning August 21, teach Love and Logic Parenting six-week course for CJUSD parents and caregivers. This parent involvement course is hosted by the Student & Family Support Services Department.

Date(s) of Service: August 21 through September 25

Payment Per Hour: \$2150.00

Total Amount of Contract: \$2150.00

Funding Source: Set Aside Parent Involvement Funds through Title I

RECOMMENDED BOARD ACTION:

Approve PSA with Lisa Coates to teach Love and Logic Parenting course.



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

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 10 day of August, 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 holds 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: LISA COATES

Address: XXXXXXXXXXXXXXXXXXXX

Phone: 916-838-3759 /

Taxpayer ID #: XXXXXXXX

*Full description of services to be provided:

Workshop facilitator/community educator: Teach 6-week series "Parenting the Love and Logic Way"

*Payment \$ 2150 per program. CONTRACTOR will submit a signed invoice not more frequently than monthly, detailing services provided and charges. Payment will be made within forty-five days after receipt of invoice or service, whichever is later.

*Beginning Date of Service: 8/21/2023

*Frequency of Service Dates: 6

*Ending Date of Service: 9/25/2023

Method of Payment and Tax Reporting: (check one)

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

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

Total amount of this contract \$ 2150 budget # 01 - 3010 - 2 - 5800 - 601 - 1110 - 1000 - 07 - 931

Reason service cannot be provided by a District employee:

Trademark curriculum w/ company trained facilitator being provided for course.

Contractor* Signature: Lisa Coates

Date: 07/18/2023

District employee requesting service Signature: [Signature]

Date: 7/31/23

Superintendent Approval: _____

Date: _____

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

Director of Fiscal Services Approval: _____

Date: _____

Director of Human Resources Approval (if cleared to start): _____

Date: _____

Megan's Law Clearance

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Lisa M. Hishong Coates		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. [REDACTED]		Requester's name and address (optional)
6 City, state, and ZIP code [REDACTED]		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
[REDACTED]								
or								
Employer identification number								
[REDACTED]								

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

[Signature]

Date ► 07/18/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

INDEPENDENT CONTRACTOR OR EMPLOYEE? DISTRICT GUIDELINES

PART I		YES	NO
1.	Has this category of worker already been classified an "employee" by the IRS? <i>Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.</i>		X
2.	Is the individual working as an employee prescribed by the Education Code? <i>Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/87000-87333 define certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.</i>		X
3.	Is the individual already an employee of the district in another capacity?		X
4.	Has the individual performed substantially the same services for the district as an employee in the past? <i>Is the individual retired, returning to substitute, or train, etc.?</i>		X
5.	Are there currently employees of the district doing substantially the same services as will be required of this individual?		X
6.	Does the district have the legal right to control the method of performance by this individual? <i>Consider whether the district has to train this individual or give instruction as to when, where, how, and in what order to work. Does the district require the individual to submit reports or perform the services at a district site? These factors would indicate the district maintains control sufficient for an employer/employee relationship. However, it is not necessary 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>		X
7.	Are the services, as being provided, an integral part of school operations? <i>Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance, and implies the maintenance of legal control.</i>		X

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

STOP HERE

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

If you answer "NO" to ALL questions above, please continue below.

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

If the answer to questions 8, 9, or 10 is "YES," there is a good possibility that an employment relationship exists. Questions 8 & 9 are indicators of district control that, in conjunction with other factors, imply an employment relationship. Go back to PART I and reevaluate each question.

If you still answer "NO" to questions 1-7, please continue to next section.

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 these 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 not available to the general public. NOTE: Possession of a business license or incorporation does not automatically satisfy this requirement. The determination must be made on the actual relationship between the district and the individual performing services.</i>	X	
12.	Does the individual have a substantial investment in his/her business, i.e. maintains a facility, equipment, etc.? <i>This is indicative of economic risk inherent in business enterprises. An independent contractor must be able to make a profit or sustain a loss.</i>	X	

If either questions 11 or 12 are answered "NO," the individual is a district employee, and the individual will be processed through payroll.

STOP HERE

If questions 11 and 12 are both "YES," please continue below.

YES NO

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

If 11 and 12 are "YES," 13 through 15 should also be "YES," and are items that should be written into the consultant contract. This individual is an independent contractor. A "YES" on questions 13 through 15 support 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.

Agenda Item: XIV-14



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023
TO: Center Joint Unified School District Board of Trustees
FROM: Jerald Ferguson Initials: JF
CHS Principal
SUBJECT: Appointment of School Representatives to CIF

☒ Action Item

☐ Information Item

Attached Pages 1

BACKGROUND:

In order for Center High School to have voting privileges at CIF (California Interscholastic Federation) meetings, the board must approve the appointment of representatives per California Education Code 33353 (a) (1). Attached is the recommended representatives.

RECOMMENDED BOARD ACTION:

Approve of the appointment of the designated representatives.

2023-2024 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2023.**

Center Joint Unified School District/Governing Board at its 8/16/23 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2023-2024 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Center High School

<u>NAME OF REPRESENTATIVE</u> Jerald Ferguson	<u>POSITION</u> Principal
<u>ADDRESS</u> 3111 Center Court Lane	<u>CITY</u> Antelope <u>ZIP</u> 95843
<u>PHONE</u> (916)338-6422 <u>FAX</u> (916)338-6370	<u>E-MAIL</u> jferguson@centerusd.org

NAME OF SCHOOL Center High School

<u>NAME OF REPRESENTATIVE</u> Roy Jaime	<u>POSITION</u> Asst. Principal
<u>ADDRESS</u> 3111 Center Court Lane	<u>CITY</u> Antelope <u>ZIP</u> 95843
<u>PHONE</u> (916)338-6331 <u>FAX</u> (916)338-6370	<u>E-MAIL</u> rjaime@centerusd.org

NAME OF SCHOOL Center High School

<u>NAME OF REPRESENTATIVE</u> Jeff Wise	<u>POSITION</u> Athletic Director
<u>ADDRESS</u> 3111 Center Court Lane	<u>CITY</u> Antelope <u>ZIP</u> 95843
<u>PHONE</u> (916)338-6420 <u>FAX</u> (916)338-6370	<u>E-MAIL</u> jaw@centerusd.org

NAME OF SCHOOL

<u>NAME OF REPRESENTATIVE</u>	<u>POSITION</u>
<u>ADDRESS</u>	<u>CITY</u> <u>ZIP</u>
<u>PHONE</u> <u>FAX</u>	<u>E-MAIL</u>

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

Superintendent's or Principal's Name _____ Signature _____

Address _____ City _____ Zip _____

Phone _____ FAX _____

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.

Agenda Item: XIV-15



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Michael Jordan,
Special Education Department

Initials:
MDJ

SUBJECT: MOU to continue special education services at the Ralph Richardson School in the San Juan Unified School District for a student who recently moved into the Center Joint Unified School District.

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

This MOU is for a special education student with significant medical needs that the CJUSD cannot provide. This MOU will allow this student to continue at the Ralph Richardson School in the San Juan Unified School District, which is equipped to handle the needs of this student. This is a more cost-effective way to obtain the services that this student needs, as listed in their IEP.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees ratify this Memorandum of Understanding with San Juan Unified School District.

Memorandum of Agreement

Between CENTER JOINT UNIFIED SCHOOL DISTRICT (CJUSD) (District of Residence-DOR) and
SAN JUAN UNIFIED SCHOOL DISTRICT (SJUSD) (District of Service-DOS)

Purpose of this Agreement:

The purpose of this agreement is to outline the programmatic duties and fiscal responsibilities of the parties entering into this agreement for DOR student(s) from August 10, 2023, through June 4, 2024. This agreement provides for a student who resides in the CJUSD attendance boundaries to be placed in a special education program in the SJUSD. Both parties agree to collaboratively work through any matters that are not explicitly cited in this agreement.

Responsibilities of the District of Service:

- a. Provide instruction and services and all specialized academic instruction outlined in the student's individualized education plan (IEP).
- b. Collaborate with district DOR in making relevant teachers and personnel available to attend IEP meetings and other meetings educationally necessary.
- c. Provide supports and services with appropriate staff to ensure all elements of the IEP are implemented appropriately.
- d. Cooperate and collaborate with the DOR in investigating and responding to compliance and due process complaints involving the special education program the student is receiving.
- e. Account and report student attendance and claim related apportionment.

Responsibilities of the District of Residence:

- a. Send an authorized representative to all IEP team meetings convened for the student.
- b. Arrange for and provide transportation for this student.
- c. Retain ultimate authority and responsibility for the provision of a FAPE to the student while residing in the DOR.
- d. Fund the placement for this student as outlined in this agreement.
- e. Student will be required to complete and remain in good standing in comportment with all requirements related to the Inter District transfer process of the DOS.

Payment for Services:

SJUSD will invoice \$7,955.31 quarterly per student, prorated based on the student's enrollment, for all services rendered by SJUSD during the Term of this MOU and extended school year.

CJUSD shall remit payment to SJUSD within 45 days.

APPROVED AND ACCEPTED:

Name: Vanessa Adolphson,

Title: Special Education Director

Signature: _____ Date: _____

Name: Michael Jordan

Title: Director of Curriculum, Instruction, and Special Education

Signature: Michael D. Jordan Date: 7/25/23

APPROVED AS TO FORM

Linda C.T. Simlick 6/17/2024
General Counsel, SJUSD Date

Agenda Item: XIV-16



AGENDA ITEM

BOARD OF TRUSTEES*Nancy Anderson**Howard Ballin**Steven Bruno**Delrae M. Pope**Adrianna Sammons***SUPERINTENDENT***Scott A. Loehr***MEETING DATE:** August 16, 2023**TO:** Center Joint Unified School District Board of Trustees**FROM:** Mike Jordan**Initials:**

Director of Special Education

MDJ

SUBJECT: Memorandum of Understanding with the San Juan Unified School District to provide a Deaf and Hard of Hearing (DHH) program for two CJUSD students.☒ **Action Item**☐ **Information Item****Attached Pages** 1**BACKGROUND:**

The Center Joint Unified School District has two students who qualify for Deaf and Hard of Hearing (DHH) programs that the CJUSD cannot offer. Therefore, the CJUSD contracts with the San Juan Unified School District, which has such programs. There are two students the CJUSD will be contracting for this school year.

RECOMMENDED BOARD ACTION:

The CJUSD Special Education Department recommends that the CJUSD School Board approves the Memorandum of Understanding with the San Juan Unified School District as written to provide a Deaf and Hard of Hearing (DHH) program for two CJUSD students.

Memorandum of Agreement
Between Center Joint Unified School District (District of Residence-DOR) and
SAN JUAN UNIFIED SCHOOL DISTRICT (District of Service-DOS)

Purpose of this Agreement:

The purpose of this agreement is to outline the programmatic duties and fiscal responsibilities of the parties entering into this agreement for DOR student(s) from 08/10/23 through 06/04/24. This agreement provides for a student who resides in the Center Joint Unified School District attendance boundaries to be placed in a special education program in the San Juan Unified School District. Both parties agree to collaboratively work through any matters that are not explicitly cited in this agreement.

Responsibilities of the District of Service:

- a. Provide instruction and services and all specialized academic instruction outlined in the students individuated education plan(IEP).
- b. Collaborate with district DOR in making relevant teachers and personnel available to attend IEP meetings and other meetings educationally necessary.
- c. Provide supports and services with appropriate staff to ensure all elements of the IEP are implemented appropriately.
- d. Cooperate and collaborate with the DOR in investigating and responding to compliance and due process complaints involving the special education program the student is receiving.
- e. Account and report student attendance and claim related apportionment.

Responsibilities of the District of Residence:

- a. Send an authorized representative to all IEP team meetings convened for the student.
- b. Arrange for and provide transportation for this student.
- c. Retain ultimate authority and responsibility for the provision of a FAPE to the student while residing in the DOR.
- d. Fund the placement for this student as outlined in this agreement.
- e. Student will be required to complete and remain in good standing in comportment with all requirements related to the Inter District transfer process of the DOS.

Payment for Services:

San Juan Unified School District will invoice \$6, 214.73 quarterly per student, prorated based on the student's enrollment, for all services rendered by SJUSD during the Term of this MOU and the Extended School Year.

Center Joint Unified School District shall remit payment to San Juan Unified School District within 45 days.

APPROVED AND ACCEPTED:

Name: Vanessa Adolphson,

Title: Special Education Director


Signature: _____ Date: _____

Name: _____

Title: _____

Signature: _____ Date: _____

APPROVED AS TO FORM

 6/19/2024
Linda C.T. Simlick
General Counsel, SJUSD

Agenda Item: XIV-17



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Michael Jordan,
Curriculum and Instruction Department

Initials:
MDJ

SUBJECT: Instructional Services Agreement with Sierra College for Dual Enrollment Courses

☒ **Action Item**

☐ **Information Item**

Attached Pages 9

BACKGROUND:

Center High School has a long history of offering students dual enrollment courses through Sierra College. Center High students receive high school and college credit for these courses at no cost to families or the CJUSD school district. This MOU will continue the dual enrollment partnership for the 2023-24 school year.

RECOMMENDED BOARD ACTION:

The Department of Curriculum and Instruction recommends the CJUSD School Board enthusiastically approve this Instructional Services Agreement and continue this valuable partnership with Sierra College.

INSTRUCTIONAL SERVICES AGREEMENT

*A Partnership between the Sierra College Joint Community College District and
Center Joint Union School District*

This Agreement is made and entered into as of the date last written below by and between the Sierra Joint Community College District, 5100 Sierra College Boulevard, Rocklin, CA 95677 (hereinafter referred to as the COLLEGE) and Center Joint Union School District, 8408 Watt Avenue, Antelope, CA 95843 (hereinafter referred to as the DISTRICT and collectively with the COLLEGE referred to as the PARTIES).

RECITALS

WHEREAS, the DISTRICT desires to offer college-credit bearing courses to its high school students; and

WHEREAS, the COLLEGE desires to provide college-credit bearing courses to the DISTRICT'S high school students; and

WHEREAS, the PARTIES desire to partner together for the purpose of offering dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college, improving high school graduation rates, and helping high school pupils achieve college and career readiness; and

WHEREAS, for the purposes of this agreement, "College and Career Access Pathways" (CCAP) refers to a program of college-credit bearing courses ("CCAP courses") taught to DISTRICT high school students by college-approved high school teachers ("CCAP Faculty"); and

WHEREAS, the CCAP Faculty will be employees of the DISTRICT and paid directly by the DISTRICT to provide instructional services related to the CCAP Courses;

WHEREAS, the COLLEGE will reimburse the DISTRICT for the instructional services for the CCAP courses provided to the DISTRICT and will maintain control over the instructional activities and services of the CCAP Faculty; and

WHEREAS, the legal requirements governing this AGREEMENT are subject to change by the California State Legislature. Current regulations are contained in Title 5 of the California Code of Regulations, Sections 51006, 53410, 55002(a), 55002 (3), 55005, 55232, 58051.5, 58056, 58058, 58058(b), 58102, and 58104, and Education Code Sections 48800, 48801, 58920, 76001(d), 76002, 76004, 76220, 76355, and 84752;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreement herein set forth, the Parties do hereby agree as follows:

TERMS OF AGREEMENT

1. LIAISON

- 1.1. The COLLEGE shall appoint a liaison who will approve all CCAP Faculty in consultation with the academic department of the COLLEGE. (CA Code of Regulations 58056)
- 1.2. The liaison or designee shall provide initial training for CCAP Faculty, conduct site visits, COLLEGE performance evaluations, and strengthen communication between essential elements of the DISTRICT, the COLLEGE, academic departments, and student services. (CA Code of Regulations 58056)
- 1.3. The liaison will keep CCAP Faculty apprised of new curriculum developments, pedagogic innovations, textbook adoptions, educational outcomes, assessment of learning, grading standards, proficiency expectations, and syllabus components. (CA Code of Regulations 58056)

- 1.4. The COLLEGE shall appoint an administrator, the Director for Dual Enrollment, who will serve as the primary point of contact for the program. The Director for Dual Enrollment shall manage the dual enrollment program and ensure communication between essential elements of the DISTRICT, the COLLEGE, and their respective academic and student affairs departments.
 - 1.5. The DISTRICT shall appoint an Administrative Liaison that serves as the primary point of contact for the COLLEGE. The DISTRICT shall also appoint Site Liaisons who serve as the primary point of contact at individual high schools in the DISTRICT.
 - 1.6. The COLLEGE and DISTRICT shall identify data liaisons who will serve as the primary point of contact for sharing student information, in compliance with state and federal privacy laws.
2. ADMISSIONS AND REGISTRATION
- 2.1. CCAP students shall be exempted from the fees and admissions requirements listed in the COLLEGE's Board Policies 5010 and 5030. Admissions and registration shall be governed by all other applicable policies and procedures established by the COLLEGE. (CA Ed Codes 48800, 76001(d), 76004)
 - 2.2. Prior to registering for a CCAP course, students shall complete and submit a CCAP Permission Form, granting parental consent for their high school student to enroll in community college courses.
 - 2.3. Students enrolled in a CCAP course shall not be assessed any fee that is prohibited by Education Code section 49011.
 - 2.4. The DISTRICT shall supply the DISTRICT students with all required texts and materials. The COLLEGE will waive all COLLEGE fees for DISTRICT students enrolling in a CCAP course at the DISTRICT. Pursuant to SB 150 and SB 141 non-resident students admitted and enrolled per this agreement will be exempted from paying non-resident tuition.
 - 2.5. All CCAP courses shall have a minimum enrollment of twenty (20) students unless the COLLEGE and the DISTRICT agree otherwise.
 - 2.6. Students will be enrolled in CCAP courses in compliance with existing COLLEGE enrollment policies.
3. COURSES
- 3.1. The DISTRICT shall request CCAP classes using the processes established by the COLLEGE. All CCAP class offerings must be approved by the COLLEGE and consistent with all Title 5 standards. If a CCAP class is operated on-site by the DISTRICT, the COLLEGE is responsible for the educational courses.
 - 3.2. Courses offered in the DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE campus. (CA Code of Regulations 55002(a), 55232 and CA Ed Code 48801)
 - 3.3. Courses offered in the DISTRICT shall be COLLEGE catalogued courses with the same department designations, course descriptions, numbers, titles, and credits. (CA Code of Regulations 55002(a), 55005, 58102, 58104)
 - 3.4. Courses offered in the DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE. (CA Code of Regulations 55002(3))
 - 3.5. All COLLEGE rules and regulations apply to CCAP courses, except as exempted elsewhere in this Agreement.
 - 3.6. COLLEGE has procedures in place to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures include, but are not limited to; site visits to the site of the CCAP course by one or more representatives of the COLLEGE to ensure that courses offered at the DISTRICT are the same courses offered at the COLLEGE.
 - 3.7. CCAP courses to be offered in the DISTRICT during the span of this AGREEMENT shall be listed in Appendix A.
 - 3.8. Total number of high school students to be served: 545
 - 3.9. Total number of full-time equivalent students projected to be claimed by COLLEGE: 53.48
 - 3.10. Scope, Nature, Time and Location of courses to be offered by the COLLEGE shall be listed in Appendix A.
 - 3.11. Students shall demonstrate their ability to benefit from these courses through their high school transcripts, assessment by appropriate DISTRICT personnel, and placement through COLLEGE processes where applicable.

- 3.12. The COLLEGE certifies that under this agreement, the college courses offered for credit at the DISTRICT do not reduce access to the same course offered at the partnering community college campus.
- 3.13. The COLLEGE certifies that no course offered under this agreement is oversubscribed or has a waiting list.
- 3.14. The COLLEGE certifies that its participation in this CCAP partnership is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in this CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.
- 3.15. Additional CCAP Courses may be added during the span of this AGREEMENT by mutual agreement of the COLLEGE and the DISTRICT and these CCAP Courses shall be identified in a fully executed addendum to this agreement.

4. FACULTY

- 4.1. CCAP Faculty shall be COLLEGE-approved high school teachers who meet the Minimum Qualifications for Faculty and Administrators in California Community Colleges for the discipline in which they are assigned to teach. (CA Code of Regulations 53410)
- 4.2. CCAP Faculty shall be the sole employees of the DISTRICT and the DISTRICT shall be solely responsible for all associated salaries, wages, and benefits due to faculty.
- 4.3. The COLLEGE certifies that under this agreement, a qualified high school teacher teaching a course offered for college credit at the high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college.
- 4.4. CCAP Faculty provided by the DISTRICT shall meet the discipline-specific minimum qualifications established by the COLLEGE. (CA Code of Regulations 53410)
- 4.5. Prior to teaching, CCAP Faculty provided by the DISTRICT shall receive discipline-specific training and orientation from the COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, procedures, record keeping, and instructional responsibilities. (CA Code of Regulations 58058)
- 4.6. CCAP Faculty provided by the DISTRICT may participate in all professional development activities sponsored by the COLLEGE during any semester they teach in the CCAP program and shall be encouraged to participate in ongoing collegial interaction to address course content, course delivery, assessment, evaluation, and/or research and development in the field. (CA Code of Regulations 58058)
- 4.7. CCAP Faculty provided by the DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE risk becoming ineligible to teach CCAP courses at the discretion of the COLLEGE. CCAP Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for part-time faculty of the COLLEGE and by the DISTRICT using the adopted evaluation process for teachers employed by the DISTRICT. The COLLEGE evaluation process includes student surveys. (CA Code of Regulations 58058)
- 4.8. CCAP Faculty must sign an Instructor Agreement, approved by the COLLEGE, and shall meet qualifications required by the COLLEGE. The COLLEGE has the primary right to control and direct the instructional activities of the instructor during the term specified by the contract. (CA Code of Regulations 58058(b); COLLEGE AP 4610)
- 4.9. Discipline and dismissal of CCAP Faculty will be the sole responsibility of the DISTRICT consistent with the relevant dismissal and discipline processes for teachers employed by the DISTRICT.
- 4.10. While this agreement does not call for the use of community college instructors to teach CCAP courses on a high school campus, COLLEGE certifies that any community college instructor teaching a course on a high school campus shall not have been convicted of any sex offense as defined in Section 87100, or any controlled substance offense as defined in Section 87011.
- 4.11. While this agreement does not call for any community college instructor to teach CCAP courses on a high school campus, COLLEGE certifies that any community college instructor teaching a course on a high school campus shall not displace or result in the termination of an existing high school teacher teaching the same course on that high school campus.
- 4.12. While this agreement does not call for any community college instructor to teach any remedial courses on a high school campus, COLLEGE certifies that any remedial course would be offered only to high

school students who do not meet their grade level standard in math or English as assessed and determined by school district, and that any delivery of remedial courses shall involve a collaborative effort between the Parties.

5. ON-SITE SUPERVISION

- 5.1. CCAP Courses will be conducted at Center High School ("SCHOOLS"), which are public school facilities operated by DISTRICT.
- 5.2. CCAP Courses and students shall be under the direct supervision of the CCAP Faculty at the SCHOOL. Student discipline is the responsibility of the DISTRICT.
- 5.3. The COLLEGE will maintain control and direct the instructional activities of the CCAP Faculty and shall outline the duties of the CCAP Faculty in a separate agreement. (CA Code of Regulations 58056)
- 5.4. COLLEGE will provide direction to CCAP Faculty through an instructor's manual, course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide to its hourly on-campus instructors.

6. STUDENTS

- 6.1. Students must meet all COLLEGE prerequisite and placement requirements before enrolling in a CCAP Course. (CA Code of Regulations 51006,58051.5, and CA Ed Code 76002)
- 6.2. Grades earned by students enrolled in CCAP Courses will be posted on official COLLEGE and DISTRICT transcripts. (CA Ed Code 76220)
- 6.3. Students enrolled in CCAP Courses will be directed to the official catalog of the COLLEGE.
- 6.4. Students enrolled in CCAP Courses shall have access to student support services programs available at the COLLEGE for which they may be eligible.
- 6.5. Students who withdraw from a CCAP Course will not receive any COLLEGE credit for work completed. All COLLEGE enrollment, attendance, grading, and repeatability regulations apply to CCAP courses.
- 6.6. Students enrolled in a CCAP Course will be held to a comparable level of rigor to all courses offered at the COLLEGE.
- 6.7. Students with disabilities who are enrolled in CCAP courses are eligible to receive accommodations in adherence with the COLLEGE policies and procedures. Appropriate accommodations will be provided through the COLLEGE Disabled Students Programs and Services Office.
- 6.8. Student discipline is the responsibility of the DISTRICT. Instances of student dishonesty are subject to COLLEGE policy.
- 6.9. Participation in a CCAP course is limited solely to eligible high school students.

7. ASSESSMENT

- 7.1. Students enrolled in CCAP Courses shall be held to the same standards of achievement as students on the COLLEGE campus. (CA Ed Code 48801)
- 7.2. Students enrolled in CCAP Courses shall be held to the same grading standards as those expected of students in on campus COLLEGE sections.
- 7.3. Students enrolled in CCAP Courses shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in on campus COLLEGE sections.

8. EVALUATION

- 8.1. The COLLEGE and the DISTRICT may conduct student evaluations for each CCAP Course offered in the SCHOOL. (CA Ed Code 58920)
- 8.2. The COLLEGE and the DISTRICT may survey and collect data on alumni of CCAP Courses after they graduate from the DISTRICT. (CA Ed Code 76220)
- 8.3. The COLLEGE and the DISTRICT may annually conduct surveys of participating high school instructors, principals, and guidance counselors.
- 8.4. The COLLEGE and the DISTRICT shall share survey data for the purpose of informing practice, making adjustments, and improving the quality of CCAP Course delivery.

9. RECORDS

- 9.1. Records of student attendance and achievement (grades) for all DISTRICT students who enroll in a CCAP course shall be maintained by the DISTRICT and open for review at all times by officials of the COLLEGE. (CA Ed Code 76220)
- 9.2. Records of student attendance and achievement (grades) for all DISTRICT students who enroll in a CCAP Course shall be kept by the instructor and submitted to the COLLEGE using the COLLEGE's usual processes. (CA Ed Code 76220)
- 9.3. In engaging in the information exchange described in this section, DISTRICT and COLLEGE will both comply with state and federal privacy laws with regard to all student records for students enrolled in a CCAP Course. This includes protecting student records from unauthorized disclosure or transmission to unauthorized third parties. The College is committed to the protection and confidentiality of student educational records by adhering closely to the guidelines established by the Family Educational Rights and Privacy Act (FERPA) which is federal legislation established to regulate access and maintenance of student educational records. Federal and state laws relating to the privacy of student records may differ from those regulations governing California high school students.
- 9.4. The DISTRICT and COLLEGE may share student information for program management and program improvement purposes, using identified data liaisons and in accordance with FERPA regulations.

10. REIMBURSEMENT

- 10.1. The DISTRICT shall invoice the COLLEGE at the end of each semester for the instructional services rendered at a rate of \$900.00 per unit delivered to CCAP students.
- 10.2. The COLLEGE shall make payment to the DISTRICT within 30 days of receiving the invoice for instructional services rendered. (CA Ed Code 76355)
- 10.3. The financial arrangements defined herein may be adjusted annually by a duly adopted written amendment to this Agreement, signed by both Parties.
- 10.4. Separate and distinct from the COLLEGE's reimbursement for instructional services, the DISTRICT shall pay the instructor of record a stipend. These stipends are not reimbursable expenses and remain the sole responsibility of DISTRICT.

11. COMPLIANCE

- 11.1. Both the COLLEGE and the DISTRICT certify that they are in compliance with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.
- 11.2. The DISTRICT will be employer of record for purposes of assignment monitoring and reporting to the county office of education.
- 11.3. The DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.
- 11.4. The DISTRICT and the COLLEGE have established protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.
- 11.5. Points of contact for the duration of this agreement:

DISTRICT: Jerald Ferguson, Superintendent

COLLEGE: Nigel Haikins-Appiah Program Director Dual Enrollment

12. INDEMNIFICATION

- 12.1. The DISTRICT agrees to and shall indemnify, save, and hold harmless the COLLEGE and its officers, agents, governing board members and employees from any and all claims, injuries, demands, liabilities, costs, expenses (including reasonable attorneys' fees and court costs), damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence or willful acts of the DISTRICT, its officers, agents, governing board members and employees.

- 12.2. The COLLEGE agrees to and shall indemnify, save, and hold harmless the DISTRICT and its officers, agents, governing board members, and employees from any and all injuries, claims, demands, liabilities, costs, expenses (including reasonable attorneys' fees and court costs), damages, causes of action, losses, and judgments, arising out of the performance of or in connection with this AGREEMENT. The obligation to indemnify shall extend to all claims and losses that arise from the negligence or willful acts of the COLLEGE, its officers, governing board members and employees.

13. INSURANCE

- 13.1. The DISTRICT, in order to protect the COLLEGE, its agents, governing board members, employees and officers and volunteers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, evidence of general liability insurance or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, and property damage insurance of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence with an insurer with a current A.M. Best's rating of no less than A-VII authorized to do such public liability and property damage insurance business in the state of California or otherwise acceptable to the COLLEGE. Said policy of insurance or program of self-insurance shall expressly name the COLLEGE, its agents, employees and officers and volunteers as an additional insured for the purposes of this AGREEMENT. A certificate of insurance including such endorsement shall be furnished to the COLLEGE prior to the commencement of services.
- 13.2. Evidence of Sexual Misconduct coverage shall be included on the evidence of insurance if included in the general liability insurance program. Otherwise, evidence of coverage shall also be provided to the COLLEGE.
- 13.3. The DISTRICT shall provide evidence of automobile liability insurance or an approved program of self-insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence with an insurer with a current A.M. Best's rating of no less than A-VII authorized to do such public liability and property damage insurance business in the state of California or otherwise acceptable to the COLLEGE. Coverage shall include owned, non-owned and hired automobiles.
- 13.4. The DISTRICT shall provide proof of worker's compensation insurance evidencing statutory limits as required by the State of California. The DISTRICT shall also furnish evidence of ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease of Employer's Liability coverage. DISTRICT's insurer shall agree to waive their rights of subrogation by providing an endorsement to the COLLEGE acknowledging such.
- 13.5. DISTRICT shall provide 30-day notice of intent to cancel, non-renew or make material change in coverage for all lines of coverage to COLLEGE.
- 13.6. Any insurance proceeds that are available to the DISTRICT that are broader than or in excess of the specified minimum insurance coverage shall be available to the COLLEGE as an additional insured.

14. FULL FUNDING

- 14.1. A district shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment.
- 14.2. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to a CCAP agreement is authorized attendance for which the community college district shall be credited or reimbursed pursuant to ECS 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity.
- 14.3. The COLLEGE certifies that the direct education costs of the CCAP courses are not being fully funded through other sources.
- 14.4. The DISTRICT certifies that it has not received full compensation for the direct education costs for the conduct of the CCAP Courses from other sources.
- 14.5. The DISTRICT agrees and acknowledges that the COLLEGE will claim apportionment for the students enrolled in CCAP courses.

15. REPORTING

15.1. The COLLEGE, in conjunction with the DISTRICT, shall report annually to the State Chancellor's office the following information:

- i. The total number of high school pupils by school site enrolled in this CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.
- ii. The total number of community college courses by course category and type and by school site enrolled in CCAP partnership participants.
- iii. The total number and percentage of successful course completion, by course category and type and by school site, of CCAP partnership participants.
- iv. The total number of Full-Time Equivalent Student (FTES) generated by CCAP partnership participants.
- v. The total number of full-time equivalent students served online generated by CCAP partnership community college district participants. (CA Ed Code 76004 (t) i (e))

16. NON-DISCRIMINATION CLAUSE

16.1. The COLLEGE affirms that it shall not discriminate against any person in any aspect of education or employment without regard to ethnicity, national origin, religion, age, sex, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he or she is perceived to have one or more of the foregoing characteristics or based on association with a person or group with one or more of these actual or perceived characteristics.

17. TERM OF AGREEMENT

17.1. July 12, 2023 to June 30, 2024

18. TERMINATION OR CHANGES

18.1. Either party may terminate this AGREEMENT at any time by providing 30-days' written notice to the other party. Written notice of termination shall be addressed to the responsible person listed in Item 19 below.

18.2. Upon receiving or providing a notice of termination of this AGREEMENT, the Parties shall develop a mutually agreeable teach-out plan that enables students to complete the CCAP course they are enrolled in and provides for a final invoice from DISTRICT for any remaining instructional services.

18.3. COLLEGE will reimburse DISTRICT 30 days after receiving the final invoice for any remaining instructional services occurring through the teach-out plan.

19. NOTICE TO PERSONS RESPONSIBLE FOR THE IMPLEMENTATION OF THIS AGREEMENT

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

TO THE COLLEGE:

Erik Skinner
Vice President of Administrative Services
Sierra Joint Community College District
5100 Sierra College Boulevard
Rocklin, CA 95677

TO THE DISTRICT:

Jerald Ferguson
Superintendent
Center Joint Union High School District
8408 Watt Avenue
Antelope, CA 95843

Board Date: July 11, 2023

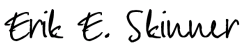
20. MISCELLANEOUS

- 20.1. This Agreement contains all agreements, promises and understandings between the Parties regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either party in any dispute, controversy or proceeding.
- 20.2. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.
- 20.3. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time.
- 20.4. This Agreement and the performance thereof shall be governed interpreted, construed, and regulated by the laws of the state of California. The Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Placer County, California.
- 20.5. This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.
- 20.6. A copy of this Agreement shall be filed with the Chancellor's Office of the California Community Colleges.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the last date written below.

Date: July 12, 2023 | 2:04 PM PDT

Date:

DocuSigned by:

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SIERRA JOINT COMMUNITY COLLEGE DISTRICT

CENTER JOINT UNION SCHOOL DISTRICT

Board Date: July 11, 2023

APPENDIX A

District: Center Joint Union School District Academic Year: 2023-24 Course Times: Regular School Day								
School	Ed Program	# of students to be served	Projected FTES	Course #	Course Name	Units	Number of Expected Units	Term
Center High School		545	53.48			18	44	
	Career-Technical Education			ALH 20	Introduction to Allied Health	1	2	Spring
	General Education			ASTR 2	Introduction to Planetary Systems	3	3	Fall
	General Education			ASTR 5	Introduction to Stars, Galaxies, and the Universe	3	3	Spring
	Career-Technical Education			BUS 215	Personal Finance	3	24	Fall & Spring
	General Education			ENGL 1A	College Reading, Writing, Research	4	8	Fall & Spring
	General Education			MATH 13	Elementary Statistics	4	4	Spring
Total		545	53.48			18	44	

Agenda Item: XIV-18



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Mike Jordan

Initials:

Director of Curriculum, Instruction, & Special Education

MDJ

SUBJECT: Memorandum of Understanding with Sacramento County Office of
Education for Sacramento Consortium Teacher Induction Program

☒ **Action Item**

☐ **Information Item**

Attached Pages 6

BACKGROUND:

CONSULT ANT'S NAME: Sacramento County Office of Education.

SERVICES TO BE RENDERED - SCOE and CJUSD will partner in offering a 2-year Teacher Induction Program (Induction Program) for all teacher candidates needing to Clear their Preliminary Credentials.

DATES OF SERVICE: July 1st, 2023 - June 30th, 2024

RECOMMENDED BOARD ACTION:

CJUSD Board of Trustees ratify the Memorandum of Understanding with Sacramento County Office of Education for Sacramento Consortium Teacher Induction Program.

**District Memorandum of Understanding
Sacramento Consortium Teacher Induction Program
Sacramento County Office of Education
and Center USD**

The Sacramento County Office of Education (SCOE) is the Local Education Agency for SCOE's Sacramento Consortium Teacher Induction Program. SCOE partners with Charter, Private and District programs (Program Partners) to administer a Commission on Teacher Credentialing (CTC) approved, job-embedded, two-year Teacher Induction Program (Induction Program) for General Education Multiple and Single Subject and Education Specialist Clear Credential Candidates beginning in the teacher's first year of teaching in the participating district. This partnership is hereinafter referred to as the Consortium.

The Teacher Induction Program is advised by the Teacher Preparation Advisory Council and is composed of representatives from the SCOE School of Education, Program Partners, and Institutions of Higher Education. It provides feedback and advisement to the Induction and Intern Programs and helps enhance PK-20 education collaboration.

The purpose of the MOU is to establish a formal working relationship between the parties to this agreement and to set forth the operative conditions, which will govern this partnership. SCOE and the participating LEAs will form a partnership in providing and coordinating services as part of the Consortium.

I. Parties

This Memorandum of Understanding (MOU) is entered between the Sacramento County Office of Education (SCOE) and the **Center USD** (District) to implement the Induction Program.

II. Term

The effective dates of this MOU are July 1, 2023 through June 30, 2024. Either party may terminate this agreement upon written notice submitted to the Teacher Preparation Advisory Council no later than 180 days prior to the start of the next school year.

III. Responsibilities - General

A. SCOE shall:

1. Be responsible for ensuring that the Induction Program fulfills the applicable standards of program quality and effectiveness adopted by the CTC and the California Department of Education (CDE) through the development of the Teacher Induction Program.
2. Supply to the CTC and CDE reports and other information as requested on all matters related to program requirements and activities.
3. Employ staff to perform services as described in the Consortium Teacher Induction Program Standards and budget guidelines.
4. Provide a workspace for SCOE's Teacher Induction staff including computer, fax access and telephone, and meeting space for program activities.

5. Develop an annual program budget.
6. Establish a payment schedule and reporting requirements for the fee for service for each eligible credential candidate.
7. Develop and establish contracts with outside vendors for professional services as needed and/or required.
8. Facilitate a process for program implementation and training for all Induction Program credential candidates and Mentors in the Consortium.
9. Provide an induction program orientation for all site administrators within the Consortium that outlines administrators' role in supporting candidates in the implementation of their ILP goal and other program processes.
10. Advise participants of an Early Completion Option for "experienced and exceptional" candidates.
11. Convene the Teacher Preparation Advisory Council and develop other administrative processes in alignment with CTC Teacher Induction Program Standards.
12. Participate in program evaluation.

B. District agrees to the following:

1. The District superintendent (or designee) will serve as the District Advisor. He/she shall provide feedback and support to SCOE's Induction Program Directors and may serve on the Teacher Preparation Advisory Council.
2. Appoint an Induction Program Coordinator according to established guidelines to oversee all Induction Program activities within the District and assume the responsibilities established by the Consortium. Program Coordinator or designee agrees to attend **all** of the following meetings/events annually at SCOE: Fall Coordinator Meeting, Fall Planning Day, Winter Coordinator Meeting, and Spring Planning Day.
3. Assess credential candidates to ensure that they meet enrollment criteria. Enroll and serve eligible credential candidates according to induction requirements and criteria established by the Consortium.
4. Identify all teachers who are in their first year of teaching or first year of teaching in the District and other candidates who are eligible for Program services as described by CTC guidelines by September 29, 2023.
5. Confirm all participants by October 13, 2023 for purposes of invoicing.
6. Identify all school sites with eligible credential candidates and invite all site administrators within the Consortium to attend an orientation that outlines administrators' role in supporting candidates in the implementation of their ILP goal and other program processes.
7. Communicate to all site administrators the Program requirements, including release time for mentors to participate in required observations (2-3 days) and employer input into the Candidate's development of an *Individual Learning Plan (ILP)* within the first 60 days of enrollment in the program. **The ILP will be solely used for professional growth and development of the participating teacher, not for evaluation or employment purposes.**
8. Select experienced teachers as Induction Program Mentors according to established criteria as outlined in CTC's 2016 Teacher Induction Program Standards. Ensure

Mentors' attendance at all required induction events including attendance at required Mentor training.

9. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level, subject matter, and credential.
10. Ensure Mentors will meet in one-to-one consultations with the participating teacher(s) as described in the program.
11. District must assure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring.
12. Arrange for substitute teachers if necessary to allow for Mentors' observations of their credential candidates and candidate observation of peers.
13. Provide on-going information about Induction Program activities to the District's governing board.
14. Participate in required program evaluation.
15. Agree to all completion requirements as stated in the approved induction program pathway.

IV. Responsibilities – Fiscal

- A. SCOE, in its capacity as the Induction Program's LEA, agrees to the following:
 1. Overall fiscal responsibility for the administration of the Induction Program.
 2. Develop and maintain a balanced budget that allocates amounts sufficient to meet the costs of implementing program responsibilities as described in the Sacramento Consortium Teacher Induction Program Budget.
 3. Expend income according to regularly established policies and procedures.
- B. The District agrees to the following:
 1. Pay \$2000 per Teacher Candidate cost-for-service fee per year of a two-year Induction Program. District agrees to pay the full fee unless written notice is provided to SCOE per number 4, below.
 2. In addition to the induction program fee of \$2000, there will be an additional one-time fee of \$500 for Education Specialist Level I candidates who are required to demonstrate competency in Level II content standards via the SCOE Teacher Induction Level II Portfolio process. The \$500 fee will support the review of the candidate's portfolio and recommendation for the clear Education Specialist credential.
 3. Pay \$2,500 cost-for-service fee for each Teacher Candidate who has met the criteria for, and has been accepted as, a candidate for the one year Early Completion Option (ECO), in lieu of the two-year program.
 4. Provide written notice to SCOE of any Teacher Candidate who discontinues program participation. Written notice may be provided via email to Marie Callahan (mcallahan@scoe.net). Refund total is determined **by the date SCOE receives written notice, not the teacher drop date.**

SCOE will provide a refund to the District according to the following schedule:

Date SCOE Receives Written Notice	Amount of Refund
Jul. 1- Oct. 31	100% of Teacher Candidate fee
Nov.1- Dec. 31	50% of Teacher Candidate fee
Jan. 1 - Jan. 31	25% of Teacher Candidate fee
Feb. 1-Jun. 30	No refund

5. Designate a Fiscal Contact to maintain fiscal records related to the District's Induction Program and provide them to the Induction Program upon request.

V. Ownership of Materials

Any and all products developed by the Induction Program are the exclusive property of the Sacramento County Office of Education (SCOE). School districts, their employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the express written permission of SCOE. SCOE and the Induction Program shall have the authority to adapt and adopt materials developed by Induction Program for dissemination purposes.

VI. Compliance with CTC Requirements

Pursuant to Education Code Section 44227 both parties agree to adhere to the General Preconditions (requirements 1-6) established by the CTC, which are attached to this MOU as Attachment 1 and incorporated into the MOU.

VII. General Terms.

A. Entire Contract:

This contract contains the Parties' entire written agreement. Any representations or promises not specifically detailed in this document will not be valid or binding on the Parties to this contract. Any modification to the terms of this contract must be made in writing and signed by all Parties to this contract.

B. Indemnification:

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

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

2. Each party shall be responsible for maintaining the confidentiality of employee data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.

3. The principles of comparative fault shall govern this agreement. This provision shall survive the termination of this agreement.

C. Independent Agents:

This MOU is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association. The employees and agents of each party shall not be entitled to the employment benefits of the other by virtue of this agreement. Each party shall remain responsible for worker's compensation and other employment laws for their respective employees.

D. Nondiscrimination Clause:

Any service provided by either party pursuant to this agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, immigration status, 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.

E. Force Majeure

No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part.

F. Execution of Agreement:

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

G. Signatures:

By affixing its signature to this Contract, each Party warrants and represents that each has the authority to enter into this contract and to perform all obligations under the contract, and further that the signatory of this contract is authorized to legally bind the Party.

By: Ivan Myrick
Signature of Authorized Official
Sacramento County Office of Education

Ivan Myrick

Title: Director, Financial Services

Date: 5-10-23

By: _____
Signature of Authorized Official
Center USD

Printed Name:

Title:

Date:



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/16/23

TO: Center Joint Unified School District Board of Trustees

FROM: Larry Davenport- FBLA Advisor

Initials:

JF

SUBJECT: Approval for overnight stay at Future Business Leaders of America National Leadership Conference in Atlanta Georgia.

☒ **Action Item**

☐ **Information Item**

Attached Pages _____

BACKGROUND:

Center high School seniors Maggie Zhang and Chiamaka Ihejerika qualified for the Future Business Leaders of America National Leadership Conference/Competition in Atlanta Georgia. The conference was from June 26 to July 1st. The students were supervised at the conference and during the trip by Center High School teacher and advisor Kristen Clements. Additionally, fellow advisors from Colusa High School and Wheatland High School were in attendance and monitoring all section students.

The trip was being funded by the site CTEIG grant. Students were expected to pay for their own meals during the trip.

Maggie Zhang had prior to this, finished 2nd in the state of California in Computer Applications and Local Chapter Annual Business Report and Amaka Ihejerika finished 3rd in the state of California in Public Speaking. Each of their accomplishments is truly amazing as there were upwards of 3500 students competing at the state level. Both students were excited to represent Center High School at the National Competition before heading off to UC Irvine (Maggie) and Harvard (Amaka) to begin their collegiate journeys.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees ratify overnight stay at Future Business Leaders of America National Leadership Conference in Atlanta Georgia



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Michael Jordan

Initials:

Director of Curriculum, Instruction, and SpEd

MDJ

SUBJECT: AVID Contract Renewal

☒ **Action Item**

☐ **Information Item**

Attached Pages 2

BACKGROUND:

The CJUSD is renewing the annual membership contract to continue the AVID Program at Wilson C. Riles Middle School and Center High School. AVID (Advancement via Individual Determination) has been a program on CJUSD campuses for decades that prepares students for college.

RECOMMENDED BOARD ACTION:

The Curriculum and Instruction Department recommends that the Board ratify the AVID renewal agreement.

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-87325
 Client: Center Joint Unif Sch Dist
 Address: 8408 Watt Ave
 Antelope, CA 95843

AVID Center Representative: Veronica Martinez
 Phone: (858) 654-5117
 Email: vmartinez@avid.org

Effective Date: July 01, 2023

Expiration Date: June 30, 2024

Center High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,349.00	\$4,349.00
1	AVID Weekly Secondary	\$675.00	\$660.00
Center High School SUBTOTAL:			\$5,009.00

Wilson C Riles Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,349.00	\$4,349.00
1	AVID Weekly Secondary	\$675.00	\$660.00
Wilson C Riles Middle School SUBTOTAL:			\$5,009.00

TOTAL: \$10,018.00

plus all applicable taxes

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

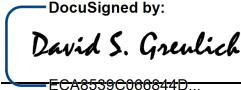
AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

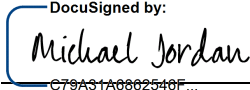
- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Center Joint Unif Sch Dist

Sign: 
Print Name: David S. Greulich
Title: Controller
Date: 6/5/2023 | 8:04 AM PDT
Email: contracts@avid.org

Sign: 
Print Name: Michael D. Jordan
Title: Director of C&I
Date: 6/2/2023 | 1:41 PM EDT
Email: mikejordan@centerusd.org

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594



AGENDA ITEM

BOARD OF TRUSTEES

Nancy Anderson
Howard Ballin
Steven Bruno
Tabia Lee, EdD
Delrae M. Pope

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/16/23

TO: Center Joint Unified School District Board of Trustees

FROM: Tracey Seivert-Principal at North Country Elementary

Initials:
TS

SUBJECT: Professional Services Agreement: ExplorIt Science Center's Family Science Night September 14, 2023

☒ Action Item

☐ Information Item

Attached Pages 6

BACKGROUND:

Consultant's Name: ExplorIt Science Center

Company Name (if applicable): ExplorIt Science Center

Services to be Rendered: ExplorIt Science Center will provide 16 Science Stations around Geology, Biology, engineering, plant cycles, animal science, nutrition, the human body, and fossils/rock crystals. All topics and activities tie to the Next Generation Science Standards for our N. Country Families to enjoy.

Date(s) of Service: September 14, 2023 from 5:30-7:00 p.m.

Payment Per Hour: N/A

Total Amount of Contract: 976.08

Funding Source: Title 1-Goal 3: Expand student & family engagement opportunities and increase awareness about events.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the Professional Services Agreement for ExplorIt Science Center's Family Science Night at North Country Elementary on September 14, 2023.



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

PROFESSIONAL SERVICES AGREEMENT

This agreement for professional services is entered into this 18th day of July, 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: Explorit Science Center

Address: 3141 5th Street, Davis, CA 95617

Phone: 530-756-0191

Taxpayer ID #: 68-0010584

*Full description of services to be provided:

Family Science Night on September 14, 2023 which will have science stations set up in the North Country cafeteria for families to explore and learn about the scientific world around them.

*One Payment of \$976.08 to help expand student and family engagement opportunities (SPSA Goal #3) for families to explore science stations and activities. Payment will be upon completion of family science night.

*Beginning Date of Service: September 14, 2023

*Ending Date of Service: September 14, 2023

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 \$ 976.08 Budget #

Reason service cannot be provided by a District employee: Specialty Service
One time money-not an ongoing position

Signature of CONTRACTOR* *Chad Jansen* (Explorit Science Center) Date*: 7/19/23

Signature of District employee requesting service: <u>Traciuta</u>	Date: <u>7/20/23</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? <i>Refer to page 1 for individuals listed in IRS Publication SWR 40 and others identified during the IRS compliance studies in San Diego County.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Is the individual working as an employee prescribed by the Education Code? <i>Education Code sections 45100-45451/88000-88263 define what constitutes classified service and 44800-45060/87000-87333 define certificated service. The IRS predisposes an employer/employee relationship when state law mandates such a relationship.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Is the individual already an employee of the district in another capacity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Has the individual performed substantially the same services for the district as an employee in the past? <i>Is the individual retired, returning to substitute, or train, etc.?</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Are there currently employees of the district doing substantially the same services as will be required of this individual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Does the district have the legal right to control the method of performance by this individual? <i>Consider whether the district has to train this individual or give instruction as to when, where, how, and in what order to work. Does the district require the individual to submit reports or perform the services at a district site? These factors would indicate the district maintains control sufficient for an employer/employee relationship. However, it is <u>not necessary</u> that the district exercise this right or have the expertise required to do so. In many cases this would not be practical nor advisable.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Are the services, as being provided, an integral part of school operations? <i>Are the services being provided necessary to the operation of the school, program, project, etc.? This indicates the district has an interest in the method of performance, and implies the maintenance of legal control.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

STOP HERE

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

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

PART II

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

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

PART II - continued

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

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

STOP HERE

and process the individual through payroll.

If 11 and 12 are both "YES", continue

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

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Explorit Science Center	
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 checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 3141 5th Street,	Requester's name and address (optional)
6 City, state, and ZIP code Davis, CA 95618	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
68 - 0010584	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 3/13/23
-----------	--	----------------

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

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/16/23

TO: Center Joint Unified School District Board of Trustees

FROM: Jerald Ferguson, Principal

Initials:

JF

SUBJECT: Algebra Waiver

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

Center High School is requesting a waiver of the graduation requirement of completing Algebra 1 or equivalent course for the students listed on attached letter (by student identification number) with an Individual Education Plan (IEP) and who qualify for a waiver per California Education Code 56101.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the Algebra Waivers for the listed students (indicated by student numbers).



CENTER HIGH SCHOOL

"Home of Scholars and Champions"

3111 Center Court Lane, Antelope, CA 95843

www.chs.centerusd.org

Jerald Ferguson, Principal

(916) 338-6422

(916) 338-6370

To: CJUSD Board of Trustees
From: Jerald Ferguson, CHS Principal
Date: 7/25/23
Re.: Algebra Waivers

Center High School is requesting a waiver of the graduation requirement of completing Algebra 1 or equivalent course for the students listed below (by student identification number) with an Individual Education Plan (IEP) and who qualify for a waiver.

47300

46720

49663

47742

54465

Per California Education Code 56101,

A public agency, as defined in Section 56028.5, may request the board to grant a waiver of any provision of this code or regulations adopted pursuant to that provision if the waiver is necessary or beneficial to the content and implementation of the pupil's individualized education program and does not abrogate any right provided individuals with exceptional needs and their parents or guardians under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.), or affect the compliance of a local educational agency with the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.), Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), and federal regulations relating thereto.



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/16/2023

TO: Center Joint Unified School District Board of Trustees

FROM: Danielle Stout - Center High School

Initials:

JF

SUBJECT: Field Trip to Fresno State, September 23.

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

The AVID program would like to take AVID High School students to Fresno State for Higher Education Day on September 23rd. It would be a Saturday trip, and entails check-in at 3:30 for a tour of both campus and housing facilities, followed by a football game. The students will also be provided with meal vouchers at the stadium for hot dog, chips and soda.

Attached is the flyer for the event.

Eligible participants would be students in good academic standing enrolled in the AVID program, with the number limited to 50-54 depending on the size of the bus and filled on a first-come-first served basis. As it is a Saturday event, no classes will be missed.

Supervision will be myself, VP Jaime, and one other staff member.

Thank you for your consideration.

RECOMMENDED BOARD ACTION:

CJUSD Board approve of the field trip to Fresno State.

Save the Date

HIGHER EDUCATION DAY



VS



3:30PM CHECK IN | 7:30PM KICK OFF

SEPT. 23, 2023

\$25 INCLUDES:

- GAME TICKET
- MEAL(HOT DOG, CHIPS, DRINK)
- CAMPUS TOUR & PANEL

CONTACT: AARON JOHNSON
aaronjohnson@csufresno.edu





AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023
TO: Center Joint Unified School District Board of Trustees
FROM: Richard Putnam
Director of Facilities
INITIALS: RP
SUBJECT: Agreement with Riverside Technologies, Inc. to install alarms at Spinelli, Wilson C. Riles and Center High

☒ **Action Item**

☐ **Information Item**

Attached Pages 2

BACKGROUND:

Riverside Technologies, Inc was asked to provide a quote to supply and install alarm systems at Spinelli, Wilson C. Riles and Center High. The Director of Facilities approved the quote and asked them to proceed.

This will include alarm consoles, wireless hubs, horn speakers, motion sensors which include door sensors, cabling services and engineering services also includes 5-year licenses for system.

Cost for 3 schools is \$198,490.56

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees ratify the agreement with Riverside Technologies, Inc to supply and install a wireless alarm system at Spinelli, Wilson C. Riles and Center High.



Verkada Alarms for Center High

Quote #CB101291 v1

Prepared For:

Center Joint Unified School District

Main
Eugene Graham
8408 Watt Ave.

Antelope, CA 95843

P: (916) 338-6336

E: egraham@centerusd.org

Contract:

Prepared by:

Riverside Technologies, Inc.

Chass Beving
748 N 109th Court
Omaha, NE 68154

P: 866.804.4388

E: cbeving@riversidetechnologies.com

Date Issued:

07.05.2023

Expires:

09.15.2023

Spinelli Alarms		Price	Qty	Ext. Price
BZ11-HW	BZ11 Horn Speaker	\$719.00	3	\$2,157.00
BH61-HW	BH61 Wireless Hub	\$899.00	4	\$3,596.00
LIC-BA-5Y	5-Year Alarm License	\$6,750.00	1	\$6,750.00
LIC-BH-5Y	5-Year Wireless Alarm Hub License	\$899.00	4	\$3,596.00
LIC-BZ-5Y	5-Year Horn Speaker License	\$809.00	3	\$2,427.00
BR32-HW	BR32 Wireless Motion Sensor	\$179.00	47	\$8,413.00
BR31-HW	BR31 Wireless Door Sensor	\$179.00	1	\$179.00
BC82-HW	BC82 Alarm Console	\$1,349.00	2	\$2,698.00
LIC-BC-5Y	5-Year Alarm Console License	\$899.00	2	\$1,798.00
Subtotal:				\$31,614.00

WCR Alarms		Price	Qty	Ext. Price
LIC-BA-5Y	5-Year Alarm License	\$6,750.00	1	\$6,750.00
BC82-HW	BC82 Alarm Console	\$1,349.00	4	\$5,396.00
LIC-BC-5Y	5-Year Alarm Console License	\$899.00	4	\$3,596.00
BH61-HW	BH61 Wireless Hub	\$899.00	10	\$8,990.00
LIC-BH-5Y	5-Year Wireless Alarm Hub License	\$899.00	10	\$8,990.00
BZ11-HW	BZ11 Horn Speaker	\$719.00	3	\$2,157.00
LIC-BZ-5Y	5-Year Horn Speaker License	\$809.00	3	\$2,427.00
BR32-HW	BR32 Wireless Motion Sensor	\$179.00	72	\$12,888.00
BR31-HW	BR31 Wireless Door Sensor	\$179.00	9	\$1,611.00
Subtotal:				\$52,805.00

CHCHS Alarms		Price	Qty	Ext. Price
BZ11-HW	BZ11 Horn Speaker	\$719.00	6	\$4,314.00
BH61-HW	BH61 Wireless Hub	\$899.00	9	\$8,091.00
LIC-BA-5Y	5-Year Alarm License	\$6,750.00	1	\$6,750.00



CHCHS Alarms		Price	Qty	Ext. Price
LIC-BH-5Y	5-Year Wireless Alarm Hub License	\$899.00	9	\$8,091.0
LIC-BZ-5Y	5-Year Horn Speaker License	\$809.00	6	\$4,854.0
LIC-BC-5Y	5-Year Alarm Console License	\$899.00	9	\$8,091.0
BR32-HW	BR32 Wireless Motion Sensor	\$179.00	98	\$17,542.0
BC82-HW	BC82 Alarm Console	\$1,349.00	9	\$12,141.0
BR31-HW	BR31 Wireless Door Sensor	\$179.00	13	\$2,327.0
			Subtotal:	\$72,201.0

RTI Cabling		Price	Qty	Ext. Price
RTI-SVC-CBL	Cabling Services <ul style="list-style-type: none"> BICSI certified plenum rated Cat 6 data runs for new access control components up to Qty - 50 Professional Installation services for new access controllers, hubs, speakers, wireless motion and door sensors 	\$27,564.50	1	\$27,564.5
			Subtotal:	\$27,564.5

RTI Engineering		Price	Qty	Ext. Price
RTI-SVC-ENG	Engineering Services <ul style="list-style-type: none"> Configure (15) BC82 Alarm Consoles Configure (23) BH61 Wireless Alarm Hubs Configure (12) BZ11 Horn Speakers Configure (240) BR32 Motion and BR31 Door Sensors 	\$3,821.00	1	\$3,821.0
			Subtotal:	\$3,821.0

Shipping		Price	Qty	Ext. Price
Shipping	Shipping & Handling	\$3,077.78	1	\$3,077.7
			Subtotal:	\$3,077.7

Quote Summary			Amount
Spinelli Alarms			\$31,614.00
WCR Alarms			\$52,805.00
CHCHS Alarms			\$72,201.00
RTI Cabling			\$27,564.50
RTI Engineering			\$3,821.00
Subtotal:			\$188,005.50
Shipping:			\$3,077.71
Estimated Tax:			\$7,407.28
Total:			\$198,490.50

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

 11-5-2023



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Richard Putnam
Director of Facilities
Initials: RP

SUBJECT: Amendment #2 to the Agreement between Nacht & Lewis and Center Joint Unified School District for the Center High School Modernization Project - DSA #02-117487

☒ **Action Item** ☐ **Information Item** **Attached Pages** 7

BACKGROUND:

The Center High School Modernization project requires additional services to be provided by Nacht & Lewis. CPM asked Nacht & Lewis to provide a proposal to proceed with the project that was paused during the wait for state funding

The project has not yet received state funding and is anticipated to be presented to the SAB (School Allocation Board) this fall. The project has an approved DSA application that will expire on 11-7-2023. The District received the recommendation from DSA and Nacht & Lewis to pursue a small project related to this application in order to proceed with construction to ensure that the expiration will not occur.

If state funding is denied, the District only risks the cost for Phase 1 construction work which is planned to be a small painting project on the Center High School site.

This amendment breaks the agreement tasks into two phases, updates the schedule and the billing rates for staff for 2023-2025.

The Amendment #2 will increase the Agreement dated May 3, 2018 by EIGHTY-THREE THOUSAND, THREE HUNDRED EIGHT DOLLARS AND NO CENTS(\$83,308.00)

The Total Fixed Fee for Basic and Professional Services not to exceed NINE HUNDRED SIXTY-NINE THOUSAND, EIGHT HUNDRED FIFTY-EIGHT DOLLARS AND NO CENTS(\$969,858.00).

The Total Fixed Fee for Topographic Survey not to exceed THIRTEEN THOUSAND DOLLARS AND NO CENTS(\$13,000.00)

The Total Reimbursable Allowance not to exceed FIVE THOUSAND DOLLARS AND NO CENTS(\$5,000.00)

Original agreement was Board Approved on May, 2 2018 - \$904,550.00

Amendment #1 was Board Approved on August 15, 2018 - No Increase - Defining compensation as it is related to reimbursement.

RECOMMENDED BOARD ACTION:

The Board of Trustees approve the stipulated sum in Amendment #2 to the agreement between Nacht & Lewis and Center Joint Unified School District for the Center High School Modernization Project.

Contract Amendment #2 – August 16, 2023

Center High School Modernization Project

Agreement dated May 3, 2018 between CENTER JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and NACHT & LEWIS ("ARCHITECT"), collectively as the "PARTIES" for schematic design, design development, and construction document services in connection with the Center High School Hardship Modernization Project ("PROJECT").

This Amendment extends the Schedule of Work and allocation of the Total Fixed Fee as described in Article X and Exhibit "B" to restart the project. This Amendment will increase the contract from Nine Hundred Four Thousand Five Hundred Fifty and NO/100 Dollars (\$904,550.00) to Nine Hundred Eighty-seven Thousand Eight Hundred Fifty-eight and NO/100 Dollars, (\$987,858.00), an increase of Eighty-three Thousand Three Hundred Eight and NO/100 Dollars (\$83,308.00). This Amendment also updates the list of Employees cleared to come on District Campuses as described in Exhibit "E" and includes an updated Hourly Rate schedule for Additional Services to Exhibit "D".

REPLACE Exhibit "B", Project Schedule and Architect's Fees with the attached.


REPLACE Exhibit "D", Architect's Hourly Rates for Preauthorized Additional Services with the attached.

REPLACE Exhibit "E", Architect's DOJ Agreement and List of Employees Required to be Cleared to Come on District Campuses with the attached.

The PARTIES, through their authorized representatives, have executed this AMENDMENT #2 of the AGREEMENT as of the day and year first written above.

ARCHITECT:
Nacht & Lewis

DISTRICT:
Center Joint Unified School District

By: 
Its: Brian J. Maytum, AIA

By: _____

Its: _____

Principal / Vice-President
8/1/2023

EXHIBIT "B"
PROJECT SCHEDULE AND ARCHITECT'S FEES

Project Schedule:

ARCHITECT shall complete the Professional Services described in Article II, within timeframes established below:

Notice to Proceed: May 3, 2018

Schematic Design Phase: May 3, 2018 – August 16, 2018 (Completed)

- Start of Schematic Design Phase – May 3, 2018
- Conceptual Design – May 3, 2018 – June 13, 2018
- Conceptual Design review meeting – June 14, 2018
- Schematic Design - June 15, 2018 – August 2, 2018
- Schematic Design review meeting and estimating – August 3, 2018 – August 16, 2018

Design Development Phase: August 17, 2018 – October 25, 2018 (Completed)

- Start of Design Development Phase – August 17, 2018
- Design Development – August 17, 2018 – October 11, 2018
- Design Development review meeting and estimating – October 12, 2018 – October 25, 2018

CDE Preliminary Review: June 28, 2018 – September 19, 2018 (Completed)

- CDE Preliminary submittal – June 28, 2018
- Receive CDE review comments* - TBD
- Respond to CDE review comments – TBD
- Obtain CDE Preliminary Plan approval* - September 19, 2018

Construction Document Phase: October 26, 2018 – February 6, 2019 (Completed)

- Start of Construction Document Phase – October 26, 2018
- Construction Document – October 26, 2018 – November 15, 2018
- 50% Construction Document Submittal and Review Meeting – November 16, 2018
- 100% Construction Document submittal – November 19, 2018 – December 11, 2018
- 100% Construction Document, Constructability Review – December 12, 2018 – January 15, 2019
- 100% Construction Document, Constructability Review Meeting & Incorporate Constructability Review Comments– January 16, 2019 – February 5, 2019
- 100% Construction Document submittal cost estimate and District Review – February 6, 2019

Projected Agency Approval Phase: February 7, 2019 – July 24, 2019 (Completed)

- CDE Final Submittal – TBD
- Receive CDE review comments* - TBD
- Respond to CDE review comments - TBD
- Obtain CDE Approval - TBD
- DSA Submittal – February 7, 2019

- Receive DSA review comments* - TBD
- DSA Back Check Comment Response and Corrections – TBD
- DSA Back Check Meetings* – TBD
- DSA Approval* – July 24, 2019
- DSA Approved CD Cost Estimate – TBD
- Received DSA approved plans and approval letter* - November 8, 2019

Bid and Award Phase (Painting Scope – Phase 1) : August 14, 2023 – September 20, 2023

- Project out-to-bid – August 14, 2023
- Bids Due – August 30, 2023
- Contractor Notice of Intent to Award – September 5, 2023
- Board Meeting to Approve Construction Contract – September 20, 2023

Construction Phase (Painting Scope – Phase 1): October 1, 2023 – November 15, 2023

- Contractor Notice to Proceed – October 2, 2023
- Pre-construction submittals – October 5, 2023
- Start of Construction – October 9, 2023
- Punch list and Final Cleaning – November 6, 2023
- Final Completion – November 15, 2023

Lease Leaseback

Procurement Phase (Balance of Project – Phase 2) : September 5, 2023 – October , 2023

- RFQ released for LLB entity – September 5, 2023
- Responses Due – September 28, 2023
- Contractor Notice of Intent to Award – October 6, 2023
- **Board Meeting to Approve LLB Construction Services Agreement – October 18, 2023

Construction Phase (Balance of Project – Phase 2): October 19, 2023

- Contractor Notice to Proceed – October 25, 2023
- Pre-construction services - GMP – December 15, 2023
- Start of Construction – May 1, 2024
- Punch list and Final Cleaning – October 31, 2024
- Final Completion – November 15, 2024

Project Close Out (Phases 1 and 2): November 16, 2024 – March 31, 2025

- Construction Contract Closeout Submittals Due – November 30, 2024
- Construction Contract Closeout Submittals Review Complete – December 31, 2024
- Submit required documents from ARCHITECT to DSA – January 31, 2025
- DSA Project Certification* - March 31, 2025

** Agency review times are an estimate and will vary. Actual review times will result in an adjustment to the subsequent dates based on the indicated durations without need to prepare a formal Amendment to this Agreement.*

*** Award of Lease Leaseback entity dependent on State Allocation Board approval for funding.*

ARCHITECT Fees:

- A. The Total Fee is not-to-exceed Nine Hundred Eighty-seven Thousand Eight Hundred Fifty-eight and NO/100 Dollars, (\$987,858.00). Included in this not-to-exceed fee is the sum of the Total Fixed Fee for the Basic and Professional Services described in Article X, a Total Fixed Fee for Topographic Survey, and a Reimbursable Expense Allowance as described in Article XI.
- B. The Total Fixed Fee for Basic and Professional Services not-to-exceed Nine Hundred Sixty-nine Thousand Eight Hundred Fifty-eight and no/100 Dollars, (\$969,858.00). Following is the allocation of the Total Fixed Fee for Basic and Professional Services as described in Article X:
1. Compensation for Basic Services: The DISTRICT shall compensate ARCHITECT for performing the services, as follows:
 - a. \$88,655 for Schematic Design Phase. (Completed)
 - b. \$132,982 for Design Development Phase. (Completed)
 - c. \$88,655 for completion of 50% CD. (Completed)
 - d. \$177,310 for completion of 100% CD. (Completed)
 - e. \$44,328 for incorporation of review comments & DSA Submission (Completed)
 - f. \$44,328 for DSA Approval (Completed)
 - g. \$7,500 for Bid Repackage & Bid/Award Phase – Phase 1
 - h. \$8,000 for Construction Administration – Phase 1
 - i. \$17,000 for Bid Repackage & Bid/Award – Phase 2
 - j. \$279,300 for Construction Administration – Phase 2
 - k. \$81,800 for Project Closeout
- C. The Total Fixed Fee for a Topographic Survey not to exceed Thirteen Thousand and NO/100 Dollars (\$13,000.00). (Completed)
- D. The Total Reimbursable Allowance not-to-exceed Five Thousand and NO/100 Dollars, (\$5,000.00).
1. Reimbursable Allowances - Included in the aforementioned fee, the following allowances have been provided. The use of any allowances stated below shall be subject to DISTRICT's approval as stated in Article XI. The ARCHITECT will not exceed these allowances without prior written authorization.
 - a. Record Drawing Drafting Allowance \$4,000
 - b. Reimbursable Expense Allowance \$1,000
- E. The total cost to the DISTRICT for the Services described in this Agreement shall not exceed the above amount without the written agreement of the DISTRICT.

EXHIBIT "D"

ARCHITECT'S HOURLY RATES FOR PREAUTHORIZED ADDITIONAL SERVICES



<u>POSITION</u>	<u>2018-2022 HOURLY RATE</u>	<u>2023-2024 HOURLY RATE</u>
Principal	285.00	345.00
Practice Leader	250.00	290.00
Senior Project Manager	215.00	255.00
Project Manager	190.00	225.00
Senior Planner	200.00	NA
Senior Project Architect	185.00	240.00
Senior Project Coordinator	170.00	205.00
Project Architect	170.00	210.00
Project Coordinator	160.00	175.00
Interior Designer	150.00	175.00
Senior Design Technician II	145.00	160.00
Senior Design Technician	135.00	145.00
Design Technology Coordinator	125.00	145.00
Graphic Designer	115.00	135.00
Marketing Manager	115.00	NA
Design Technician	115.00	135.00
Office Manager	125.00	140.00
Project Administrator	95.00	120.00
Administration	80.00	NA

Billing rates are subject to review and change on the anniversary date of the contract.

Reimbursable expenses include reproductions, plotting, postage, shipping, models and renderings. Reimbursable expenses will be billed at actual cost plus an administrative charge of 5%.

EXHIBIT "E"

**ARCHITECT'S DOJ AGREEMENT AND
LIST OF EMPLOYEES REQUIRED TO BE CLEARED
TO COME ON DISTRICT CAMPUSES**

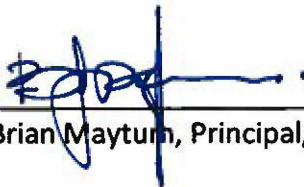
I, Brian Maytum, on behalf of NACHT & LEWIS, certify that, pursuant to Education Code Section 45125.1 and Article 24 of this Agreement, this business entity will submit the names of all persons who will be providing services to the Center Unified School District on behalf of this business entity, to allow the District to conduct the required criminal background check. I understand that no person will perform services on any District site until I have been notified of receipt of clearance from DOJ regarding those persons named. As required by Education Code 45125.1 attached hereto is a list of names of the employees or agents of ARCHITECT who will be providing services to Center Unified School District and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify the Center Unified School District of any addition/deletions as they occur.

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

Executed on 8/1/2023, in Sacramento, California.

(Seal of business)

By:



Brian Maytum, Principal/Vice-President

8/1/2023

Date

EXHIBIT “E”

**ARCHITECT’S DOJ AGREEMENT AND
LIST OF EMPLOYEES REQUIRED TO BE CLEARED
TO COME ON DISTRICT CAMPUSES**

(Continued)

Name:	At the Center Unified School District (list campus if applicable)
Brian Maytum	Center High School
Eric Sifuentes	Center High School
Yesenia Watkins	Center High School
Shannon Griswold	Center High School



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/16/2023

TO: Center Joint Unified School District Board of Trustees

FROM: Tamara JBeily
Coordinator of Federal/State Programs

Initials:
LC

SUBJECT: 2023-24 Consolidated Application

☒ **Action Item**

☐ **Information Item**

Attached Pages 7

BACKGROUND:

The Consolidated Application is used by the California Department of Education to distribute categorical funds from various federal programs to Center Joint Unified School District.

Through the Consolidated Application process, CJUSD applies for Title I, Title II, Title III and Title IV funding and provides assurances that CJUSD will comply with the legal requirements of each program.

RECOMMENDED BOARD ACTION:

Approve the 2023-24 Consolidated Application

2023–24 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurance.stoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

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

Authorized Representative's Full Name	Scott Loehr
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	08/16/2023

*****Warning*****

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

2023–24 Protected Prayer Certification

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

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

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

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

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Scott Loehr
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	08/16/2023
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

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2023–24 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	06/14/2023
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Scott Loehr
Authorized Representative's Title	Superintendent

*****Warning*****

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2023–24 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

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

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

Application for Categorical Programs

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

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

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2023–24 Title III English Learner Student Program Subgrant Budget

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

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$125.15
Estimated English learner student count	540
Estimated English learner student program allocation	\$67,581

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$6,156
Program and other authorized activities	\$30,000
English Proficiency and Academic Achievement	\$30,000
Parent, family, and community engagement	\$1,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$300
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$125
Total budget	\$67,581

*****Warning*****

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

2023–24 Title III Immigrant Student Program Subgrant Budget

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

CDE Program Contact:

Annie Abreu Park, Language Policy and Leadership Office, AAbreuPark@cde.ca.gov, 916-319-9620
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated immigrant per student allocation	\$120.05
Estimated immigrant student count	171
Estimated immigrant student program allocation	\$20,529

Note: Eligibility criteria

A local educational agency which has 5 or more eligible immigrant students and has experienced a significant increase of one half of 1 percent or more in eligible immigrant students enrollment in the current year, compared with the average of the two preceding fiscal years, is eligible to apply.

Budget

Authorized activities	\$20,104
Direct administrative costs (Amount should not exceed 2% of the estimated immigrant student program allocation)	\$300
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$125
Total budget	\$20,529

*****Warning*****

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

2023–24 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2022–23 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies

*****Warning*****

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



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023
TO: Center Joint Unified School District Board of Trustees
FROM: Lisa Coronado
Director of Fiscal Services
SUBJECT: Catalyst Family Inc. Agreement

Initials:
LC

☒ Action Item

☐ Information Item

Attached Pages 8

BACKGROUND:

This one-year agreement delegates operating responsibility to Catalyst Family, Inc. for childcare services authorized by contracts with the California Department of Education. The agreement is valid from July 1, 2023 through June 30, 2024.

RECOMMENDED BOARD ACTION:

It is recommended that the Board approve the childcare agreement between Catalyst Family Inc. and Center JUSD.

AGREEMENT FOR PARTICIPATION CENTER JOINT UNIFIED SCHOOL DISTRICT GENERAL CHILD CARE

This Agreement For Participation (this "Agreement") for child care services is entered into this 1st day of July 2023 by and between the Center Joint Unified School District ("DISTRICT"), and Catalyst Family Inc., a California nonprofit public benefit corporation, (hereinafter referred to as "Child Care Provider").

RECITALS

A The DISTRICT is a local agency contracting with the State of California (the "State") under agreements as described in General Child Care Funding Terms and Conditions (FT&Cs), including General Child Care ("CCTR") contracts with the California Department of Social Services ("CDSS").

B Child Care Provider is a California nonprofit public benefit corporation, staffed, prepared, and capable of providing child care services as further set forth in Article III of this Agreement.

C. The DISTRICT wishes to delegate operating responsibility to Child Care Provider for certain child care services as the most cost-efficient means of providing these services at agreed upon locations.

NOW, THEREFORE, the parties agree to be bound by the terms and conditions set forth in this Agreement.

ARTICLE I - AGREEMENT

1.1 Pursuant to the terms and conditions of this Agreement, the DISTRICT delegates operating responsibility to Child Care Provider for the child care services set forth in Article III at any of the following locations (collectively, the "Locations"), and Child Care Provider agrees to provide such child care services at the Locations:

Catalyst Kids – Arthur Dudley
8000 Aztec Way
Antelope, CA 95843

Catalyst Kids – Cyril Spinelli
3401 Scotland Drive
Antelope, CA 95843

ARTICLE II - TERM

2.1 This Agreement shall commence not earlier than July 1, 2023, and shall terminate, unless terminated earlier pursuant to the terms of this Agreement, no later than June 30, 2024.

2.2 This Agreement shall be renewed annually by mutual consent of both parties by the same terms and conditions, subject to the appropriation and availability of funds from the state.

ARTICLE III - SERVICES TO BE PROVIDED BY CHILD CARE PROVIDER

3.1 Child Care Provider agrees to provide child care services as defined and outlined in the contracts between the DISTRICT and CDSS (which shall include related application(s) and budget(s) for the contracts, collectively, the "Primary Contracts") at the Locations. Child care services to be provided by Child Care Provider include, but are not limited to, academic support activities, creative arts activities, recreational activities, and daily interaction with parents as set forth in the Primary Contracts.

3.2 Child Care Provider agrees to provide at least the required minimum Child Days of Certified Enrollment to earn the agreed upon portion of the Maximum Reimbursable Amount (as set forth in the Primary Contracts) less DISTRICT's indirect charges, and as more fully described in Attachment A. The parties acknowledge that the Maximum Reimbursable Amount is subject to change based on contract amendments from the State. "Child Days of Certified Enrollment" means the total number of days every child is certified to attend the Program (as defined below).

3.3 The parties acknowledge that a component of the Maximum Reimbursable Amount is the amount of family fees for certified children. Except as noted in WIC 10260,10291, 5 CCR 18084(c), and 18110, family fees shall be assessed at initial enrollment, recertification, or when a parent requests a change. The Child Care Provider understands that family fees may be waived only during the term of this Agreement, which waiver applies or would apply for the period approved by the CDSS. For purposes of tracking under this Agreement, family fees will continue to be assessed and then waived for the approved period via the certification process. Child Care Provider must track monthly, and maintain documentation for, the family fees that have been waived, and will report the same to the State as required.

3.4 Child Care Provider shall maintain participation in the Child Care Food Program throughout the term of this Agreement.

3.5 Child Care Provider shall be responsible for hiring qualified staff and for maintaining required ratios in accordance with licensing and CDSS requirements.

3.6 Child Care Provider will be responsible for seeing that all Locations meet all necessary licensing requirements.

ARTICLE IV - ADMINISTRATION

4.1 Child Care Provider shall administer the various program(s) under the Primary Contracts (collectively, the "Program") in accordance with the rules, regulations, and policies of the DISTRICT and CDSS, including those stated in the "general assurances" form submitted pursuant to the Primary Contracts, a copy of which have been provided to Child Care Provider.

4.2 All activities authorized by this Agreement to be performed by Child Care Provider will be performed within the approved policies of the Program, the approved budget for the Primary Contracts, FT&Cs, and appropriate State directives, in accordance with the Primary Contracts.

4.3 Child Care Provider must comply with all applicable federal, State and local laws, ordinances, and rules and regulations.

4.4 Child Care Provider will require that all its personnel who are authorized to sign checks pursuant to this Agreement be bonded in an amount which will cover the total amount under the control of the Child Care Provider at any one time under this Agreement. Child Care Provider will provide to the DISTRICT a certificate of insurance verifying the Child Care Provider fidelity bond coverage. Said certificate of insurance must not be canceled by the Child Care Provider without thirty days prior written notice to the DISTRICT.

ARTICLE V- REPORTS AND RECORDS

5.1 Child Care Provider will maintain and provide to the DISTRICT records for review, evaluations, audit, and/or other purposes relating to the Program. Records maintained and provided pursuant to this Section 5.1 shall be made available to CDSS (or its agents and designees) upon request of the DISTRICT or CDSS. Such records will be maintained by Child Care Provider for five (5) years.

5.2 Child Care Provider agrees to submit to the DISTRICT such reports as required by CDSS directives or by the DISTRICT.

5.3 Child Care Provider shall report all expenditures in accordance with California School Accounting Manual Procedures.

5.4 Child Care provider shall provide an annual line-item budget by expenditure category for approval by CDSS and the DISTRICT. All revenues and expenses shall be identified in separate accounts.

5.5 Child Care Provider will close its accounting and attendance records on the last day of each month for preparation of the required monthly report(s) and/or statement(s). Monthly reports of enrollment,

attendance, and expenditures for the prior month must be submitted to the DISTRICT no later than the 16th day of the subsequent month.

5.6 Child Care Provider's records will be subject to the same audit and/or audit review requirements as imposed on the DISTRICT under the Primary Contracts. In any event, Child Care Provider shall provide to the DISTRICT an annual audit in accordance with CDSS audit guidelines.

5.7 Child Care Provider will be liable for any audit exception caused by or as a result of Child Care Provider's material lack of performance as required by this Agreement.

5.8 Child Care Provider, in its reasonable discretion, may purchase necessary equipment or supplies for use under this Agreement to the extent such purchase may be reimbursed from CDSS funds. Pursuant to this Agreement if the per-unit cost of equipment equals or exceeds \$5,000 (including tax), or the sum of all items related to the purchase of equipment exceeds \$10,000 (including tax), and/or the purchased equipment have a useful life expectancy of one year or more, Child Care Provider shall obtain prior written authorization from the DISTRICT and CDSS before purchasing such equipment. The State retains title to any equipment or supplies purchased with State funds, and the equipment shall be returned to the DISTRICT upon termination of this Agreement.

ARTICLE VI - DISTRICT RESPONSIBILITIES

6.1 The DISTRICT will monitor, evaluate, and provide technical assistance to Child Care Provider regarding the conduct of activities delegated or required under this Agreement.

6.2 The DISTRICT will compensate Child Care Provider on a monthly basis based upon the Child Days of Certified Enrollment in the Program. The DISTRICT shall pay the compensation to the Child Care Provider upon receipt of evidence and/or records relating to the Child Days of Certified Enrollment.

6.3 The DISTRICT will reimburse Child Care Provider for authorized expenditures subject to the DISTRICT's receipt of funds from CDSS, insofar as such actual costs/expenses of Child Care Provider are reasonable and necessary to enroll children in the Program, and such costs/expenses are commensurate with the projected service earnings under the Program. Child Care Provider will submit a quarterly true-up invoice to the DISTRICT for the variance between (a) the amount based on the formula set forth in the Primary Contracts using the Child Days of Certified Enrollment and the contract rate per child day of enrollment, as may be adjusted by attendance and an agreed upon percentage, and (b) the net reimbursable Program expenses to date, but not to exceed Maximum Reimbursable Amount. If Child Care Provider provides more child care services than what this Agreement requires, which results in an "over-earned" contract at the end of the term of this Agreement, the DISTRICT shall use the DISTRICT's Center Based Reserve Account funds to cover Child Care Provider's net reimbursable Program expenses over and above the service earnings under the Program (if available). In order for these Child Care Provider's costs/expenses to be covered and reimbursable, these costs/expenses need to be pre-approved by the DISTRICT as there may be alternative financial assistance or benefits available to Child Care Providers throughout the term of this Agreement.

6.4 The DISTRICT is responsible for certification and timely submission of required reports and documents to CDSS, including Enrollment, Attendance, and Fiscal Reports. The DISTRICT will also seek reimbursement for any Child Care Provider emergency closure days in accordance with State regulations.

6.5 The DISTRICT will compensate Child Care Provider for travel and per diem expenses only at rates that do not exceed the rates paid to CDSS's non-represented employees computed in accordance with California Department of Human Resources regulations, California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1.

6.6 The DISTRICT agrees that it is solely responsible to CDSS for fulfillment of the Primary Contracts and for compliance with all terms and conditions contained within, or attached to, the Primary Contracts for the term of this Agreement.

ARTICLE VII - INDEMNIFICATION

7.1 Child Care Provider shall indemnify and hold harmless the State, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, or corporation that may be injured or damaged by Child Care Provider in the performance of this Agreement.

7.2 Child Care Provider shall agree to indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, or corporation that may be injured or damaged by Child Care Provider in the performance of this Agreement.

7.3 The DISTRICT, shall agree to indemnify, defend, and hold harmless the Child Care Provider, its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, or corporation that may be injured or damaged by the DISTRICT in the performance of this Agreement.

7.4 Child Care Provider will hold the DISTRICT harmless for any obligations under this Agreement that cannot be met due to the non-receipt of funds from CDSS, except if the non-receipt of funds was caused by the DISTRICT's late or non-submission of required documentation or reports to CDSS for reimbursement.

ARTICLE VIII - INSURANCE

8.1 Child Care Provider shall provide and maintain the fidelity bond coverage as evidenced by a certificate of insurance as described under Section 4.4 of this Agreement.

8.2 Child Care Provider shall provide and shall maintain in force during the term of this Agreement, comprehensive bodily injury and property damage liability insurance with a combined single limit of \$1,000,000. Child Care Provider's policy or policies of liability insurance obtained pursuant to this Agreement shall name the DISTRICT, the State and CDSS as additional insureds under the terms of such policy or policies. No such policy may be canceled by the Child Care Provider without 30 days' prior written notice to the DISTRICT.

8.3 Child Care Provider shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all of its employees, as required by law.

8.4 Certificates for all types of insurance required under this Agreement shall be furnished to the DISTRICT within two weeks of the commencement date of this Agreement. All certificates provided pursuant to this Section shall indicate the name of the carrier, the policy number, and the expiration date.

ARTICLE IX - TERMINATION

9.1 The DISTRICT may terminate this Agreement and be relieved of the payment of any compensation to Child Care Provider upon Child Care Provider's material breach of the terms of this Agreement including, but not limited to:

a. Failure, for any reason, of Child Care Provider to materially fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the Program and attached conditions, and such statutes, executive orders, and State directives as may become generally applicable at any time;

b. Submission by Child Care Provider to the DISTRICT of reports, accountings, records, or audits which are incorrect or incomplete in any material respect;

c. Ineffective or improper use of funds provided under this Agreement or other contract relating to the performance of child care services required under this Agreement.

9.2 In the event that this Agreement is terminated in whole or in part by the DISTRICT for any reason pursuant to Section 9.1, the DISTRICT shall provide Child Care Provider 30 days written notice of such termination.

9.3 Notwithstanding any other provision of this Agreement, the DISTRICT shall be authorized to terminate this Agreement without prior notice, written or oral, should CDSS terminate the DISTRICT'S Primary Contracts or should the DISTRICT, in its reasonable discretion, determine that an emergency condition exists.

9.4 Child Care Provider may terminate this Agreement for any reason by giving 90 days advance written notice to the DISTRICT, signifying the effective termination date.

9.5 In the event of any termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Child Care Provider under this Agreement shall be disposed of according to the DISTRICT's and CDSS's directives. The State of California retains title to any equipment or supplies purchased with state funds.

9.6 In the event of termination of this Agreement, Child Care Provider shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this Agreement.

9.7 Notwithstanding Section 9.6 above, Child Care Provider shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any material breach of this Agreement by Child Care Provider, and the DISTRICT may withhold any reimbursement to Child Care Provider of reimbursable Program expenses for the purpose of offset until such time as the exact amount of damages due to the DISTRICT from Child Care Provider is agreed upon or otherwise determined.

9.8 Upon termination of this Agreement for any reason, consideration paid to Child Care Provider (including, without limitation, reimbursement under Section 9.6), as provided in this Agreement, shall be full compensation for all of Child Care Provider's expenses incurred in the performance of this Agreement.

ARTICLE X - NONDISCRIMINATION

10.1 During the performance of this Agreement, the DISTRICT, Child Care Provider, and its subcontractors shall not deny this Agreement's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Child Care Provider shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

10.2 Child Care Provider and the DISTRICT will comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated there under (California Code of Regulations, Title 2, Section 10000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.

10.3 Child Care Provider or the DISTRICT will permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or State agency shall

require to ascertain compliance with this clause.

10.4 The DISTRICT, Child Care Provider, and their subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

10.5 Child Care Provider will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

ARTICLE XI – GENERAL TERMS AND CONDITIONS

11.1 Child Care Provider, and its agents and employees, in the performance of this Agreement, are acting in an independent capacity and not as officers, employees, or agents of the State or CDSS.

11.2 Child Care Provider, its agents and employees, in the performance of this Agreement, are acting in an independent capacity and not as agents or employees of the DISTRICT.

11.3 Child Care Provider, by signing this Agreement, represents and warrants under penalty of perjury that no more than one final unappealable finding of contempt of court has been issued by a federal court against Child Care Provider within the last two years because of failure to comply with any order of the National Labor Relations Board.

11.4 Pursuant to Sections 11.1 and 11.2, the status of the Child Care Provider under this Agreement shall be, at all times during the term of this Agreement, that of an independent contractor and at no time shall Child Care Provider or its agents and/or employees represent itself to be, officers, employees, or agents of the DISTRICT, the State, or CDSS.

11.5 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and accepted by Child Care Provider and the DISTRICT, including a change in reimbursement rate, other than changes made by CDSS as articulated in executed amendments to this Agreement and updated on Attachment A.

11.6 The rights and remedies granted in this Agreement in the event of default are cumulative and the exercise of those rights and remedies shall be without prejudice to the enforcement of any other violation or breach of this Agreement, and forbearance to enforce one or more of the provisions of this Agreement should not be construed to be a waiver of that default or breach.

11.7 If any part of this Agreement is declared invalid for any reason, such declaration shall not affect the validity of the remainder of this Agreement. All other parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid part. Both parties hereby declare that they intend and desire that the remaining parts of this Agreement shall continue to be effective without any part or parts that have been declared invalid.

11.8 The captions of the sections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.

11.9 This Agreement is not assignable by Child Care Provider, either in whole or in part, without prior written consent of the DISTRICT and CDSS, which will not be unreasonably withheld.

11.10 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and this Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

11.11 Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CENTER JOINT UNIFIED SCHOOL DISTRICT:

Signature: _____

Name: _____

Title: _____

CATALYST FAMILY INC.:

Signature: _____

Name: Susan Dumars

Title: President

CENTER JOINT UNIFIED SCHOOL DISTRICT - CHILD CARE AGREEMENT

Name of Program	Term	*CDSS Contract and Project Number	**MRA	Days of Operation	Daily Full Time Rate	Contract Totals
General Child Care	7/1/2023 to 6/30/2024	CCTR-3216 34-7397-00-3	\$926,109	249	\$54.93	ICR:*** 10.12% Indirect: \$85,109.18 Net: \$840,999.82

Any and all contracts or grants that are ancillary to the above contract for services (e.g., Instructional Materials, Program Resources, etc.), will be considered part of this Agreement and subject to its terms and conditions. Any and all amendments from CDSS to the contract referenced above are considered part of this agreement.

- * CDSS - California Department of Social Services
- ** MRA - Maximum Reimbursable Amount
- *** ICR - Indirect Cost Rate % (updated annually)

Agenda Item: XIV-28



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado
Director of Fiscal Services

Initials:
LC

SUBJECT: Ryland School Business Consulting

☒ **Action Item**

☐ **Information Item**

Attached Pages 1

BACKGROUND:

This one-year contract will allow Ryland School Business Consulting to provide general finance and business services support, as needed, to Center Joint Unified School District.

RECOMMENDED BOARD ACTION:

It is recommended that the Board approve the Ryland contract.



SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the CENTER JOINT UNIFIED SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the CENTER JOINT UNIFIED SCHOOL DISTRICT will pay to Contractor hourly fees of \$185 for professional services and for travel time. All charges, including expenses, will be approved by the Superintendent of the CENTER JOINT UNIFIED SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses. The term of this contract is twelve months.

RYLAND SCHOOL BUSINESS CONSULTING will provide general financial planning and business services to CENTER JOINT UNIFIED SCHOOL DISTRICT which may include but are not limited to the following: business office assistance and training; budget development; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; review lease agreements; analyze and document long-term debt; prepare/review enrollment projections and staffing; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, CENTER JOINT UNIFIED SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND SCHOOL BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.

AGREED:

Scott Loehr, Superintendent
CENTER JOINT UNIFIED SCHOOL DISTRICT

s/ Teresa R Ryland
President
RYLAND SCHOOL BUSINESS CONSULTING

Date

Date

Agenda Item: XIV-29



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/16/2023

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado

Initials:

LC

SUBJECT: APPROVAL OF CENTER JOINT UNIFIED SCHOOL DISTRICT
PAYROLL ORDERS, JULY 2022 - JUNE 2023

☒ **Action Item**

☐ **Information Item**

Attached Pages 2

BACKGROUND:

The Governing board is asked to approve the attached Payroll Orders for July 2022 through June 2023.

RECOMMENDED BOARD ACTION:

RECOMMENDATION: That the CJUSD Board of Trustees approve the District Payroll Orders for July 2022 through June 2023.

PAY282 L.00.03

PAYNAME: REG

DISTRICT: 051 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 06/30/2023

06/23/23 PAGE 1

FUND : 01

GENERAL FUND

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFICATED TEACHERS SALARIES	31,376.21
1200	CERT PUPIL SUPPORT SALARIES	137,791.04
1300	CERT SUPERV & ADMIN SALARIES	189,782.20
1900	OTHER CERTIFICATED SALARIES	67,569.95
2100	INSTRUCTIONAL AIDES SALARIES	52,059.95
2200	CLASSIFIED SUPPORT SALARIES	222,474.98
2300	CLASS SUPERV & ADMIN SALARIES	48,401.66
2400	Clerical & Office Salaries	119,747.27
2500	Confidential Employees	26,980.81
2900	OTHER CLASSIFIED SALARIES	5,536.04
3700	*** NOT ON FILE ***	1,184.04
3900	*** NOT ON FILE ***	2,445.08
5200	Travel & Conference	500.00
	TOTAL FUND	904,849.23

APPROVED: 

DATE: 6/26/2023

PAY282 L.00.03

PAYNAME: REG

DISTRICT: 681 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 06/20/2023

06/21/23 PAGE 2

FUND : 13

CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
2200	CLASSIFIED SUPPORT SALARIES	1,897.32
2300	CLASS SUPERV & ADMIN SALARIES	7,510.50
2400	Clerical & Office Salaries	8,920.36
	TOTAL FUND	18,328.18
	TOTAL DISTRICT:	923,177.41

SALARY EXPENDITURE:	\$923,177.41	
01-9110		\$2,129,995.57
99-9621		\$1,114,858.51-
99-9621		\$34,514.79-
	-----	-----
	\$923,177.41	\$980,622.37

Agenda Item: XIV-30



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/16/2023

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 4

BACKGROUND:

The Governing board is asked to approve the attached payroll Orders for July 2023 through July 2023.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the District Payroll Orders for July 2023 through July 2023.

PAY282 L.00.03

PAYNAME: VAR

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 07/10/2023

07/03/23 PAGE 1

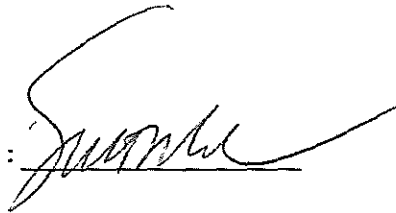
FUND : 01

GENERAL FUND

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFICATED TEACHERS SALARIES	204,933.06
1200	CERT PUPIL SUPPORT SALARIES	7,374.87
1300	CERT SUPERV & ADMIN SALARIES	24,356.23
1900	OTHER CERTIFICATED SALARIES	16,583.84
2100	INSTRUCTIONAL AIDES SALARIES	44,685.26
2200	CLASSIFIED SUPPORT SALARIES	56,321.04
2400	Clerical & Office Salaries	12,060.51
2500	Confidential Employees	1,061.51
2900	OTHER CLASSIFIED SALARIES	2,897.19
4300	SUPPLIES	945.96
	TOTAL FUND	371,219.47

#23506809 - #23506854

APPROVED:



DATE:

7/5/23

PAY282 L.00.03

PAYNAME: VAR

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 07/10/2023

07/03/23 PAGE 2

FUND : 13

CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
2200	CLASSIFIED SUPPORT SALARIES	1,168.62
	TOTAL FUND	1,168.62
	TOTAL DISTRICT:	372,388.09

SALARY EXPENDITURE:	\$372,388.09	
01-9110		\$374,150.29
99-9621		\$1,762.20-
99-9621		\$5,219.02

	\$372,388.09	\$377,607.11

PAY282 L.00.03

PAYNAME: REG

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****
PAYROLL LABOR SUMMARY BY OBJECT
FOR WARRANTS DATED 07/31/2023

07/25/23 PAGE 1

FUND : 01

GENERAL FUND

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFICATED TEACHERS SALARIES	191,365.86
1200	CERT PUPIL SUPPORT SALARIES	141,464.59
1300	CERT SUPERV & ADMIN SALARIES	188,690.58
1900	OTHER CERTIFICATED SALARIES	81,150.52
2100	INSTRUCTIONAL AIDES SALARIES	21,855.15
2200	CLASSIFIED SUPPORT SALARIES	206,746.29
2300	CLASS SUPERV & ADMIN SALARIES	49,255.90
2400	Clerical & Office Salaries	142,521.50
2500	Confidential Employees	27,464.06
2900	OTHER CLASSIFIED SALARIES	817.00
3700	*** NOT ON FILE ***	1,334.04
3900	*** NOT ON FILE ***	2,295.72
5200	Travel & Conference	500.00
	TOTAL FUND	1,055,461.21

#24506855 - #24506921

APPROVED: LC DATE: 7/25/23

PAY282 L.00.03

PAYNAME: REG

DISTRICT: 081 CENTER UNIFIED SCHOOL DISTRICT

**** CENTER SCHOOL DISTRICT ****

PAYROLL LABOR SUMMARY BY OBJECT

FOR WARRANTS DATED 07/31/2023

07/25/23 PAGE 2

FUND : 13

CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
2200	CLASSIFIED SUPPORT SALARIES	2,001.00
2300	CLASS SUPERV & ADMIN SALARIES	7,510.50
2400	Clerical & Office Salaries	9,093.15
	TOTAL FUND	18,604.65
	TOTAL DISTRICT:	1,074,065.86

SALARY EXPENDITURE:	\$1,074,065.86	
01-9110		\$2,096,335.24
99-9621		\$989,803.22-
99-9621		\$38,561.94
	-----	-----
	\$1,074,065.86	\$1,145,093.96

Agenda Item: XIV-31



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/16/23

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado

Initials:

LC

SUBJECT: Commercial Warrant Registers - June 2023

☒ **Action Item**

☐ **Information Item**

Attached Pages 10

BACKGROUND:

June 1, 2023 \$219,649.67
June 8, 2023 \$4,306,039.60
June 15, 2023 \$296,271.30
June 22, 2023 978,187.08
June 28, 2023 5,147,483.29

The commercial warrant payments to vendor totals
\$10,947,630.94

In accordance with Education Code 17605, the governing board may delegate to an employee of the district the authority to purchase supplies, materials, apparatus, equipment, and services; all such transactions are to be reviewed by the board every 60 days.

RECOMMENDED BOARD ACTION:

That the CJUSD Board of Trustees approve the Supplemental Agenda-Vendor Warrants for June 2023 as presented.

081 CENTER UNIFIED SCHOOL DISTRICT

P.O. BOARD REPORT

J63382 POX600 L.00.00 07/27/23 PAGE 1
CUTOFF DATES: 06/01/2023 TO 06/30/2023

00 *** NOT ON FILE ***

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
233150	SACRAMENTO COUNTY OFFICE OF	DYSLEXIA PROFESSIONAL DEVELOPM	600.00	CURRICULUM AND INSTRUCTION
		TOTAL FUND	600.00	

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
233076	ADAMS CELINA	claim form for conference	117.88	CENTER HIGH SCHOOL
233125	ALL STAR RENTS	RENTAL - POST HOLE DIGGER	85.60	MAINTENANCE
233165	ALTOBELL DAWN	CONFERENC REIMBURSEMENT	289.00	DUDLEY ELEMENTARY
233093	AMAZON CAPITAL SERVICES INC	CAETANO CREATIVE PLAY	31.24	REX FORTUNE ELEMENTARY
233095	AMAZON CAPITAL SERVICES INC	CAETANO ART SUPPLIES	524.75	REX FORTUNE ELEMENTARY
233096	AMAZON CAPITAL SERVICES INC	CAETANO DRAMATIC PLAY	1,118.56	REX FORTUNE ELEMENTARY
233098	AMAZON CAPITAL SERVICES INC	SUMMER SCHOOL SUP, C&I, SPED,	1,235.96	CURRICULUM AND INSTRUCTION
233100	AMAZON CAPITAL SERVICES INC	CAETANO CLASSROOM MAT (EXPLORA	99.82	REX FORTUNE ELEMENTARY
233101	AMAZON CAPITAL SERVICES INC	CAETANO SENSORY MATERIALS	201.66	REX FORTUNE ELEMENTARY
233103	AMAZON CAPITAL SERVICES INC	CAETANO CLASSROOM MATERIALS	460.26	REX FORTUNE ELEMENTARY
233104	AMAZON CAPITAL SERVICES INC	CAETANO INSTRUCTIONAL ELA	279.18	REX FORTUNE ELEMENTARY
233105	AMAZON CAPITAL SERVICES INC	CAETANO INSTRUCTIONAL MATH	183.28	REX FORTUNE ELEMENTARY
233113	AMAZON CAPITAL SERVICES INC	SUMMER SCHOOL	255.69	CURRICULUM AND INSTRUCTION
233114	AMAZON CAPITAL SERVICES INC	SUMMER SCHOOL SUPPLIES	403.17	CURRICULUM AND INSTRUCTION
233132	AMAZON CAPITAL SERVICES INC	PRIZES FOR STUDENT STORE	35.51	WILSON C RILES MIDDLE SCHOOL
233148	AMAZON CAPITAL SERVICES INC	RFE GRAND OPENING BALLOONS	829.11	REX FORTUNE ELEMENTARY
233217	AMAZON CAPITAL SERVICES INC	Grommets for new countertops	23.67	MAINTENANCE
233108	APPY THERAPY, LLC	CAETANO HANDWRITING HEROES	323.25	REX FORTUNE ELEMENTARY
233121	ARMIENTA ABIGAIL	STAFF MILAGE REIMBURSEMENT	100.22	CURRICULUM AND INSTRUCTION
233227	ARROW PLUMBING INC	PLUMBING LABOR/MATRLS CHS	2,182.86	MAINTENANCE
233228	ARROW PLUMBING INC	PLUMBING LABOR/MATRLS NO CO.	4,444.82	MAINTENANCE
233173	ASSOCIATED VALUATION SERVICES	WITS 22/23 4TH QTR	2,513.69	BUSINESS SERVICES
233174	AT&T	CENTREX/PRI PHONES CALNET	2,040.93	MAINTENANCE
233163	AVID CENTER - SI PAYMENT	Summer Training Avi	995.00	CENTER HIGH SCHOOL
233136	BAIONI RON	R.BAIONI MAY 2023 MILEAGE	33.28	COMPUTER SERVICES
233205	BERGER CHRISTINE	CLASSROOM SUPPLIES	116.44	CURRICULUM AND INSTRUCTION
233155	BNY MELLON	PAYING AGENT FEES	3,750.00	BUSINESS SERVICES
233224	BUSH DONNA	SETTLEMENT AGREEMENT	1,540.00	CURRICULUM AND INSTRUCTION
233225	BUSH DONNA	SETTLEMENT AGREEMENT	1,680.00	CURRICULUM AND INSTRUCTION
233190	CAHILL PATRICK	BEHIND THE WHEEL TRAINING	750.00	PERSONNEL SERVICES
233111	CAIN LAUREN	MILEAGE MAY 2023 L. CAIN	40.22	COMPUTER SERVICES
233233	CALDWELL FLORES WINTERS INC	OVERPAYMENT/PREP&FILING	2,675.00	BUSINESS SERVICES
233144	CALIFORNIA FBLA	REGISTRATION FOR FBLA CONFEREN	3,556.00	CURRICULUM AND INSTRUCTION
233069	CANYON CREEK	CONFERENCE SCHEDULER	1,001.00	CURRICULUM AND INSTRUCTION
233154	CATALYST FAMILY INC	ELO-P 3006-MAY23	39,171.68	BUSINESS SERVICES
233149	CDW-G INC	PRINTER J'BEILY	519.69	CURRICULUM AND INSTRUCTION
233081	CENTER UNIFIED REVOLVING FUND	PAYBACK REVOLVING PAYROLL	1,733.32	BUSINESS SERVICES
233080	CLEAR VIEW WINDOWS	WINDOW REPLACEMENT ANNEX MP	225.00	MAINTENANCE
233086	CLEAR VIEW WINDOWS	WINDOW RPLMT - DISTRICT WIDE	3,700.00	MAINTENANCE
233209	CLEAR VIEW WINDOWS	WINDOW RPLD - ANNEX RM 40 & MP	945.00	MAINTENANCE
233140	COMMITTEE FOR CHILDREN	SECOND STEP	10,690.20	CURRICULUM AND INSTRUCTION
233075	CPR TRAINING FOR LIFE	EMPLOYEE CPR TRAINING	1,200.00	PERSONNEL SERVICES
233063	CROWE LLP	PROFESSIONAL SERVICES	17,000.00	BUSINESS SERVICES
233083	DAVENPORT LARRY	FBLA CONFERENCE REIMBURSEMENT	175.94	CURRICULUM AND INSTRUCTION
233236	DELTA WIRELESS INC	RADIOS/BUS #18/#19/#20	3,297.15	PERSONNEL SERVICES
233170	DOCUMENT TRACKING SERVICES	DOCUMENT TRANSLATING SERVICE	252.32	CURRICULUM AND INSTRUCTION
233157	EAB GLOBAL INC	DISTRICT LEADERSHIP FORUM	23,629.58	SUPERINTENDENT OFFICE
233084	EDWARDS CATHLEEN	Books for intervention/Title 1	214.11	OAK HILL ELEMENTARY
233211	ELECTRIC GOLF CAR COMPANY INC	Golf Cart Repair-CHS EZG0952	231.40	MAINTENANCE
233077	ESPOSITO KIM	Conference for counselor	117.88	CENTER HIGH SCHOOL
233166	FARREL JASON	RFE BANNER/INVITES/CARDS/LUN	513.76	REX FORTUNE ELEMENTARY

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
233147	FIRESTONE COMPLETE AUTO CARE	WHITE FLEET SVC OIL CHANGE	306.94	MAINTENANCE
233176	FIRESTONE COMPLETE AUTO CARE	SVC BATTERY RPLCMNT - VEH 84	238.95	MAINTENANCE
233171	FOLLETT CONTENT SOLUTIONS LLC	DESTINY PROGRAM FOR RPE	1,330.30	CURRICULUM AND INSTRUCTION
233220	FUTURE CHEVROLET of SACRAMENTO	TRANSMISSION/BUS #4	5,855.39	PERSONNEL SERVICES
233126	GETTLER-RYAN INC	FUEL PUMP SERVICE	1,362.02	PERSONNEL SERVICES
233122	GONZALEZ SARA	STAFF MILAGE REIMBURSEMENT	53.45	CURRICULUM AND INSTRUCTION
233119	GREEN KENDRA	MV STUDENT TRANSPORTATION ASST	50.40	CURRICULUM AND INSTRUCTION
233109	HAND2MIND INC.	CAETANO CLASSROOM BLOCKS	119.05	REX FORTUNE ELEMENTARY
233094	HANSON KRISTIN	REIM FOR PBIS CONFERENCE	65.00	NORTH COUNTRY ELEMENTARY
233110	HEGGERTY PHONEMIC AWARENESS	CAETANO HEGGERTY ORDER	95.90	REX FORTUNE ELEMENTARY
233151	HILLYARD INC.	Floor Waxing Supplies	4,267.62	MAINTENANCE
233230	HILLYARD INC.	PM ON EXTRATORS/DW	2,554.58	MAINTENANCE
233146	HOME DEPOT	CUST. TOOLS	260.67	MAINTENANCE
233207	HOME DEPOT	FLOOR STRIPPER/SPOT REMOVER	174.34	MAINTENANCE
233231	HOME DEPOT	Custodial cleaning supplies	121.54	MAINTENANCE
233197	HOMESLEY BRETT	REIMBURSEMENT	54.09	DUDLEY ELEMENTARY
233131	IML SECURITY SUPPLY	POWER SUPPLY - DIST OFC	38.56	MAINTENANCE
233223	IML SECURITY SUPPLY	SECURITY SUPPLIES	211.27	MAINTENANCE
233153	INFORMED K12	RENEWAL OF FORMS	36,785.00	BUSINESS SERVICES
233087	INTEGRATED FIRE SYSTEMS INC.	SVC CALLS FIRE & BURG SPINELLI	1,106.25	MAINTENANCE
233120	JACKSON OILL JULIA	STAFF MILAGE REIMBURSEMENT	43.10	CURRICULUM AND INSTRUCTION
233071	JOHNSON CONTROLS FIRE	SVC KITCHEN HOODS (DISTRICT)	770.00	MAINTENANCE
233073	JOHNSON CONTROLS FIRE	FIRE EXTINGUISHERS - DIST USE	1,954.85	MAINTENANCE
233156	JORDAN MICHAEL	MEDICAL REIMBURSEMENT	50.00	BUSINESS SERVICES
233198	JORDAN MICHAEL	ESY CLASSROOM SUPPLIES	47.56	CURRICULUM AND INSTRUCTION
233123	Jew Kelly	STAFF MILAGE REIMBURSEMENT	24.10	CURRICULUM AND INSTRUCTION
233079	KELLY MOORE PAINT	SCHOOL IMPROVEMENT SPINELLI	202.81	SPINELLI ELEMENTARY
233161	KIMBALL MIDWEST	TRANSPORTATION SUPPLIES	648.47	PERSONNEL SERVICES
233158	KLATT BEN	REIMBURSEMENT FOR DESIGN BUILD	779.66	CURRICULUM AND INSTRUCTION
233159	KLATT BEN	REIMBURSEMENT FOR WORK SHIRTS	209.04	CURRICULUM AND INSTRUCTION
233106	LAKE SHORE LEARNING MATERIA LLC	CAETANO TK MATERIALS	1,548.22	REX FORTUNE ELEMENTARY
233142	LEARNING FOR LIVING INC	SCHOOL CULTURE PROFESSIONAL DE	8,000.00	CURRICULUM AND INSTRUCTION
233074	LUX BUS AMERICA CO	OAK HILL/SMUD MUSEUM	1,380.88	PERSONNEL SERVICES
233128	LUX BUS AMERICA CO	OAK HILL/SMUD MUSEUM	1,483.25	PERSONNEL SERVICES
233216	LYONS, ANNE	MILEAGE REIMBURSEMENT	26.07	CURRICULUM AND INSTRUCTION
233088	MCGRW-HILL EDUCATION	RPE CURRICULUM	72,388.76	CURRICULUM AND INSTRUCTION
233089	MCGRW-HILL EDUCATION	RPE CURRICULUM	9,409.10	CURRICULUM AND INSTRUCTION
233124	MICHAEL'S TRANSPORTATION SERV.	DRIVER STAFFING SERVICE	8,720.00	PERSONNEL SERVICES
233191	MICHAEL'S TRANSPORTATION SERV.	DRIVER STAFFING SERVICE	830.00	PERSONNEL SERVICES
233194	MICHAEL'S TRANSPORTATION SERV.	DRIVER STAFFING SERVICE	2,725.00	PERSONNEL SERVICES
233212	MICHAEL'S TRANSPORTATION SERV.	DRIVER STAFFING SERVICE	5,450.00	PERSONNEL SERVICES
233219	MICHAEL'S TRANSPORTATION SERV.	DRIVER STAFFING SERVICE	4,360.00	PERSONNEL SERVICES
233129	MILLER JENNIFER	Pizza for math night	171.54	OAK HILL ELEMENTARY
233112	MIRANDA RYAN	BACKPACKS	1,393.61	CURRICULUM AND INSTRUCTION
233115	MIRANDA RYAN	BACKPACKS	3,331.72	CURRICULUM AND INSTRUCTION
233214	MIRANDA RYAN	PARTIAL HOTEL PAYMENT	275.20	CURRICULUM AND INSTRUCTION
233187	NOVAK EDUCATIONAL CONSULTING	VIRTUAL LEARNING	1,050.00	CURRICULUM AND INSTRUCTION
233107	OZOBOT	CAETANO EVO BOTS	3,221.73	REX FORTUNE ELEMENTARY
233097	PEAK ADVENTURE INC	Ropes course for MCA students	2,800.00	CENTER HIGH SCHOOL
233203	PLUMB EILEEN	R- library supplies and decor	245.03	OAK HILL ELEMENTARY
233141	POWERSCHOOL GROUP LLC	POWER SCHOOL SUBSCRIPTION	6,499.97	CURRICULUM AND INSTRUCTION

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
233196	PROJECT LEAD THE WAY INC	PLTW ONBOARDING (MATHIAS)	1,200.00	REX FORTUNE ELEMENTARY
233090	PURDY MICHAEL	M.PURDY MAY MILEAGE	39.43	COMPUTER SERVICES
233065	QPR INSTITUTE INC	QPR COURSE	1,529.85	CURRICULUM AND INSTRUCTION
233091	RAMIREZ DULCE	Claim for conference	117.88	CENTER HIGH SCHOOL
233221	REID ALLISON	REIMBURSEMENT COOKING SUPPLIES	62.94	CURRICULUM AND INSTRUCTION
233189	RIVERVIEW INTERNTL TRUCKS	NEW PARTS/BUS #21	440.89	PERSONNEL SERVICES
233229	RIVERVIEW INTERNTL TRUCKS	REPAIRS/VEHICLE 27	1,845.82	PERSONNEL SERVICES
233169	ROENSPIE AMY	CLASSIFIED PROF GROWTH ASST	164.05	CURRICULUM AND INSTRUCTION
233178	ROTO-ROOTER SERVICE & PLUMBING	GREASE TRAP - DUDLEY	7,200.00	MAINTENANCE
233172	RUDEMAN & KNOX LLP	ATTORNEY'S FEES	8,000.00	CURRICULUM AND INSTRUCTION
233179	SACRAMENTO COUNTY UTILITIES	LOCAL/REG WASTE WATER OAK HILL	714.11	MAINTENANCE
233188	SAN JUAN UNIFIED SCHOOL DIST	SPEC EDU QTR 1&2 2022-2023	25,000.00	CURRICULUM AND INSTRUCTION
233201	SAVCHUK IGOR	PARENT MILEAGE FOR TRANSPORTAT	782.88	CURRICULUM AND INSTRUCTION
233177	SHELTONS UNLIMITED MECHANICAL	HVAC MOTOR REPLCMNT - CHS	1,274.71	MAINTENANCE
233195	SHELTONS UNLIMITED MECHANICAL	HVAC LABOR/CAPACITOR DIST OFC	359.69	MAINTENANCE
233175	SHIFFLER EQUIPMENT SALES INC	SUPPLIES	70.75	MAINTENANCE
233092	SHRED-IT USA	May service	41.57	CENTER HIGH SCHOOL
233232	SIERRA BUILDING SYS INC	TROUBLESHOOT FIRE SYSTEM CHS	5,940.00	MAINTENANCE
233072	SILKE COMMUNICATIONS	UHF CRIMP	54.56	PERSONNEL SERVICES
233066	SUMMERS KATHY	gradutaion plants claim form	269.07	CENTER HIGH SCHOOL
233134	SUNBELT RENTALS INC	EQUIP RENTAL CHS & NO CO	1,747.51	MAINTENANCE
233135	SUNBELT RENTALS INC	SCISSOR LIFT - LIGHTS WCR	975.04	MAINTENANCE
233137	TACKETT-OLIVER MELISSA	Reimb- food for GLR meet	176.81	OAK HILL ELEMENTARY
233180	TAO ROSSINI A PROFESSIONAL COR	LEGAL FEES	2,200.00	SUPERINTENDENT OFFICE
233235	TEAM ONE NETWORKING INC	scoreboard switch install	2,266.13	CENTER HIGH SCHOOL
233213	THE STEPPING STONES GROUP LLC	SCHOOL NURSE	15,260.00	CURRICULUM AND INSTRUCTION
233215	THE STEPPING STONES GROUP LLC	SCHOOL NURSE	2,000.00	CURRICULUM AND INSTRUCTION
233067	THERMCRAFT	Banners for grad	581.85	CENTER HIGH SCHOOL
233226	TK ELEVATOR	WCL LOAD TEST - DUDLEY	3,981.52	MAINTENANCE
233218	TRACTOR SUPPLY CO.	PAINT SUPPLIES - DUDLEY	30.13	MAINTENANCE
233117	TROTTER DUSTY	MV STUDENT TRANSPORTATION	20.74	CURRICULUM AND INSTRUCTION
233143	TWIN RIVERS UNIFIED SCH DIST	police for graduaiton	924.00	CENTER HIGH SCHOOL
233078	U.S. BANK NATIONAL ASSOCIATION	LUNCHEON SUPPLIES/DAVID'S RET	253.04	PERSONNEL SERVICES
233085	U.S. BANK NATIONAL ASSOCIATION	WASHING MACHINE FOR SFSS	1,158.54	CURRICULUM AND INSTRUCTION
233102	U.S. BANK NATIONAL ASSOCIATION	MAINT/GROUNDS MEETING	174.44	MAINTENANCE
233116	U.S. BANK NATIONAL ASSOCIATION	SSA END OF YEAR MEETING	144.59	CURRICULUM AND INSTRUCTION
233127	U.S. BANK NATIONAL ASSOCIATION	Hotel Charge for Verkad Conf	1,324.92	MAINTENANCE
233145	U.S. BANK NATIONAL ASSOCIATION	FLIGHT TO FBLA CONF GEORGIA	3,623.40	CURRICULUM AND INSTRUCTION
233164	U.S. BANK NATIONAL ASSOCIATION	Bathroom Signs	62.16	MAINTENANCE
233167	U.S. BANK NATIONAL ASSOCIATION	BACKPACKS	3,331.72	CURRICULUM AND INSTRUCTION
233168	U.S. BANK NATIONAL ASSOCIATION	TEAM TAILOR INVOICE	15,000.00	CURRICULUM AND INSTRUCTION
233181	U.S. BANK NATIONAL ASSOCIATION	FOOD FOR MEETING	416.30	SUPERINTENDENT OFFICE
233182	U.S. BANK NATIONAL ASSOCIATION	FOOD FOR BOARD WORKSHOP	85.80	SUPERINTENDENT OFFICE
233183	U.S. BANK NATIONAL ASSOCIATION	BUSINESS CARDS	105.00	SUPERINTENDENT OFFICE
233184	U.S. BANK NATIONAL ASSOCIATION	BUSINESS CARDS	43.00	SUPERINTENDENT OFFICE
233185	U.S. BANK NATIONAL ASSOCIATION	DEDICATION PLAQUE FOR CTE WING	2,506.00	SUPERINTENDENT OFFICE
233186	U.S. BANK NATIONAL ASSOCIATION	CONFERENCE REGISTRATION	4,500.00	SUPERINTENDENT OFFICE
233199	U.S. BANK NATIONAL ASSOCIATION	REGISTRATION FOR FBLA CONFEREN	3,556.00	CURRICULUM AND INSTRUCTION
233200	U.S. BANK NATIONAL ASSOCIATION	BACKPACKS FOR SFSS	1,339.76	CURRICULUM AND INSTRUCTION
233202	U.S. BANK NATIONAL ASSOCIATION	PIZZA FOR LAST MEETING	93.68	CURRICULUM AND INSTRUCTION
233204	U.S. BANK NATIONAL ASSOCIATION	PRO-ACT RECERTIFICATION	3,590.00	CURRICULUM AND INSTRUCTION

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
233133	ULINE	Boxes	849.47	MAINTENANCE
233222	UNIVERSITY OF OREGON	PBIS CICO FOR CHS, NOCO, SPIN	350.01	CURRICULUM AND INSTRUCTION
233234	VANDEN BOS ELECTRIC INC.	installation wire for score bo	27,725.00	CENTER HIGH SCHOOL
233068	WISE JEFF	Milage for AD meetings	626.70	CENTER HIGH SCHOOL
233082	XEROX CORPORATION	XEROX SERVICES	39,874.62	BUSINESS SERVICES
233118	ZEPHER DESTINY	MV STUDENT TRANSPORTATION	62.88	CURRICULUM AND INSTRUCTION
		TOTAL FUND	528,694.03	

13 CAFETERIA FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
233192	BOLTON MISTI	MILEAGE REIMBURSEMENT	6.29	CAFETERIA
233210	EMS LINQ INC	ANNUAL POS & APP PROCESSING	755.00	CAFETERIA
233193	SINGH KIRANPREET	MILEAGE REIMBRUSEMENT	11.00	CAFETERIA
233070	U.S. BANK NATIONAL ASSOCIATION	BATTERIES FOR PAPER TOWEL DISP	50.48	CAFETERIA
		TOTAL FUND	822.77	

21 BUILDING FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
233099	DEPARTMENT OF GENERAL SERVICES	DGS FEES-NO CO HVAC PROJECT	3,633.40	MAINTENANCE
233206	ONE WORKPLACE L. FERRARI LLC	Furniture for CTE Classrooms	66,798.04	MAINTENANCE
233208	SIGNATURE GRAPHICS	No Co Mod Print/Reprographics	100.67	MAINTENANCE
		TOTAL FUND	70,532.11	

25 CAPITAL FACILITIES FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
233138	JOHN MOURIER CONSTRUCTION INC	REIMBURSEMENT DEVELOPER FEES	1,887.26	BUSINESS SERVICES
233160	RIVERSIDE TECHNOLOGIES INC.	Guest Check-In Equip-RFE	5,452.29	MAINTENANCE
233139	U.S. BANK NATIONAL ASSOCIATION	Door Hardware Survey-RFE	270.00	MAINTENANCE
		TOTAL FUND	7,609.55	

35 SCHOOL FACILITIES FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
233064	CALIFORNIA DEPARTMENT OF EDUC.	REVIEW OF PLANS:SIERRA VISTA E	350.00	BUSINESS SERVICES
233152	DAILY RECORDER	PUBLIC NOTICE-LLB NC MODERN.	239.70	MAINTENANCE
233130	SIGNATURE GRAPHICS	COPIES	116.97	MAINTENANCE
233162	TEAM ONE NETWORKING INC	SPEAKERS-CTE PROJECT	550.00	MAINTENANCE
		TOTAL FUND	1,256.67	
		TOTAL DISTRICT	609,515.13	

FUND	AMOUNT
00	*** NOT ON FILE *** 600.00
01	GENERAL FUND 528,694.03
13	CAFETERIA FUND 822.77
21	BUILDING FUND 70,532.11
25	CAPITAL FACILITIES FUND 7,609.55
35	SCHOOL FACILITIES FUND 1,256.67
	TOTAL DISTRICT 609,515.13

Agenda Item: XIV-32



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: 8/4/23

TO: Center Joint Unified School District Board of Trustees

FROM: Lisa Coronado

Initials:

LC

SUBJECT: Commercial Warrant Registers - July 2023

☒ **Action Item**

☐ **Information Item**

Attached Pages 8

BACKGROUND:

July 13, 2023 \$4,328,389.68
July 20, 2023 \$707,417.46
July 27, 2023 \$832,228.98

The commercial warrant payments to vendor totals
\$5,868,036.12

In accordance with Education Code 17605, the governing board may delegate to an employee of the district the authority to purchase supplies, materials, apparatus, equipment, and services; all such transactions are to be reviewed by the board every 60 days.

RECOMMENDED BOARD ACTION:

That the CJUSD Board of Trustees approve the Supplemental Agenda-Vendor Warrants for July 2023 as presented.

Agenda Item: XIV-32

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
240055	ACORN ARBORICULTURAL SERVICES	TREE PRUNING AND REMOVAL	5,875.00	MAINTENANCE
240180	ALHAMBRA & SIERRA SPRINGS	WATER/COOLER RENTAL	9,121.76	BUSINESS SERVICES
240077	ALL PRO BACKFLOW INC	TESTING BACKFLOW ASSEMBLY	1,200.00	MAINTENANCE
240102	ALL PRO BACKFLOW INC	Fire Backflow Replacement-WCR	17,227.99	MAINTENANCE
240026	ALL STAR RENTS	EQUIP RENTAL/CONCRETE	241.66	MAINTENANCE
240004	AMAZON CAPITAL SERVICES INC	iPad Pro case w/keyboard-RP	59.36	MAINTENANCE
240050	AMAZON CAPITAL SERVICES INC	WRENCH-GROUNDS	215.69	MAINTENANCE
240053	AMAZON CAPITAL SERVICES INC	TOFT CLASSROOM SUPPLIES	1,464.20	REX FORTUNE ELEMENTARY
240054	AMAZON CAPITAL SERVICES INC	MARTI CLASSROOM MATERIALS	1,132.29	REX FORTUNE ELEMENTARY
240099	AMAZON CAPITAL SERVICES INC	TOFT CLASSROOM SUPPLIES	1,282.10	REX FORTUNE ELEMENTARY
240101	AMAZON CAPITAL SERVICES INC	CONF & PRINTER TABLE/CHAIRS	1,011.71	PERSONNEL SERVICES
240125	AMAZON CAPITAL SERVICES INC	IPAD CASES/HEADPHONES	1,222.32	REX FORTUNE ELEMENTARY
240128	AMAZON CAPITAL SERVICES INC	CSS DESK	623.87	COMPUTER SERVICES
240129	AMAZON CAPITAL SERVICES INC	HR EMPLOYEE FOLDERS	581.63	PERSONNEL SERVICES
240131	AMAZON CAPITAL SERVICES INC	SENSOR FOR UTILITY VEH-GROUNDS	135.47	MAINTENANCE
240136	AMAZON CAPITAL SERVICES INC	TOFT AMAZON ORDER	30.47	REX FORTUNE ELEMENTARY
240137	AMAZON CAPITAL SERVICES INC	class supplies	2,654.68	OAK HILL ELEMENTARY
240139	AMAZON CAPITAL SERVICES INC	GRAND OPENING SCISSORS	43.09	REX FORTUNE ELEMENTARY
240166	AMAZON CAPITAL SERVICES INC	UMBRELLAS FOR MAINT	168.50	MAINTENANCE
240167	AMAZON CAPITAL SERVICES INC	SOAP-RFE	164.86	MAINTENANCE
240177	AMAZON CAPITAL SERVICES INC	chairs, calendar	421.74	OAK HILL ELEMENTARY
240184	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	181.86	BUSINESS SERVICES
240196	AMAZON CAPITAL SERVICES INC	SUPPLIES	140.49	DUDLEY ELEMENTARY
240198	AMAZON CAPITAL SERVICES INC	SUPPLIES	363.39	DUDLEY ELEMENTARY
240203	AMAZON CAPITAL SERVICES INC	ADMIN SUPPLIES	31.86	WILSON C RILES MIDDLE SCHOOL
240141	APPLIED LANDSCAPE MATERIALS	PLAYGROUND FIBER ELEMENTARY	10,742.92	MAINTENANCE
240146	ATLAS DISPOSAL INDUSTRIES	WASTE DISPOSAL	121,494.00	MAINTENANCE
240126	B & H PHOTO-VIDEO	OFFICE ASSISTANT TECH	642.84	REX FORTUNE ELEMENTARY
240009	B.J. FLOORING INC	NEW FLOORING-CHS RM 202	19,956.00	MAINTENANCE
240117	BALLESTEROS ARLENE	REIM/BUSINESS CARDS	20.00	PERSONNEL SERVICES
240038	BERCO REDWOOD INC	WOOD SUPPLIES	1,000.00	MAINTENANCE
240111	BSN SPORTS LLC	FIRSTAID/GAME FOOTBALLS	3,287.07	BUSINESS SERVICES
240112	BSN SPORTS LLC	GIRLS FLAG FOOTBALL FLAGS	634.73	BUSINESS SERVICES
240113	BSN SPORTS LLC	FOOTBALL FIRST AID SUPPLIES	1,142.55	BUSINESS SERVICES
240062	BUSWEST LLC	VEHICLES PARTS/SUPPLIES	12,000.00	PERSONNEL SERVICES
240029	BUTTES/CENTER STATE PIPE &	PLUMBING SUPPLIES	5,000.00	MAINTENANCE
240122	CA DEPT OF JUSTICE	EMPLOYEE FINGERPRINTING	7,500.00	PERSONNEL SERVICES
240140	CALDWELL FLORES WINTERS INC	STATE AID SERVICES	81,888.42	BUSINESS SERVICES
240147	CALIFORNIA AMERICAN WATER CO	WATER SUPPLY DISTRICT	350,000.00	MAINTENANCE
240063	CAPITOL CLUTCH & BRAKE INC.	VEHICLE PARTS/SUPPLIES	3,500.00	PERSONNEL SERVICES
240103	CASBO PROFESSIONAL DEVELOPMENT	ORGANIZATION SUBSCRIPTION23/24	3,500.00	BUSINESS SERVICES
240108	CATALYST FAMILY INC	ELO-P:INV#3006-JUN23	41,711.77	BUSINESS SERVICES
240025	CATAPULTK12	INVOICES FOR CATAPULT K12	25,131.00	COMPUTER SERVICES
240121	CDT INC.	EMPLOYEE DRUG TESTING	1,500.00	PERSONNEL SERVICES
240002	CENTER UNIFIED REVOLVING FUND	PAYBACK REVOLVING PAYROLL	391.66	BUSINESS SERVICES
240003	CENTER UNIFIED REVOLVING FUND	PAYBACK THE REVOLVING PAYROLL	1,443.36	BUSINESS SERVICES
240171	CHARACTERSTRONG LLC	ONLINE CURRICULUM RENEWAL	99.00	WILSON C RILES MIDDLE SCHOOL
240135	CHEFS TOYS	EQUIPMENT FOR ALL SITES	10,000.00	CAFETERIA
240143	CINTAS LOCATION 622	DUST MOPS AND TOWEL SERVICE	2,500.00	MAINTENANCE
240046	CITRUS HEIGHTS SAW & MOWER	EQUIP/PARTS	3,000.00	MAINTENANCE
240156	CITY OF ROSEVILLE UTILITIES	ELEC/WATER/GARB/SEWER REX F.	113,081.00	MAINTENANCE

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
240064	COLLEGE OAK TOWING INC.	TOWING SERVICE	3,000.00	PERSONNEL SERVICES
240036	COUNTY OF SACRAMENTO	GREEN & WOOD WASTE DUMPS	1,250.00	MAINTENANCE
240132	COUNTY OF SACRAMENTO	FISCAL AGENT FEE 3RD QTR22/23	5,304.70	BUSINESS SERVICES
240065	CULLIGAN WATER OF SACRAMENTO	SOFT WATER SERVICE/BUSES	1,200.00	PERSONNEL SERVICES
240057	DELL MARKETING L.P.	LAPTOP REX FORTUNE OFFICE AST	1,638.91	COMPUTER SERVICES
240158	DELL MARKETING L.P.	NORTH COUNTRY LAPTOP/DOCK	1,910.27	COMPUTER SERVICES
240168	DELL MARKETING L.P.	LAPTOP FOR LIBRARIAN GAILYN	1,219.84	COMPUTER SERVICES
240201	EAST BAY RESTAURANT SUPPLY INC	KITCHEN EQUIPMENT FOR ALL SITE	10,000.00	CAFETERIA
240016	ECOTECH PEST MANAGEMENT INC	PEST CONTROL - DISTRICT WIDE	12,500.00	MAINTENANCE
240007	ENTEK CONSULTING GROUP INC	Hazardous Mat. Survey-Spinelli	1,750.00	MAINTENANCE
240061	ESPINOZA ANGELA	REIMBURSEMENT/VEH REPAIR	7,060.82	MAINTENANCE
240018	EWING IRRIGATION PRODUCTS	IRRIGATION PARTS/SUPPLIES	10,000.00	MAINTENANCE
240039	FERGUSON ENTERPRISES INC.	PLUMBING PARTS	2,000.00	MAINTENANCE
240078	FERGUSON ENTERPRISES INC.	HVAC PARTS/SUPPLIES	2,000.00	MAINTENANCE
240031	FERRELLGAS		1,000.00	MAINTENANCE
240066	FUTURE CHEVROLET of SACRAMENTO	VEHICLE PARTS/SUPPLIES	2,000.00	PERSONNEL SERVICES
240067	FUTURE FORD OF SACRAMENTO	VEHICLE PARTS/SUPPLIES	1,500.00	PERSONNEL SERVICES
240079	GEARY PACIFIC SUPPLY	HVAC SUPPLIES	8,000.00	MAINTENANCE
240071	GENUINE PARTS CO SAC	VEHICLE PARTS/SUPPLIES	2,000.00	PERSONNEL SERVICES
240068	GETTLER-RYAN INC	PUMP INSPECTION SERVICE	12,000.00	PERSONNEL SERVICES
240040	GRAINGER W.W. INC.	HARDWARE/MAINT UPKEEP	3,000.00	MAINTENANCE
240185	GRAY STEP SOFTWARE INC	ASBWORKS LICENSE FEES23/24	4,089.00	BUSINESS SERVICES
240047	GREEN ACRES NURSERY & SUPPLY	PLANTS/SUPPLIES	1,500.00	MAINTENANCE
240028	HASTIE'S SAND AND GRAVEL CO	MULCH, DIRT, GENERAL SUPPLIES	5,000.00	MAINTENANCE
240124	HILLYARD INC.	CUST. SUPPLIES-MOPS,VACUUMS ET	5,000.00	MAINTENANCE
240017	HOME DEPOT	MAINTENANCE SUPPLIES	20,000.00	MAINTENANCE
240118	HOME DEPOT	PLYWOOD/PORTABLE AC	521.01	PERSONNEL SERVICES
240144	HOME DEPOT	Custodial Supplies	5,000.00	MAINTENANCE
240021	IML SECURITY SUPPLY	SUPPLIES (DOORS, LOCKS ETC.)	20,000.00	MAINTENANCE
240069	JEEO HEALTH CENTER	EMPLOYEE PHYSICALS	1,200.00	PERSONNEL SERVICES
240142	JOHNSON CONTROLS FIRE	EXTINGUISHER SERVICE	1,091.23	MAINTENANCE
240160	JOHNSON CONTROLS FIRE	EXTINGUISHER SVC - CENTER HS	1,287.49	MAINTENANCE
240161	JOHNSON CONTROLS FIRE	EXTINGUISHER SVC - SPINELLI	1,451.17	MAINTENANCE
240163	JOHNSON CONTROLS FIRE	EXTINGUISHER SVC - DUDLEY	965.30	MAINTENANCE
240164	JOHNSON CONTROLS FIRE	EXTINGUISHER SVC - ANNEX	697.49	MAINTENANCE
240175	JOHNSON CONTROLS FIRE	EXTINGUISHER SVC - OAK HILL	655.02	MAINTENANCE
240080	JOHNSTONE SUPPLY	HVAC SUPPLIES	2,000.00	MAINTENANCE
240023	KELLY MOORE PAINT	PAINT - DUDLEY	1,650.18	MAINTENANCE
240041	KELLY MOORE PAINT	PAINT/SUPPLIES	5,000.00	MAINTENANCE
240056	LAKESHORE LEARNING MATERIA LLC	MARTIN/TOFT LAKESHORE SUPPLIES	1,235.40	REX FORTUNE ELEMENTARY
240100	LAKESHORE LEARNING MATERIA LLC	TOFT/MARTIN CLASSROOM MATER.	869.52	REX FORTUNE ELEMENTARY
240011	LOY MATTISON ENTERPRISES	ERATE PROJECT	1,495.00	COMPUTER SERVICES
240174	MCGRAW-HILL EDUCATION	CORRECTIVE READING CHS	1,943.09	CURRICULUM AND INSTRUCTION
240178	MCGRAW-HILL EDUCATION	CORRECTIVE READING WCR	1,833.95	CURRICULUM AND INSTRUCTION
240070	MICHAEL'S TRANSPORTATION SERV.	DRIVER STAFFING SERVICE	130,000.00	PERSONNEL SERVICES
240072	NORTH STATE TIRE CO. INC	TIRES	12,000.00	PERSONNEL SERVICES
240073	O'REILLY AUTO PARTS	VEHICLE PARTS/SUPPLIES	18,000.00	PERSONNEL SERVICES
240024	OFFICE DEPOT/BUS.SERVICES DIV	TRANSPORTATION OFFICE SUPPLIES	619.94	PERSONNEL SERVICES
240059	OFFICE DEPOT/BUS.SERVICES DIV	Classroom supplies	1,840.37	OAK HILL ELEMENTARY
240060	OFFICE DEPOT/BUS.SERVICES DIV	MARITN CLASSROOM SUPPLIES	211.38	REX FORTUNE ELEMENTARY
240155	OFFICE DEPOT/BUS.SERVICES DIV	Binders,dividers,clipboard etc	83.50	MAINTENANCE

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
240157	OFFICE DEPOT/BUS.SERVICES DIV	HR OFFICE SUPPLIES	170.42	PERSONNEL SERVICES
240162	OFFICE DEPOT/BUS.SERVICES DIV	MISC. CLASSROOM SUPPLIES	556.01	WILSON C RILES MIDDLE SCHOOL
240173	OFFICE DEPOT/BUS.SERVICES DIV	SUPPLIES - PE	173.90	WILSON C RILES MIDDLE SCHOOL
240202	OFFICE DEPOT/BUS.SERVICES DIV	CLASSROOM SUPPLIES - SCIENCE	925.90	WILSON C RILES MIDDLE SCHOOL
240042	PAULS SAFE & LOCK	KEYS, LOCKS ETC.	500.00	MAINTENANCE
240104	PITNEY BOWES GLOBAL FINANCIAL	LEASING INV.#3106157835:23/24	1,130.31	BUSINESS SERVICES
240106	PITNEY BOWES INC	SUPPLIES 4 POSTAGE METER23/24	554.44	BUSINESS SERVICES
240109	PITNEY BOWES INC	SUPPLIES FOR POSTAGE METER	554.44	BUSINESS SERVICES
240020	PLATT ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	20,000.00	MAINTENANCE
240116	PLUMMER RENEE'	BUS DRIVER TRAINING	3,000.00	PERSONNEL SERVICES
240123	POST-IT LLC	LIVESCAN	4,000.00	PERSONNEL SERVICES
240105	POSTAGE BY PHONE RESERVE ACCT	PREPAID POSTAGE 4 METER:23/24	10,000.00	BUSINESS SERVICES
240150	PRACTI-CAL INC	OPEN PO	50,000.00	SPECIAL EDUCATION
240199	PROJECT LEAD THE WAY INC	PLTW SUPPLIES	2,540.21	WILSON C RILES MIDDLE SCHOOL
240074	PRUDENTIAL OVERALL SUPPLY INC	UNIFORM/CLEANING SUPPLY SERV.	3,250.00	PERSONNEL SERVICES
240015	PURDY MICHAEL	MICHAEL PURDY JUNE 2023	55.81	COMPUTER SERVICES
240110	RALLY FACTORY	FLAG FOOTBALL UNIFORMS	1,513.11	BUSINESS SERVICES
240133	RALLY FACTORY	VOLLEYBALLUNIFORMS	1,860.06	BUSINESS SERVICES
240081	REFRIGERATION SUPPLIES DISTR.	HVAC PARTS/SUPPLIES	2,000.00	MAINTENANCE
240172	RENAISSANCE LEARNING INC.	STAR PHONICS SUBS FOR ALL ELEM	7,488.50	CURRICULUM AND INSTRUCTION
240120	RICH AUTO DETAIL & REPAIR	BUS CLEANING/POLISH SERVICE	14,825.00	PERSONNEL SERVICES
240075	RIVERVIEW INTERNTL TRUCKS	VEHICLE PARTS/SUPPLIES	3,000.00	PERSONNEL SERVICES
240010	ROSS RECREATION EQUIP CO.INC.	SLIDE REPLACEMENT-OH	8,910.76	MAINTENANCE
240145	S M U D	ELECTRICITY	602,000.00	MAINTENANCE
240148	SACRAMENTO COUNTY UTILITIES	SEWER SVC DISTRICT WIDE	40,000.00	MAINTENANCE
240119	SAFETY-KLEEN SYSTEMS INC.	PUMP SERVICE	300.27	PERSONNEL SERVICES
240165	SCHOOL DATEBOOKS	STUDENT AGENDA BOOKS	2,541.20	WILSON C RILES MIDDLE SCHOOL
240179	SCHOOL INNOVATIONS &	INV-SIA-515	13,900.00	BUSINESS SERVICES
240149	SHELTONS UNLIMITED MECHANICAL	EQUIPMENT MAINTENANCE	50,000.00	CAFETERIA
240043	SHIFFLER EQUIPMENT SALES INC	PARTS/MAINT UPKEEP	1,000.00	MAINTENANCE
240170	SHRED CITY LLC	SHREDDING SERVICE - 8408 WATT	1,500.00	MAINTENANCE
240051	SIERRA BUILDING SYS INC	NFPA 72 AND NFPA 25 INSP.	52,342.54	MAINTENANCE
240048	SIERRA PACIFIC TURF SUPPLY	CHEMS/FERTILIZER/GRASS FEED	3,000.00	MAINTENANCE
240200	SJCOE ASSESSMENT PROJECTS	EDJOIN SUBSCRIPTION	901.44	PERSONNEL SERVICES
240082	SLAKEY BROS. INC.	HVAC PARTS	2,000.00	MAINTENANCE
240153	SPURR	NATURAL GAS DISTRICT WIDE	75,000.00	MAINTENANCE
240186	STAPLES BUSINESS ADVANTAGE	SUPPLIES	247.88	DUDLEY ELEMENTARY
240187	STAPLES BUSINESS ADVANTAGE	SUPPLIES	865.59	DUDLEY ELEMENTARY
240188	STAPLES BUSINESS ADVANTAGE	SUPPLIES	119.83	DUDLEY ELEMENTARY
240189	STAPLES BUSINESS ADVANTAGE	SUPPLIES	514.73	DUDLEY ELEMENTARY
240190	STAPLES BUSINESS ADVANTAGE	SUPPLIES	1,089.45	DUDLEY ELEMENTARY
240191	STAPLES BUSINESS ADVANTAGE	SUPPLIES	265.65	DUDLEY ELEMENTARY
240192	STAPLES BUSINESS ADVANTAGE	SUPPLIES	109.39	DUDLEY ELEMENTARY
240193	STAPLES BUSINESS ADVANTAGE	SUPPLIES	1,218.17	DUDLEY ELEMENTARY
240194	STAPLES BUSINESS ADVANTAGE	SUPPLIES	73.46	DUDLEY ELEMENTARY
240195	STAPLES BUSINESS ADVANTAGE	SUPPLIES	460.22	DUDLEY ELEMENTARY
240197	STAPLES BUSINESS ADVANTAGE	SUPPLIES	61.86	DUDLEY ELEMENTARY
240005	STERICYCLE INC	MED. WASTE-DIST WIDE	10,000.00	MAINTENANCE
240134	SUNRISE PARK & RECREATION DIST	ELOP PROGRAM 22/23 OAKHILL	47,603.13	BUSINESS SERVICES
240154	SUREWEST-CONSOLIDATED COMM.	INTERNET/PHONE SVC DIST WIDE	25,000.00	MAINTENANCE
240176	SUREWEST-CONSOLIDATED COMM.	PHONE SVC - WILSON RILES	5,400.00	MAINTENANCE

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
240001	T-MOBILE	OPEN P.O. FY/23/24 COURIER PH	480.00	BUSINESS SERVICES
240030	T-MOBILE	TECH SERVICES PHONES	4,000.00	COMPUTER SERVICES
240076	T-MOBILE	CELL PHONE/MITCHELL	400.00	PERSONNEL SERVICES
240098	T-MOBILE	CELLPHONE SVC - MOT	6,500.00	MAINTENANCE
240151	T-MOBILE	MOBILE PHONE SERVICE	1,600.00	PERSONNEL SERVICES
240152	T-MOBILE	EMPLOYEE PHONE SERVICE	400.00	PERSONNEL SERVICES
240130	TACKETT-OLIVER MELISSA	R-pencils, prizes, incentives	568.79	OAK HILL ELEMENTARY
240138	TACKETT-OLIVER MELISSA	R-Fridge and Ipad	2,493.88	OAK HILL ELEMENTARY
240044	TRACTOR SUPPLY CO.	TOOLS/PARTS	500.00	MAINTENANCE
240049	TRACTOR SUPPLY CO.	TOOLS/PARTS	500.00	MAINTENANCE
240115	TRISTAR AUTO CARE INC	BUS WINDOW CLEANER	200.51	PERSONNEL SERVICES
240107	TWIN RIVERS UNIFIED SCH DIST	FY23/24 POLICE SERVICES	206,500.00	BUSINESS SERVICES
240013	U.S. BANK NATIONAL ASSOCIATION	DIST. VEHICLES-CAR WASH	950.00	MAINTENANCE
240045	U.S. BANK NATIONAL ASSOCIATION	SSL RENEWAL AERIES	899.98	COMPUTER SERVICES
240159	U.S. BANK NATIONAL ASSOCIATION	CITE CONFERENCE	1,440.00	COMPUTER SERVICES
240169	U.S. BANK NATIONAL ASSOCIATION	WASTE RECEPTACLE	1,780.18	MAINTENANCE
240127	US AIR CONDITIONING	HVAC SUPPLIES	2,000.00	MAINTENANCE
240022	WAXIE SANITARY SUPPLY	CUST SUPPLIES-DISTRICT WIDE	126,000.00	MAINTENANCE
240181	XEROX CORPORATION	OPEN P.O FY23/24NON-XEROXDEV	16,075.48	BUSINESS SERVICES
240182	XEROX CORPORATION	OPEN P.O XEROXSUPPLIES FY23/24	70,000.00	BUSINESS SERVICES
240183	XEROX CORPORATION	OPEN P.O. 23/24 XEROXCONTRACT	495,034.44	BUSINESS SERVICES
TOTAL FUND			3,217,183.83	

13 CAFETERIA FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
240084	BUTLER CHEMICALS INC	CHEMICALS FOR KITCHENS	8,000.00	CAFETERIA
240087	COUNTY OF SACRAMENTO	HEALTH PERMITS	4,600.00	CAFETERIA
240019	D&P Creamery	MILK FOR SCHOOL SITES	1,158.48	CAFETERIA
240085	D&P Creamery	DAIRY ITEMS	170,000.00	CAFETERIA
240083	DANIELSEN CO., THE	FOOD & PACKAGING ITEMS	131,500.00	CAFETERIA
240027	EAST BAY RESTAURANT SUPPLY INC	HEATED HOLDING CABINET	8,854.93	CAFETERIA
240058	EMS LINQ INC	PINPADS W/ SCANNER FOR POS	1,456.10	CAFETERIA
240090	GOLD STAR FOODS INC	FOOD & STORAGE FEES	342,000.00	CAFETERIA
240093	IMPERIAL DADE LLC	PAPER GOODS	45,000.00	CAFETERIA
240095	JEW JEANNENE	MILEAGE REIMBURSEMENT	300.00	CAFETERIA
240034	JONES REGINA	MILEAGE REIMBURSEMENT	11.53	CAFETERIA
240094	KNUTSON KARI	MILEAGE REIMBURSEMENT	300.00	CAFETERIA
240096	MICHELLE SWETT	MILEAGE REIMBURSEMENT	300.00	CAFETERIA
240088	PLACER COUNTY ENVIRONMENTAL	HEALTH PERMITS - PLACER	3,250.00	CAFETERIA
240091	PROPACIFIC FRESH	PRODUCE FOR SCHOOLS	132,311.87	CAFETERIA
240097	PRUDENTIAL OVERALL SUPPLY INC	TOWEL CLEANING	3,200.00	CAFETERIA
240014	SHELTONS UNLIMITED MECHANICAL	LABOR ON FREEZER INSTALL @ DUD	51,357.22	CAFETERIA
240032	STAPLES BUSINESS ADVANTAGE	BEG. OF YEAR OFFICE SUPPLIES	909.05	CAFETERIA
240012	SYSO CORPORATION	DIGITAL THERMOMETERS	328.85	CAFETERIA
240089	SYSO CORPORATION	FOOD AND NON FOOD ITEMS	70,000.00	CAFETERIA
240092	T-MOBILE	CELL PHONE SERVICE PLAN	1,000.00	CAFETERIA
240086	THE AMERICAN BOTTLING COMPANY	BOTTLES WATERS	1,600.00	CAFETERIA
		TOTAL FUND	977,438.03	

21 BUILDING FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
240035	CALIFORNIA AMERICAN WATER CO	FEE FOR FLOW TEST-NC M OD	500.00	MAINTENANCE
240052	DIVISION OF STATE ARCHITECT	DGS FEE-CHS MOD PROJECT	27,793.06	MAINTENANCE
240037	MASON L. DONALDSON	INSPECTOR SERVICE-NC MOD	143,000.00	MAINTENANCE
240008	MID PACIFIC ENGINEERING INC.	Geotechnical Enginerring-NC Mo	24,850.00	MAINTENANCE
240006	SIGNATURE GRAPHICS	PRINTING AND COPIES-NC MOD	2,000.00	MAINTENANCE
		TOTAL FUND	198,143.06	

25 CAPITAL FACILITIES FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
240114	BODE & BODE LOCK & SAFE	Rekeying Rex Fortune	32,255.45	MAINTENANCE
240033	SUTTER BUTTES COMMUNICATIONS	RADIOS FOR SAFETY-RF	9,299.11	MAINTENANCE
TOTAL FUND			41,554.56	
TOTAL DISTRICT			4,434,319.48	

FUND	AMOUNT
01 GENERAL FUND	3,217,183.83
13 CAFETERIA FUND	977,438.03
21 BUILDING FUND	198,143.06
25 CAPITAL FACILITIES FUND	41,554.56
TOTAL DISTRICT	4,434,319.48

Agenda Item: XV-A



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: Candidate Statement Fees – BB 9220, Governing Board Elections

☐ Action Item

☐ Information Item

Attached Pages 3

BACKGROUND:

Trustee Bruno requested that Board Bylaw 9220 be discussed regarding Candidate Statement Fees.

RECOMMENDED BOARD ACTION:

Discussion item only.

Bylaw 9220: Governing Board Elections

Status: ADOPTED

Original Adopted Date: 11/17/2021 | **Last Revised Date:** 03/15/2023 | **Last Reviewed Date:** 03/15/2023

Board Member Qualifications

Any person is eligible to be a member of the Governing Board, without further qualifications, if the person is 18 years of age or older, a citizen of California, a resident of the school district or, if applicable, the trustee area, a registered voter, and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board member except when the person has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

A district employee elected to the Board shall resign from district employment before being sworn in or shall have the employment automatically terminated upon being sworn into office. (Education Code 35107)

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. The Superintendent or designee shall provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

Recalling a Board Member

A Board member may be recalled as permitted by Elections Code 11000. Proponents of a recall are required to serve, file, and publish or post a notice of intention to circulate the recall petition and to comply with other applicable law and formalities and county elections official directives. The petition, pursuant to Elections Code 11041, is required to be in the format provided by the Secretary of State and to include an estimate of the cost of conducting the special election, as determined by the county elections official, in consultation with the district.

Within 14 days after the meeting at which the Board receives a certificate of sufficiency of signatures on a recall petition from the county elections official, the Board shall order an election to be held to determine whether the Board member named in the petition shall be recalled. The election shall be held not less than 88, nor more than 125, days after the date that the Board orders the election. However, the election may be conducted within 180 days after the issuance of the Board's order to consolidate the election with a regularly scheduled election.

Recall elections shall be conducted in accordance with Elections Code 11381-11386.

Board Member Annual Residency Verification

Recognizing the public's right to know that board members continue to meet the qualifications to serve on the board and in an effort to provide transparency, within 30 days prior to the Governing Board's Annual Organizational meeting, each board member must provide verification in the form of at least 2 documents that they continue to reside within the school district's boundaries. This annual verification will be made with the Superintendent's Office with the Superintendent and at least one other staff member witnessing, and board member addresses shall not be made public. Further, the documentation is for verification only and neither the address nor the documentation will be kept on file. Upon verification from all Governing Board Members, and no later than the next regularly scheduled board meeting after the Annual Organizational Meeting, the Superintendent shall report whether or not each board member has provided address verification within the district boundaries and what types of documentation were provided by each. While the status of the verification and forms of documentation will be discussed, the addresses themselves will not be disclosed. Acceptable forms of verification would be a rental or lease agreement, deed or title to residential real property, mortgage bill, home utility bill including cellular phone bill, medical document, employment document, property tax bill or statement, or Internal Revenue Service or California Franchise Tax Board

tax returns. If a board member is unable to provide at least 2 documents to verify their residency, they will discuss this with the Superintendent as early as possible to find a reasonable accommodation for verifying residency. If residency can not be verified, actions would be taken, up to and including censure.

A district employee elected to the Board shall resign his/her employment before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. The Superintendent or designee shall provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

Consolidation of Elections

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

In addition, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. (Elections Code 14051, 14052)

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

Elections Process and Procedures

Board members may reside anywhere within the district's boundaries and shall be elected by all voters in the district.

To ensure ongoing compliance with the California Voting Rights Acts, the Board may review the district's Board election method to determine whether any modification is necessary due to changes in the district's population or any of its racial, color, or language minority group composition. The review shall be based on the Superintendent or designee's report to the Board after the release of each decennial federal census.

When the district's election method is to be changed, the Board shall hold public hearings in accordance with Elections Code 10100 before adopting a resolution at an open meeting specifying the change(s), and shall, in accordance with Education Code 5019, obtain approval from the county committee on school district organization having jurisdiction over the district.

The election method or trustee-area boundaries in effect at the beginning of a Board member's term shall be used when any vacancy that occurs during that term is to be filled, even if, during the term, the district has adopted "by-trustee area" election method or trustee area boundaries have been adjusted.

Any petition for a special election ordered pursuant to Education Code 5091 shall contain the county election official's estimate of the cost of conducting the special election, expressed on a per-student basis. (Education Code 5091)

Campaign Conduct

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

Candidates for the Board may submit a candidate statement to the elections official for inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

The district shall pay the cost of printing, handling, translating, mailing, and/or electronically distributing candidate statements filed pursuant to Elections Code 13307.

Tie Votes in Board Member Elections

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)

Agenda Item: XV-B



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Scott A. Loehr
Superintendent

Initials:
SL

SUBJECT: Board Governance Handbook

☒ **Action Item**

☐ **Information Item**

Attached Pages 13

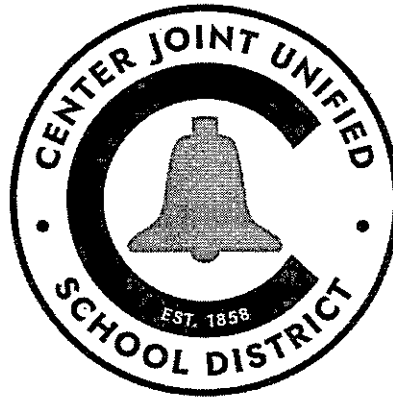
BACKGROUND:

On June 10, 2023, the Board met, reviewed and drafted the Board Governance Handbook. The final product is being presented for approval.

RECOMMENDED BOARD ACTION:

The CJUSD Board of Trustees approve the Board Governance Handbook.

Agenda Item: XV-B



Governance Handbook

The Board of Education is entrusted by the community to uphold the Constitutions of California and the United States, to protect the public interest in schools, and to ensure that a high quality education is provided to each student.

Board of Trustees

Mrs. Delrae Pope, President
Mrs. Nancy Anderson, Clerk
Mr. Steve Bruno, Representative
Mr. Howard Ballin, Member
Mrs. Adrianna Sammons, Member

Superintendent

Scott Loehr

Unity of Purpose, Roles and Responsibilities, Norms, Agreements

This handbook reflects the governance team's work on creation of a framework for effective governance. This involves ongoing discussions about unity of purpose, roles, norms and coming to agreement on protocols for formal structures that enable the governance team to continue to perform its responsibilities in a way that best benefits all children, staff and the community.

Building a Governance Team Unity of Purpose

School district governance is the act of transforming the needs, wishes, and desires of the community into policies that direct the community's schools.

In a school district, the Board and Superintendent work together as a governance team. For a governance team to work together effectively, members need to: Maintain a unity of purpose; agree on and govern within appropriate roles; create and sustain a positive governance culture and; create a supportive structure for effective governance.

What do we as a governance team want to accomplish? What do we stand for?

- Our shared purpose is to have the best learning environment for all students and to support the vision, mission and goals of the district. (Appendix A)
- We want to improve the District through shared commitment and trust between students and parents, district and school staff, and the community.
- We will adhere to our respective roles and responsibilities as district leadership (Superintendent) and Board members in an effort to work productively toward the District's shared mission and vision.
- We want to be a team with a common focused direction, a catalyst for the focused efforts of employees, and for community to see evidence of this focused direction.
- We want to be partners with the staff in positive change.
- We want to oversee the continued development of an excellent program and first-rate facilities, making sure we continue to improve.
- We want to exemplify a positive culture.
- We stand for equity and the improvement of outcomes for all students and to providing the necessary strategies to meet the needs of each and every student.

Roles and Responsibilities

Mutually agreed roles of Board members and the Superintendent

The role of Trustees is to stay focused on the overall view while fulfilling five responsibilities:

- setting direction.
- establishing structure.
- providing support.
- ensuring accountability.
- acting as community leaders.

We carry out these responsibilities in each of the following job areas:

- Establishing District Direction
- Student Learning and Achievement
- Finance
- Facilities
- Human Resources
- Policy
- Judicial Review
- Collective Bargaining
- Community Relations and Advocacy

The Superintendent assists the Board in carrying out its responsibilities in each of the job areas and leads the staff toward the accomplishment of the agreed upon District vision and goals.

Creating and Sustaining a Positive Governance Team Culture

Culture is the positive or negative atmosphere created by the way people in an organization treat each other. Teams have unwritten (implicit) or written (explicit) agreements about how they will behave with each other and others. These behavioral ground rules, often called norms, enable teams to build and maintain a positive culture or shift a negative one.

Governance Norms

In addition to meeting the norms below in order to create a positive culture and atmosphere, we agree to act in ways that will help us meet the CSBA Professional Governance Standards.

WE AGREE TO THE FOLLOWING NORMS AT ALL TIMES–

- Focus on students' best interests.
- Embrace and respect differences of opinion).
- Show respect and courtesy.
- Participate in effective deliberation, listening openly and providing everyone the opportunity to express his or her point of view.
- Commit to open and honest communication.
- Dedicate the time necessary to govern effectively.
- Be collaborative.
- Maintain confidentiality in an effort to foster trust.
- Be present, minimize distractions, and participate fully in all board activities

Board Governance Protocols

Leadership Responsibility and Roles of the Board

Board members carry authority only as Board, not as individuals. Individuals can request action by bringing up a new idea, explaining their interest in a particular course of action and working to get a majority of the Board to support moving in that direction. When a majority of the Board, sitting in a formal meeting, requests action, that request should be made in the context of the intended results (what is to be accomplished), not the methods used to achieve those results. Normally, requests from Board members shall be communicated through the President and/or Superintendent.

In order to be effective representatives of the Board and District, all members will:

- Act at all times in a manner that reflects positively on the District;
- Refrain from obligating the District by speech or implication, unless authorized to do so by the Board;
- Represent the Board at various school events, when appropriate;
- Refer any concerns, questions, or comments to the Superintendent; and,
- Reinforce with the community the key messages agreed upon by the Board.

In responding to stakeholder concerns regarding the work of the District, Board members will make an effort as appropriate to:

- *Receive* the information, remembering that only one side of the story is being presented at that point.
- *Repeat* the information – paraphrase to ensure understanding.
- *Remind* those voicing concern(s) that Board members have no authority as an individual.
- *Re-Direct* – Thank those voicing concern(s) for sharing their thoughts and refer them to the appropriate staff member or process, if necessary.
- *Report* – In a timely manner, inform the Superintendent.

When interacting with the public and their constituents, Board members will hold themselves to the highest level of professional and ethical conduct.

The Board's Role and Relationship with the Staff and Community

When visiting Schools or Departments as a Board member, as a professional courtesy, Board members shall make arrangements with the Site and Department in advance and shall be respectful of their impact on regular activities. Board members shall provide advance notification to the Superintendent of such visits.

At no time, while visiting schools shall a member interrupt or interfere with school administration, instructional or pupil support activities, or involve him or herself in personnel issues, student records, or union activities.

To assist in this matter, the Superintendent will ensure that principals, teachers and other staff know that their normal activities should in no way be necessarily disrupted should a Board member visit the school site (e.g., a teacher does not need to interrupt their lesson when a Board member visits their classroom).

Board members, when requesting information from staff, shall make requests through the Superintendent.

Board Meetings and the Agenda

Meetings of the Board are held in public, but are not open-forum town hall meetings. Meetings will be conducted in such a way as to allow the public to provide input in the time allotted to ensure that multiple voices of the community may be heard and inform Board deliberations; however, when the Board deliberates, it will be a time for the Trustees to listen and learn from each other, taking public input into consideration without reengaging the public.

Board meetings will be held at 6:00 p.m. (with Closed Session starting at 5:00 or 5:30 p.m.) on the third Wednesday each month, with special meetings to be held on the first Wednesdays, whenever possible. Meetings will continue to be held in the District Board Room.

The design of the Board agenda will follow the historical structure utilized by the Board. When necessary or appropriate, the structure may be reorganized by consultation between the Superintendent and Board President.

The Superintendent and President, with the support of staff, will create each Board Agenda. In advance of the preparation of the Board Agenda, Board members may request items to be placed on the agenda. The Board President and the Superintendent will discuss the contents of the agenda and the process that will be followed at the meeting, in advance of the Board Meeting.

Chart of Policy Revision Process

Step 1 – CSBA Policy Update Packet

- District receives policy update packet from CSBA

Step 2 – Distribution of Policies for Board Review

- District staff member (e.g., administrative assistant) distributes policies for review and comments.

Step 3 – Superintendent Review of Recommended Policy Changes

- Superintendent and staff provide to the Board at Board Meeting 1 (Step 4), with appropriate comments and edits. Whenever possible, the Board Policies shall be provided to the Board at least 7 days in advance of the meeting.

Step 4 – Board Meeting 1

- The Original Packet of Updated Policies is placed on the Board Agenda (Board Meeting 1), under Business Items, and is considered as First Reading by the Board. Board members may discuss the policies presented. If there are policies that are of concern, the policies shall be returned through the process.

Step 5 – Board Meeting 2

- The policies will be presented to the Board for approval as a Business Item.

Board members will make every effort to submit, prior to the meeting, questions they intend to ask so that the Superintendent and district staff have the opportunity to prepare to answer Board members' questions at Board meetings.

When an individual Board member requests information for an upcoming Board meeting, that information will be provided to all Board members. If questions are posed that were not submitted prior to the meeting, Trustees will acknowledge their question(s) as spontaneous and that they understand that staff may not have the information on hand to provide sufficient answer(s).

Individual Board members are expected to self-monitor compliance to Public Meeting laws, including limiting Closed Session to the legally appropriate agenda item(s).

Board members need equal access to information, and to operate within the boundaries established within the Public Meeting law.

The use of email and social communication is subject to the Public Meeting Law. The Superintendent shall forward questions and answers to all Board members. Board members, when responding, may not "reply to all."

In an effort to maintain a culture of professionalism, stay focused, while respecting the need to be available to family members, during meetings Trustees will:

- Set cell phones to 'silent' or 'vibrate' mode;
- Be discreet when checking devices.

The Board will follow Robert's Rules of Order.

Board members individually and collectively demonstrate confidentiality as appropriate and as outlined through the mandates of the California Education Code, the Brown Act, and other compliance criteria established by law or legislation. Respecting the confidentiality of information maintains the Board's judicial review role.

Board members will review the information provided to them and be open to ongoing professional development and training.

The Board believes that when no legal reason exists of a conflict of interest, its members have a duty to vote on issues before them.

When a member abstains, their abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

Board members will model professional behavior by being polite and respectful of the points of view held by their fellow Governance Team members.

Governance Team members are reminded that policy and decisions reserved to the Board must be made as a Board. Except where otherwise indicated in the Education or Government Codes, a majority consists of three of five members of the five-member Board voting for an item. Once the decision has been made, it becomes the decision of "the Board."

Under the concept of majority rule, each member is compelled to support the successful implementation of a policy decision, program, or procedure even when he or she does not agree with the decision.

The governance team will strive for brevity in deliberations, keeping remarks brief and to the point so that all opinions can be expressed and meetings can be efficient.

Addressing each agenda item, the Board shall normally adhere to the following process:

- Staff presentation/addressing questions from the Board;
- Obtaining input from the community;
- Engaging in Board discussion and deliberation.

Since the Public Meeting Law (Brown Act) expressly prohibits discussion leading to action from being conducted unless agendaized, Governance Team members are strongly encouraged to refrain from engaging members of the public in dialogue about issues not on the agenda.

In general, citizens and residents wishing to “dialogue” with members should be encouraged to contact individual members and discuss issues of importance with them or the Superintendent as appropriate.

As a result of a comment under public communication, a Trustee may ask that a matter be addressed, with or without a follow-up report to the Board.

The Board’s Role in Collective Bargaining

The Board’s involvement in the Collective Bargaining process will be to:

- Ensure that the ethical, fiscal and educational goals of the community are represented in the actions taken throughout the collective bargaining process;
- Participate by providing direction and guidance to those selected to represent the Board (District Negotiation Team). Board members do not attend at-the table negotiations;
- Believe in open and regular communications with each of our associations and, accordingly, that a section of each Board meeting agenda will be set aside to hear the issues and concerns of the bargaining units;
- Establish the bargaining approach to be utilized by its negotiation team;
- Set the District’s collective bargaining parameters for its negotiation team;
- Expect, as the representative of the Board, that the Superintendent will ensure that the Board, collectively and individually, is informed on the issues and strategies implemented within the collective bargaining process; and,
- Assign the Superintendent or designee as the collective bargaining spokesperson for the Board.

The Board’s Relationship with the Superintendent

The Board will commit to work through and with the Superintendent on issues regarding the running of the District. The Superintendent will inform the Board as soon as possible of:

- serious safety concerns
- serious disciplinary action
- serious or unexpected personnel changes or disciplinary issues
- serious illness or death of a student or a staff member
- legal or liability concerns
- notable achievements

In all matters, the Board and Superintendent are expected to protect confidential information.

As the norm, the Superintendent speaks on behalf of the Board. The Board President is authorized to speak on behalf of the Board, when necessary.

The Superintendent will inform the Board when media contacts the Superintendent. If a Board member is contacted by the media they will inform the Superintendent.

Conflicts between individual Board members and/or the Superintendent will be addressed privately between those involved in the conflict and will not include other members of the Board or the public (community, staff, media etc.).

The Board commits to complete an annual evaluation of the Superintendent. The Board President at the time of the annual evaluation will be the author of the evaluation and will be crafted based on consultation of the Board. The Board will set aside at least one Closed Session meeting, starting no later than March for the purpose of creating the annual evaluation of the Superintendent. In consultation with the Superintendent, the evaluation process and associated documents will be developed and approved by the Board, not later than the first Board meeting in May. The evaluation process and instrument is designed to bring about the collective view of the Board. Thus, the evaluation will reflect the majority view of the Board, as a whole.

The Ongoing Implementation of Board Approved Protocols

Within 90 days of the election/appointment of a new Board member or appointment of a new Superintendent, a study session of the whole Board will be held for the purpose of reviewing/updating the governance protocols of the Board.

Upon the request of two or more Board members, or every four years, a special study session will be called for the purpose of reviewing/updating of the governance protocols of the Board.

Agenda Item: XV-C



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023
TO: Center Joint Unified School District Board of Trustees
FROM: Scott A. Loehr
Superintendent
INITIALS: SL
SUBJECT: CSBA Nominations for Director-at-Large African American, American Indian, and County

☒ Action Item

☐ Information Item

Attached Pages 4

BACKGROUND:

Nominations will be accepted until Friday, September 29, 2023. Nominations must be made by a CSBA member board and the nominee must be a board member from a CSBA member district.

RECOMMENDED BOARD ACTION:

Agenda Item: XV-C



California School Boards Association

TIME SENSITIVE, REQUIRES BOARD ACTION

DEADLINE Friday, September 29, 2023

Please deliver to all members of the governing board.

August 1, 2023

MEMORANDUM

TO: All CSBA Member Districts and County Offices of Education
FROM: Susan Markarian, CSBA President
SUBJECT: Call for Nominations for CSBA Directors-at-Large African American, American Indian, and County

Nominations for CSBA Directors-at-Large African American, American Indian, and County are currently being accepted through Friday, September 29, 2023. Directors-at-Large play an important role at CSBA, helping shape policy and set organizational direction.

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. It is important to note Standing Rules 108 and 109 prior to making a nomination. SR 108 prohibits Directors from serving on state-wide boards whose organization focuses on labor, parents, special interests, or other segments of the school governance community as it is seen as a conflict of interest. SR 109 prohibits employees of CSBA from serving on the Board of Directors and Delegate Assembly.

The elections will take place at CSBA's Delegate Assembly meeting on Wednesday, November 29, 2023 at the San Francisco Hilton Union Square. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference, December 2, 2023. **All newly elected Directors should plan to attend a required orientation in San Francisco following the 3rd General Session at the Annual Education Conference on December 2.**

A valid nomination includes the following and are required to be submitted **no later than 11:59 p.m. on Friday, September 29, 2023** via online submission or emailed to nominations@csba.org.

- **Nomination form from a member board:** A completed, signed, and dated nomination form. Member boards must secure permission before placing a name into nomination.

Nominees are required to submit the following candidate materials by **11:59 p.m. on Friday, October 13, 2023:**

- **Candidate Form:** A signed and dated candidate form completed by the nominee.
- **Two letters of recommendation:** A one page, single-sided, letter addressed to CSBA President Susan Markarian. Recommendation letters may be from:
 - 1) A CSBA member district or county office of education (COE) board – **If the letter is signed by the Superintendent, it must state in the letter that the letter of recommendation is "on behalf of the board."**
 - 2) An individual board member from a CSBA member district or COE board
 - 3) Another association of school or county office of education board members
- **An optional, one-page, single-sided résumé** from the nominee.

Please contact CSBA's Executive Office at nominations@csba.org should you have any questions.

Director-at-Large, African American, American Indian, and County Nomination Form 2023

Nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education, who has consented to be nominated. It is the responsibility of the nominating board to obtain permission prior to making the nomination.

* Required

1. Name of School District or County Office Board of Education *

Enter your answer

2. Nominee's Full Name *

Enter your answer

3. Director-at-Large Position: *

Select your answer



4. Nominee's School District or County Office Board of Education *

Enter your answer

5. You confirm the nominee is not on a state-wide board whose organization represents labor, parents, special interests, or other segments of the school governance community *

☐ Yes

☐ No

6. You confirm the nominee is not a CSBA employee *

☐ Yes

☐ No

7. Signature of the Board Clerk or Secretary (type full name) *

Enter your answer

You can print a copy of your answer after you submit

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Center Joint Unified School District

Notice of Public Hearing

The governing board of Center Joint Unified School District, in order to comply with the requirements of Education Code Section 60119 will hold a public hearing on August 16, 2023 at six o'clock.

The purpose of the public hearing is to comply with Education Code Section 60119 which requires school districts to certify that the District has provided each pupil with sufficient textbooks and instructional materials consistent with the cycles and content of the curriculum frameworks.

**District Board Room, District Annex Office
Center District Annex Office
3243 Center Court Lane, Antelope, CA 95843**

August 16, 2023

6:00 PM

POSTED: August 1, 2023

Agenda Item: XV-D



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

FROM: Michael Jordan, Initials:
Director of Curriculum, Instruction, and Special Ed. MDJ

SUBJECT: Certification of Provision of Standards-Aligned Instructional Materials

☒ Action Item ☐ Information Item Attached Pages _____

BACKGROUND:

The local governing board of Center Joint Unified School District hereby certifies that as of this date, each pupil in the district in kindergarten through grade twelve has been provided with a standards-aligned textbook or basic instructional materials to meet the requirements of Education Code Section 60422 (a) For students in K-8, the instructional materials were purchased from an approved standards-aligned state adoption list as required by CCR, Title 5, section 9531. For students in K-8, the instructional materials were adopted by the local governing board following a district review of materials and their alignment with state content standards as required by CCR, Title 5, section 9531.

RECOMMENDED BOARD ACTION:

CJUSD Board of Trustees Approve Certification of Provision of Standards-Aligned Instructional Materials.

Agenda Item: XV-D

Agenda Item: XV-E



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023

TO: Center Joint Unified School District Board of Trustees

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

Initials:
MDJ

SUBJECT: Resolution #1/2023-24: Statement of Assurances of Instructional Materials Fund

☒ **Action Item**

☐ **Information Item**

Attached Pages 2

BACKGROUND:

Education Code Section 60119 (c) specifies that the governing boards of school districts are subject to the requirements of Education Code 60119 to receive funding for Pupil Textbook Instruction Materials Incentive Program (Education Code 60252) and/or instructional materials from any state source in a fiscal year in which the Superintendent of Public Instruction determines that the base revenue limit per average daily attendance (ADA) for each school district will increase by at least one percent from the prior fiscal year.

See the resolution below.

RECOMMENDED BOARD ACTION:

CJUSD Board of Trustees approve Resolution No. #1/2023-24: Statement of Assurances of Instructional Materials Fund, which certifies that the District has sufficient materials in CORE subjects.

Agenda Item: XV-E

Resolution On Sufficiency of Instructional Materials
Center Joint Unified School District
2023-24
Resolution #1/2023-24

Whereas, the Governing Board of the Center Joint Unified School District, in order to comply with the requirements of Education Code 60119, held a public hearing on August 16th, 2023, at six o'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10-day notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parent/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which sufficient textbooks or instructional materials were provided to all students, including English learners, in the Center Joint Unified School District, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards adopted by the State Board of Education pursuant to Education Code 60605 and/or the Common Core State Standards adopted pursuant to Education Code 60605.8;

Finding of Sufficient Textbooks or Instructional Materials

Whereas, sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, in the following subjects:

- Mathematics
- Science
- History-Social Science
- English language arts, including the English language development component
- of an adopted program

- World/foreign language
- Health

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2023-2024 school year, the Center Joint Unified School District has provided each student with sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED THIS 16th day of August, 2023 at a meeting, by the following vote:

AYES: _____ NO's: _____ ABSENT: _____

Attest:

Scott Loehr
Secretary to the Board

Delrae Pope
CJUSD Board President

Agenda Item: XV-F



AGENDA ITEM

BOARD OF TRUSTEES

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

SUPERINTENDENT

Scott A. Loehr

MEETING DATE: August 16, 2023
TO: Center Joint Unified School District Board of Trustees
FROM: Lisa Coronado
Director of Fiscal Services
SUBJECT: 2023-24 45-Day Budget Update

Initials:
LC

☐ Action Item

☒ Information Item

Attached Pages 8

BACKGROUND:

Lisa Coronado, Director of Fiscal Services, is presenting an update to the Board's adoption of the 2023-24 Budget as a result of the State's final budget adoption.

RECOMMENDED BOARD ACTION:

Information item only.

Center Joint Unified School District
2023-24 45-Day Budget Update and Multiyear Fiscal Projection
As of August 4, 2023
Presented August 16, 2023

At the time the Center Joint Unified School District (CJUSD) Board adopted the District budget for 2023-24, the State had not yet adopted its budget. Since that time, the budget has been passed and signed by the Governor. The budget maintained several proposals that were included in the May Revision; however, some changes were incorporated into the final State Budget. As a result, this document will indicate the changes that will be implemented at Center Joint Unified School District for the 2023-24 fiscal year.

The major transitional kindergarten through grade 12 (TK-12) funding provisions in the 2023-24 State Budget are as follows:

- The funded cost-of-living adjustment (COLA) to the Local Control Funding Formula (LCFF), special education and several other categorical programs outside the LCFF is 8.22%.
- \$1.1 billion reduction to the Learning Recovery Emergency Block Grant
- \$200 million reduction to the Arts, Music and Instructional Materials Discretionary Block Grant
- \$300 million (ongoing) increase to create an LCFF Equity Multiplier intended to close opportunity gaps. These funds will be allocated to schools serving more than 70% socioeconomically disadvantaged students and more than 25% transient students.
- Multiple changes to Local Control Accountability Plan (LCAP) requirements. This includes new requirements to:
 - Add focused goals to address educator preparation and student performance for schools receiving Equity Multiplier funding.
 - Add specific actions to address any school or student group assigned the lowest performance level on any California School Dashboard indicator.
 - Change actions deemed ineffective over a three-year period.
 - Tie schoolwide and districtwide actions to specific outcome metrics.
- ELO-P: Extends the timeline local educational agencies have to expend or encumber Expanded Learning Opportunities Program (ELO-P) funding received in 2021–22 or 2022–23 through the 2023–24 school year.
- The delay of the \$550 million in planned support from 2023-24 to 2024-25 for the California Preschool, Transitional Kindergarten (TK) and Full-Day Kindergarten Facilities Grant Program. This program provides funding for the construction of new classrooms or the retrofit of existing school facilities for these programs.
- \$100 million decrease in planned support for the School Facility Program in 2023-24, reducing the allocation from approximately \$2.1 billion to approximately \$2.0 billion. This program provides funding for new construction and modernization.
- \$15 million (one-time) increase for grants to LEAs to acquire and install commercial dishwashers. This is in addition to the \$600 million included in the

2022-23 State Budget for kitchen infrastructure grants.

- \$10 million (one-time) increase to provide competitive grants for LEAs to credential, place and retain diverse school administrators.
- \$7 million (one-time) increase to provide competitive grants for LEAs to implement restorative justice best practices. These practices will be developed and made available on the CDE's website by June 1, 2024.
- \$6 million (one-time) increase for the California Student Aid Commission's Golden State Teacher Program. This program administers grants to teacher candidates enrolled in a special education teacher preparation program who agree to teach at high-need school sites.
- \$3.5 million (ongoing) increase to be allocated to COEs for distributing naloxone hydrochloride, or another medication to reverse an opioid overdose, to LEAs. This is to ensure all middle, high and adult schools maintain at least two doses on campus for emergency aid.

Proposition 28

In November 2022, voters approved Proposition 28, which mandates the annual allocation of 1% of the TK-12 portion of Proposition 98 funding for arts and music instruction in schools. The State Budget estimates total funding for Proposition 28 to be \$938 million in 2023-24. Furthermore, legislation adopted with the State Budget (SB 115) includes several technical clarifications to the proposition, such as specifying that the funding amount for a given fiscal year is finalized as of the subsequent year's May Revision.

LEAs should exercise caution in planning for the expenditure of these funds. LEA and school site allocations are not yet known and some key provisions of the Proposition, including the restriction on supplanting and the requirement to use 80% of the funding for employees, lack clarity. As a reminder, LEAs have a three-year timeframe to spend each year's allocation of funds.

Reductions to Block Grants

Arts, Music and Instructional Materials Discretionary Block Grant

The 2022-23 State Budget established the Arts, Music and Instructional Materials Discretionary Block Grant, totaling \$3.5 billion in one-time funds. This grant provides LEAs with funding for specified uses, including standards-aligned professional development, instructional materials, improved school culture and development of diverse and culturally relevant book collections. The 2023-24 State Budget reduces this amount by \$200 million, or approximately 6%.

The 2023-24 CJUSD Budget reduced the Arts, Music and Instructional Materials Discretionary Block Grant related expenditures by 50% from \$2,401,717 down to \$1,200,859. This 45-Day Budget Revision increases the grant's related expenditures \$1,056,755 as a result of the State Budget revisions. CJUSD's revised allocation is now \$2,257,614. 2023-24 revenue for this grant is not affected because it was allocated in the 2022-23 fiscal year.

Learning Recovery Emergency Block Grant

The 2022-23 State Budget also established the Learning Recovery Emergency Block Grant, totaling \$7.9 billion in one-time funds, to support academic learning recovery and staff and pupil social and emotional well-being. This funding is designated to be spent through the 2027-28 fiscal year. The 2023-24 State Budget reduces funding for the Learning Recovery Emergency Block Grant by \$1.1 billion, or approximately 14%, in the 2022-23 fiscal year. However, it is the intent of the legislature to restore these funds starting in fiscal year 2025-26, with an increase of \$378.7 million each year through the 2027-28 fiscal year.

CJUSD's initial Learning Recovery Emergency Block Grant allocation was \$5,965,719. This amount was reduced by 32% in CJUSD's Budget to \$4,056,689 as a result of the Governor's May Revision proposal. The State Budget reduced the amount cut to 14% of the initial allocation bringing CJUSD's new allocation to \$5,130,518. This 45-Day Budget Revision increases the grant's related expenditures \$1,073,829 as a result of the State Budget revisions. The full allocation was paid to districts in 2023-24 so CJUSD will need to return \$835,201 through the apportionment process.

Transitional Kindergarten (TK)

The 2023-24 State Budget makes three significant changes to TK staffing requirements as compared with the May Revision:

- Beginning in 2025-26, all TK classrooms must be staffed at a 10-to-1 student-to-adult ratio. While it is the intent of the legislature to provide funding to support this staffing ratio, the 10-to-1 requirement is no longer contingent upon the receipt of additional funding.
- Beginning in 2023-24, any LEA that opts to enroll children in TK who meet the definition of "early enrollment children" (those whose fourth birthday falls between June 2 and September 1 preceding the school year in which they are enrolled in TK) must adhere to a 10-to-1 student-to-adult ratio and maintain a maximum class size of 20 for classes that include an early enrollment child.
- The credentialed teacher requirement and the qualification requirements for adults assigned to a TK classroom that were part of the Governor's January Budget and May Revision are not included in the state's adopted budget.

Special Education

As part of the State Budget, the Special Education base grant will receive an 8.22% COLA and will now be approximately \$887.40 per funded average daily attendance (ADA). Furthermore, the State Budget maintains the following policy adjustments that were initially proposed in and revised slightly from the Governor's January Budget and May Revision:

- Special Education Local Plan Areas (SELPAs) are required to allocate base funding of at least the same amount provided to their member LEAs in 2022-23 for the 2023-24 fiscal year. This minimum allocation should be increased by the 8.22% COLA and adjusted to account for any changes in the funded ADA.

- LEAs may allocate funds back to their SELPA for purposes of providing regionalized or other programmatic services.

Planning Factors for 2023-24 and Multiyear Projections

Planning Factor	2023-24	2024-25	2025-26
LCFF			
Statutory COLA	8.22%	3.94%	3.29%
STRS Employer Rates	19.10%	19.10%	19.10%
PERS Employer Rates	26.68%	27.70%	28.30%
Lottery			
Unrestricted per ADA	\$177	\$177	\$177
Lottery – Prop. 20 per ADA	\$72	\$72	\$72
Minimum Wage	\$16.00	\$16.50	\$16.90
Mandated Block Grant for Districts			
K-8 per ADA	\$37.81	\$39.30	\$40.59
9-12 per ADA	\$72.84	\$75.71	\$78.20

Effect on CJUSD Budget

The attached spreadsheets detail changes in the CJUSD Multi-Year Projection related to the Adopted State Budget and staffing updates.

Revenue:

Expenditures: The expenditures related to the Arts, Music, and Instructional Materials Discretionary Block Grant and the Learning Recovery Emergency Block Grant increases have been adjusted to reflect the increased revenue. Salaries and benefits have been adjusted to reflect staffing changes.

Net Increase (Decrease) in Fund Balance: At budget adoption, the District estimated that the unrestricted General Fund ending fund balance was projected to increase each year of the multi-year project: \$544,779 in 2023-24, \$809,902 in 2024-25, and \$2.99 million in 2025-26. CJUSD has reserved funds for salary increases for all bargaining units. The anticipated total cost of the increases has been added to this multi-year projection. As a result, the unrestricted General Fund ending fund balance will decrease in 2023-24 by \$1.18 million and 2024-25 will decrease by \$656,337. There are sufficient one-time funds to cover the deficit for the next two years. 2025-26 continues to show an increase with a projected \$1.48 million surplus. The final ending fund balance cannot be determined until the 2022-23 fiscal year books are closed and the carried over general fund amount is determined.

Conclusion

While the state's revenues remain a concern, the current state budget and education funding is to be celebrated. In spite of the state's \$31.5 billion budget deficit, core educational services were boosted and cuts were largely avoided. Because only two of CJUSD's restricted programs were affected by the California Budget changes as compared to the May Revision, CJUSD's 2023-24 Budget remains relatively unchanged when compared to the CJUSD June budget adoption except for the addition of a salary increase for all district employees.

The 45-Day Budget Revision updated projection supports that the District will be able to meet its financial obligations for the current and two subsequent years and maintain positive monthly cash balances. Therefore, the Center Joint Unified School District continues to certify that its financial condition is positive.

Center Joint Unified School District
2023-24 45-Day Budget Update

Unrestricted General Fund

Description	Object Codes	2023-2024 Budget	% Change (Cols. C-A/A) (B)	2024-2025 Projection (C)	% Change (Cols. E-C/C) (D)	2025-2026 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	54,403,722.00	4.99%	57,117,140.00	5.76%	60,405,246.00
2. Federal Revenues	8100-8299	0.00	#DIV/0!	0.00	#DIV/0!	0.00
3. Other State Revenues	8300-8599	1,754,856.00	2.42%	1,797,383.00	1.43%	1,823,074.00
4. Other Local Revenues	8600-8799	615,980.00	-1.33%	607,801.00	0.38%	610,101.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	#DIV/0!	0.00	#DIV/0!	0.00
b. Other Sources	8930-8979	0.00	#DIV/0!	0.00	#DIV/0!	0.00
c. Contributions	8980-8999	(15,051,468.00)	0.73%	(15,161,598.00)	0.42%	(15,225,197.00)
6. Total (Sum lines A1 through A5c)		41,723,090.00	6.32%	44,360,726.00	7.33%	47,613,224.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				19,787,967.00		21,177,077.00
b. Step & Column Adjustment				208,220.00		294,433.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				1,180,890.00		402,000.00
e. Total Cert Salaries (Sum B1a-B1d)	1000-1999	19,787,967.00	7.02%	21,177,077.00	3.29%	21,873,510.00
2. Classified Salaries						
a. Base Salaries				6,482,108.00		6,383,873.00
b. Step & Column Adjustment				97,492.00		65,035.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(195,727.00)		
e. Total Class Salaries (Sum B2a-B2d)	2000-2999	6,482,108.00	-1.52%	6,383,873.00	1.02%	6,448,908.00
3. Employee Benefits	3000-3999	9,975,611.00	5.20%	10,493,861.00	1.90%	10,693,091.00
4. Books and Supplies	4000-4999	1,976,730.00	2.77%	2,031,485.00	2.49%	2,082,069.00
5. Services and Other Operating Expenditures	5000-5999	4,241,375.00	2.79%	4,359,735.00	2.51%	4,469,078.00
6. Capital Outlay	6000-6999	241,531.00	0.00%	241,531.00	0.00%	241,531.00
7. Other Outgo (excluding Transfers of Indirect Costs) 7100-7299, 7400-7499		950,000.00	0.00%	950,000.00	0.00%	950,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(756,618.00)	-17.99%	(620,499.00)	0.77%	(625,278.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	#DIV/0!	0.00	#DIV/0!	0.00
b. Other Uses	7630-7699	0.00	#DIV/0!	0.00	#DIV/0!	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1-B10)		42,898,704.00	4.94%	45,017,063.00	2.48%	46,132,909.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(1,175,614.00)		(656,337.00)		1,480,315.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form OII, line F1e)						
2. Ending Fund Balance (Sum lines C and D1)						
3. Components of Ending Fund Balance (Form OII)						
a. Nonspendable	9710-9719	55,762.87		55,762.87		55,762.87
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790					
f. Total Components of Ending Fund Balance						

Center Joint Unified School District
2023-24 45-Day Budget Update

Restricted General Fund

Description	Object Codes	2023-2024 Budget	% Change (Cols. C-A/A) (B)	2024-2025 Projection (C)	% Change (Cols. E-C/C) (D)	2025-2026 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	4,485,218.00	-25.76%	3,329,825.00	0.48%	3,345,709.00
3. Other State Revenues	8300-8599	6,352,286.00	-2.01%	6,224,719.00	1.24%	6,301,808.00
4. Other Local Revenues	8600-8799	2,429,846.00	0.00%	2,429,816.00	0.00%	2,429,830.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	15,051,468.00	0.73%	15,161,598.00	0.42%	15,225,197.00
6. Total (Sum lines A1 through A5c)		28,318,818.00	-4.14%	27,145,958.00	0.58%	27,302,544.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				8,635,856.00		7,919,113.00
b. Step & Column Adjustment				65,636.00		106,263.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(782,379.00)		(433,917.00)
e. Total Cert Salaries (Sum B1a-B1d)	1000-1999	8,635,856.00	-8.30%	7,919,113.00	-4.14%	7,591,459.00
2. Classified Salaries						
a. Base Salaries				4,164,563.00		4,006,462.00
b. Step & Column Adjustment				13,539.00		29,880.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(171,640.00)		
e. Total Class Salaries (Sum B2a-B2d)	2000-2999	4,164,563.00	-3.80%	4,006,462.00	0.75%	4,036,342.00
3. Employee Benefits	3000-3999	7,949,405.00	-4.68%	7,577,136.00	-1.92%	7,431,421.00
4. Books and Supplies	4000-4999	1,701,152.00	-2.59%	1,657,027.19	-4.93%	1,575,334.40
5. Services and Other Operating Expenditures	5000-5999	7,524,730.00	0.86%	7,589,321.00	2.49%	7,778,130.56
6. Capital Outlay	6000-6999	271,000.00	0.00%	271,000.00	0.00%	271,000.00
7. Other Outgo (excluding Transfers of Indirect Costs) 7100-7299, 7400-7499		3,500.00	0.00%	3,500.00	0.00%	3,500.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	618,938.00	-21.99%	482,819.00	0.99%	487,598.91
9. Other Financing Uses					0.00%	
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1-B10)		30,869,144.00	-4.41%	29,506,378.19	-1.12%	29,174,785.87
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(2,550,326.00)		(2,360,420.19)		(1,872,241.87)
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form OII, line F1e)						
2. Ending Fund Balance (Sum lines C and D1)						
3. Components of Ending Fund Balance (Form OII)						
a. Nonspendable	9710-9719					
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790					
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)						

Center Joint Unified School District

2023-24 45-Day Budget Update

Unrestricted/Restricted General Fund

Description		Object Codes	2023-2024 Budget	% Change (Cols. C-A/A) (B)	2024-2025 Projection (C)	% Change (Cols. E-C/C) (D)	2025-2026 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)							
A. REVENUES AND OTHER FINANCING SOURCES							
1. LCFF/Revenue Limit Sources		8010-8099	54,403,722.00	4.99%	57,117,140.00	5.76%	60,405,246.00
2. Federal Revenues		8100-8299	4,485,218.00	-25.76%	3,329,825.00	0.48%	3,345,709.00
3. Other State Revenues		8300-8599	8,107,142.00	-1.05%	8,022,102.00	1.28%	8,124,882.00
4. Other Local Revenues		8600-8799	3,045,826.00	-0.27%	3,037,617.00	0.08%	3,039,931.00
5. Other Financing Sources							
a. Transfers In		8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources		8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions		8980-8999	0.00	0.00%	0.00	#DIV/0!	0.00
6. Total (Sum lines A1 through A5c)			70,041,908.00	2.09%	71,506,684.00	4.77%	74,915,768.00
B. EXPENDITURES AND OTHER FINANCING USES							
1. Certificated Salaries							
a. Base Salaries					28,423,823.00		29,096,190.00
b. Step & Column Adjustment					273,856.00		400,696.00
c. Cost-of-Living Adjustment					0.00		0.00
d. Other Adjustments					398,511.00		(31,917.00)
e. Total Cert Salaries (Sum B1a-B1d)		1000-1999	28,423,823.00	2.37%	29,096,190.00	1.27%	29,464,969.00
2. Classified Salaries							
a. Base Salaries					10,646,671.00		10,390,335.00
b. Step & Column Adjustment					111,031.00		94,915.00
c. Cost-of-Living Adjustment					0.00		0.00
d. Other Adjustments					(367,367.00)		0.00
e. Total Class Salaries (Sum B2a-B2d)		2000-2999	10,646,671.00	-2.41%	10,390,335.00	0.91%	10,485,250.00
3. Employee Benefits		3000-3999	17,925,016.00	0.81%	18,070,997.00	0.30%	18,124,512.00
4. Books and Supplies		4000-4999	3,677,882.00	0.29%	3,688,512.19	-0.84%	3,657,403.40
5. Services and Other Operating Expenditures		5000-5999	11,766,105.00	1.55%	11,949,056.00	2.50%	12,247,208.56
6. Capital Outlay		6000-6999	512,531.00	0.00%	512,531.00	0.00%	512,531.00
7. Other Outgo (excluding Transfers of Indirect Costs) 7100-7299, 7400-7499			953,500.00	0.00%	953,500.00	0.00%	953,500.00
8. Other Outgo - Transfers of Indirect Costs		7300-7399	(137,680.00)	0.00%	(137,680.00)	0.00%	(137,679.09)
9. Other Financing Uses							
a. Transfers Out		7600-7629	0.00	#DIV/0!	0.00	#DIV/0!	0.00
b. Other Uses		7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)							
11. Total (Sum lines B1-B10)			73,767,848.00	1.02%	74,523,441.19	1.05%	75,307,694.87
C. NET INCREASE (DECREASE) IN FUND BALANCE							
(Line A6 minus line B11)			(3,725,940.00)		(3,016,757.19)		(391,926.87)
D. FUND BALANCE							
1. Net Beginning Fund Balance (Form OII, line F1e)							
2. Ending Fund Balance (Sum lines C and D1)							
3. Components of Ending Fund Balance (Form OII)							
a. Nonspendable		9710-9719	55,762.87		55,762.87		55,762.87
b. Restricted		9740					
c. Committed							
1. Stabilization Arrangements		9750					
2. Other Commitments		9760					
d. Assigned		9780					
e. Unassigned/Unappropriated							
1. Reserve for Economic Uncertainties		9789					
2. Unassigned/Unappropriated		9790					
f. Total Components of Ending Fund Balance							
(Line D3f must agree with line D2)							