ITEM “I”

CONSIDERATION OF CONSENT AGENDA
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**TOTAL AMOUNT:**
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- **30002**
- **VOYAGES OFFICE SUPPLIES INC**
- **50002**
- **WARE RESOURCES**
- **70002**
- **UNITED ELECTRIC MACHINERY**
- **90002**
- **U.E. BANK**
- **10002**
- **DECAL PAPER**
- **12002**
- **FUNDING INC**
- **13002**
- **GREEN SUPPLY**
- **14002**
- **PONTIERS FLORIDA SUPPLY INC**
- **15002**
- **SHERWIN WILLIAMS**
- **16002**
- **S.P. PAPER**
- **17002**
- **SHERWIN WILLIAMS PAPER**
- **18002**
- **S.P. PAPER**
- **19002**
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**PANDS:**
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- D. E. F.

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- G. H. I.
- J. K. L.

**VENDOR:**
- M. N. O.

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CLAIMS WARRANT AND DISTRIBUTION TRANSFER:

PLACE: 9 FINDS TO GENERAL FUND

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Total: $110,492.64

*Fund Totals: $68,010,069.494*
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TOTAL AMOUNT: $642.14

FUND TOTALS:
- 500.00
- 90.00
- 90.00
- 61.80

COMMENTS:
- 9 funds: 11 adult education funds
- Batch: 22
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- CLAIMS WARRANT AND DISTRIBUTION TRANSITION
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**SUMMARY:**

- TOTAL AMOUNT: $197,586.44
- Warrant Count: 57
- FUND TOTALS: 13
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CLAIMS WARRANT AND DISTRIBUTION TRANSMITTAL

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CLAIMS WARRANT AND DISTRIBUTION TRANSFERS

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**Fund Totals:**
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- Item 3: $3,000
- Item 4: $3,000
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- Item 6: $3,000

**Total Fund Amount:** $18,000
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CLAIMS WARRANT AND DISTRIBUTION TRANSFER

STATE BOARD OF REGULATION
SCHOOL SERVICES OF CALIFORNIA

CLAIMS WARRANT NO. 24
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CLAIMS WARRANT AND DISTRIBUTION TRANSFER

J. Pund: 01 General Fund

BATCH: 1

PAGE NO. 28
*b. Personnel*

Shall the Board approve the following personnel items? *(All employee final hires are contingent upon fingerprint clearance by Superintendent/Designee and funding source is indicated at the end of each item if it is funded through some means other than the general fund)*

1.) **Certificated Personnel**
   A) Hire of Gene Watanabe, 0.40 FTE Industrial Technology teacher at Silver Springs High School, effective 9/23/2013;  
   B) 6/5th period (temporary) for Jason Bohrer, BRHS English teacher, effective for the 2013/14 school year;  
   C) Hire of Sherry Reafsnyder as a temporary BRHS Credit Recovery teacher for the 2013/14 school year at the extra duty rate;  
   D) Hire of Michael Brown as a temporary NUHS Credit Recovery teacher for the 2013/14 school year at the extra duty rate;  
   E) Hire of Jody Druze-Faker as a temporary NUHS Credit Recovery teacher for the 2013/14 school year at the extra duty rate;  
   F) Hire of Lynn McDaniel as a temporary NUHS Credit Recovery teacher for the 2013/14 school year at the extra duty rate;  
   G) Increase in hours for Elyce Canter from 0.8 FTE to 1.0 FTE, SSHS Special Education teacher;  
   H) Hire of Allison Cassel and Kris Youngman, to split the Health Class assignment for the 2013/14 school year (1 per diem day each);  
   I) 6/5th period (temporary) for Beth Whittlesey, as a NUHS Home Based teacher, for the 2013/14 school year;  
   J) Hire of Michael McGovern as a temporary NUHS Credit Recovery teacher for the 2013/14 school year at the extra duty rate;  
   K) 6/5th period (temporary) for Kevin Baker, NUHS math teacher, for the 2013/14 school year;  
   L) 6/5th period (temporary) for Tim Reid, BRHS Agriculture teacher, for the 2013/14 school year (reimbursed by ROP);  
   M) Hire of Tamara Haas, as Temporary SSHS Department Chair-Statistics/Survey/Data/SPSA, for the 2013/14 school year;  
   N) Hire of Kelly Good as Temporary SSHS Yearbook Coordinator, for the 2013/14 school year, for a portion of a coaching stipend ($1368.00);  

2.) **Classified Personnel**
   A) Resignation of Andrew Langdon, Technology Services Technician I, effective October 10, 2013;  
   B) Resignation of Barbara Billey, SSHS Cafeteria Employee, effective 9/11/2013;  
   C) Hire of Andrew Hedenland, NUHS Instructional Aide II- Special Education/Medical;  
   D) Hire of Jason Hubbard, NUHS Instructional Aide II- Special Education/Medical;  
   E) Hire of Jocelyn Bayne, Bi-Lingual/EL Instructional Aide;  
   F) Resignation of Caroline Wilson, NUHS Instructional Aide II- Special Education/Medical, effective September 26, 2013;  
   G) Resignation of Scott Pauley, BRHS Custodian, effective September 20, 2013;  
   H) Increase in hours for Kelly Holland, from 0.5 hrs/day to 0.75 hrs/day as a SSHS Cafeteria Employee;  
   I) Coaching Stipend for Bethany Williams, as Temporary SSHS Student Activities II, a stipend of $1368.00, for the 2013/14 school year;  
   J) Coaching stipend for Randy Fields, as Temporary SSHS Student Activities II, a stipend of $1368.00, for the 2013/14 school year;  

3.) **Adult Education Personnel**
   A) Hire of Julie Schibig, CASAS Testing/Orientation Coordinator;  

4.) **Supervisory Personnel**
   A) Resignation of Curtis Smith, Director of Technology and Information Systems, effective 10/4/2013;
B) Hire of Jeanine Atkins, as Interim Director of Technology and Information Systems, effective 10/7/2013;

5.) Temporary/Extra Duty/Short-Term Personnel
A) Hire of Noelle Voorhees, Substitute Instructional Aide I & II – Special Education/Medical, hours vary, as needed;
B) Hire of Melinda Last, Substitute Instructional Aide II – Special Education/Medical, hours vary, as needed;
C) Hire of Silvia Koleva, Substitute Instructional Aide I & II – Special Education/Medical, hours vary, as needed;
D) Hire of Michelle Uppman, BRHS Odyssey of the Mind Coach, for the 2013/14 school year (funded by OM Boosters donation);
E) Hire of Stephanie Stevens, on a temporary contract, to teach a Pointe class at $25/hour and choreograph and stage one piece for the Nevada Union High School Dance program's Spring for Dance production for $450.00 during the 2013/14 school year (funded by NU ASB Theatrical Dance);
F) Hire of Kyleigh Sackandy, on a temporary contract, to teach master classes at $25/hour and choreograph and stage one piece for the Nevada Union High School Advanced Dance program for $450 during the 2013/14 school year (funded by NU ASB Theatrical Dance);
G) Hire of Karen Attix, on a temporary contract, to teach master classes periodically at $25/hour and choreograph and stage one piece for the Nevada Union High School Dance program's Spring for Dance production for $450.00 during the 2013/14 school year (funded by NU ASB Theatrical Dance);
H) Hire of Jenni Bond to work as a Substitute Assistant Dance Director at a rate of $12/hour and volunteer part time for the NU Theatrical Dance program assisting with classes and rehearsals during the week, hours vary (funded by NU ASB Theatrical Dance);
### SURPLUS ITEMS - Agenda October 9, 2013

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*d. Donations*

Shall the Board accept the following donations?

1) Donation from the Bear River FFA Ag Booster donation of $3,200.00 towards the cost of the Bear River Agriculture Department expenses for the National Convention;

2) Donation of $3,000.00 from John and Chhanseda Lanterman for the Bear River High School Drama Department (ASB Drama fund);

3) Donation of $2,000.00 from John and Chhanseda Lanterman for the Bear River High School Choir Department;

4) Donation of $854.72 from Target’s Take Charge of Education for Bear River High School;

5) Donation of $6,579.30 from the Jansseens Family Charitable Remainder Trust with Morgan Stanley for the Bear River High School Ag Mechanics Department;

6) Two donations from the Bear River FFA Ag Booster donation of $2,843.75 and $753.74 to the Bear River Ag Mechanics program;

7) Newly purchased men and woman’s socks from the Sierra Presbyterian Church, valued at approximately $200.00, to be distributed to homeless students of the high school district;
DATE: September 4, 2013

TO: Louise Johnson

FROM: Jim Nieto

SUBJECT: Donation to Bear River High School

I would like to recommend to the Nevada Joint Union High School District Board of Trustees that they accept a donation of $6,579.30 from Morgan Stanley. These funds will be deposited in to the BRHS Ag Mechanics revolving account at the District Office. These funds will be used to purchase equipment from Harris Industrial Gases for our BRHS Ag Mechanics students. A copy of the check is attached.

Thank you.
MEMORANDUM

DATE: September 16, 2013

TO: Louise Johnson

FROM: Jim Nieto

SUBJECT: Donation to Bear River High School

I would like to recommend to the Nevada Joint Union High School District Board of Trustees that they accept two donations from the Bear River Ag Booster Organization:

$753.74 to be used to purchase equipment for the Ag Mechanics class

$2,843.75 to be used to purchase supplies for the Ag Mechanics Shop

Both checks have been sent to the district office to be deposited into the Bear River High School Ag Mechanics Revolving Account.

Thank you.
September 29, 2013

Dear Community Members of Sierra Presbyterian Church,

Thank you so much for the generous donation of newly purchased men and women's socks to be given to the homeless students of the high school district, valued at approximately $200.00! Your purchase of 10 bundles of 5 pairs of women's crew socks (50 pairs), 3 bundles of 6 pairs of low cut ankle socks (18 pairs) and 10 bundles of 6 pairs of men's socks (60 pairs) have been distributed to each of the following campuses and their homeless liaisons in our high school district:

Nevada Union High School
Bear River High School
Silver Springs High School
Ghidotti Early College High School
North Point Academy

Your generosity is beautiful and your thoughtfulness on behalf of our needy and homeless students is inspiring! On behalf of the Nevada Joint Union High School District, thank you so much!

Sincerely,

[Signature]

Anita Bagwell, Principal, North Point Academy & Nevada Union Adult Education

2013-14 Liaison for NJUHSD Homeless Students
TO: Mr. Paul Palmer, Director of Maintenance & Operations  
Nevada Joint Union High School District

FROM: Entek Consulting Group, Inc. (Entek)

DATE: September 6, 2013

RE: EPA Mandated AHERA Triennial Inspections

The Environmental Protection Agency's "Asbestos Hazard Emergency Response Act" (AHERA), requires ongoing compliance with its regulations. The next major requirement for each district will be the completion of the district's triennial inspection.

You will recall the original inspections were completed in 1988 or 1989. The first triennial inspections were completed in 1991/92, and subsequent triennial inspections were required and should have been completed every three years. It is now time to plan for the sixth triennial inspection.

Since Entek provided one or all of your previous inspections, we are prepared to complete the EPA-mandated inspections this time as well. This inspection must be conducted within three years of your last inspection. The dates for the new set of inspection are fast approaching.

These inspections must be conducted by EPA-accredited inspectors, and the reports will be prepared by EPA-accredited Management Planners. All Entek personnel are, also Cal/OSHA-certified, a new requirement since the original inspections. All Entek personnel are appropriately accredited and certified.

The timing for your next required inspection is listed below, as well as, our fee to provide this service. As you can see, the date for reinspection has passed and should be scheduled as soon as possible.

REQUIRED INSPECTION DATE = September 2013

FEE FOR INSPECTION SERVICES = $2,875.00

Note: For an additional fee, Entek can review your Management Plan for compliance with all AHERA requirements. This review or audit would be similar to an EPA inspection, and would evaluate compliance with notifications, training, six month surveillances, documentation of new buildings (including portables), and documentation of previous abatement projects, etc.
AHERA THREE-YEAR REINSPECTION TERMS AND CONDITIONS

TERMS - Items to be included:

1. The requirements listed in EPA's Asbestos Hazard Emergency Response Act for the three-year reinspections (Section 763.85).

2. Preparation of all required paperwork for addition to Management Plan.

3. Additional samples (if necessary) will be collected and analyzed at a rate of $24.00 each. Approval from the school district for sampling will be obtained prior to collection.

4. Alteration of the site maps to reflect current status.

5. Preparation of the annual notification to parents/staff, including any new information resulting from reinspection.

6. Reinspection of all original school sites containing asbestos.

7. Does not include inspections of school district buildings, that were not previously inspected.

8. Entek will provide blank forms with the current data from the Three-Year Reinspection's electronically to help assist with your future Six Month Surveillances in Word format.

CONDITIONS

1. Copies of your original Management Plan must be available for review.

2. All paperwork will be submitted to the district within 30 days of completion of inspection. Access to all locations must be provided during scheduled inspection time. If a return visit is necessary, a $80.00/hr. fee will be assessed.

3. Three-year reinspection cost of $2,875.00.

SCHEDULE

1. Email this form to mainoffice@entekgroup.com or fax to (916) 632-6812. Entek Consulting Group, Inc. will contact the district to schedule an inspection, once we receive the signed ‘AHERA THREE-YEAR REINSPECTION TERMS AND CONDITIONS’.

APPROVED:  

Richard Beall, CIH, CSP  
President  
Entek Consulting Group, Inc.  
mainoffice@entekgroup.com

ACCEPTED:  

Mr. Paul Palmer  
Director of Maintenance & Operations  
Nevada Joint Union High School District  
palmer@njuhsd.com

Z:\Clients\Nevada JUHSD\Proposals\3 Year - Sept 2013.wpd
AGREEMENT FOR PROGRAMS AND SERVICES

2013-2014

This agreement for programs and services ("Agreement") provided by the Placer County Office of Education’s 49er Regional Occupational Program ("PCOE/49er ROP") is entered into between Gayle Garbolino-Mojica, Placer County Superintendent of Schools, in her capacity as the Chief Executive Officer of PCOE, and Nevada Joint Union High School District ("District"). The Agreement is effective when executed by PCOE/49er ROP and the District.

RECITALS

WHEREAS, PCOE/49er ROP is authorized to establish and maintain the regional occupational program activities at various locations within Placer and Nevada Counties; and

WHEREAS, the PCOE/49er ROP offers programs meeting the rules, regulations, and standards set forth in the Education Code, the California Administrative Code Title V, and the California State Plan for Career Technical Education, to residents of Placer and Nevada Counties; and

WHEREAS, career technical education (CTE) programs entitled and listed herein, will be of benefit to the students of Placer and Nevada Counties; and

WHEREAS, the District wishes to participate in establishing and maintaining PCOE/49er ROP and related CTE programs and services,

NOW, THEREFORE, the District and the Placer County Office of Education PCOE/49er ROP agree as follows:

SECTION ONE: CAREER TECHNICAL EDUCATION ADVISORY COMMITTEE

The purpose of the advisory committee is to ensure PCOE/49er ROP’s programs and services are aligned with PCOE’s goals, school districts’ goals, and community needs, and that PCOE/49er ROP resources are allocated and supervised to optimize benefits to the District, PCOE/49er ROP, and the community.

The District shall:
1. Participate in a program planning process by being an active member of the PCOE/49er ROP Career Technical Education Advisory Committee which will meet in conjunction with the monthly Placer County Curriculum and Instruction meetings.

PCOE/49er ROP shall:
1. Convene a PCOE/49er ROP Career Technical Education Advisory Committee in conjunction with PCOE facilitated Curriculum and Instruction meetings for the purposes of guiding the strategic direction and decision making for PCOE/49er ROP and PCOE’s related career technical education programs and services.
SECTION TWO: PROGRAM PARTICIPATION

The District shall:

1. Assist in promoting, recruiting and requesting enrollment for appropriate students into PCOE/49er ROP courses. Specific tasks include:
   a. Make students aware of the PCOE/49er ROP programs and career and technical education opportunities available to them.
   b. Actively recruit, screen and assist students with enrollment requests into PCOE/49er ROP programs when programs are consistent with students’ college and career goals.
   c. Promote career and technical education, including PCOE/49er ROP and career guidance, as integral parts of the high school curriculum.
   d. Promote career technical education programs, including PCOE/49er ROP, on the high school campus and in the community, through open houses, displays, career week, graduation, news releases, school newspapers, yearbooks, local press releases, fliers, pamphlets, career speakers, etc.
   e. Implement procedures for recruiting, enrolling, and monitoring special education students to assure the proper placement and optimal success of each student.
   f. Counsel with and/or provide guidance to those students who indicate a sincere interest in enrolling in a PCOE/49er ROP class.
   g. Provide group guidance activities that specifically relate to the world of work (attitudes, job hunting, job keeping skills, decision-making, aptitudes, personal assessment, career planning, etc.).
   h. Arrange when necessary, conferences with the parents of PCOE/49er ROP students, instructors, operators of training sites, home high school personnel, etc.

2. Facilitate communication and coordination between District high schools and PCOE/49er ROP. Specific tasks include:
   a. Assist PCOE/49er ROP instructors with the scheduling of their appointments with potential PCOE/49er ROP students, campus instructors, counselors, parents, community groups and administrators.
   b. Provide representation and participation in all PCOE/49er ROP counselor meetings.
   c. Advise PCOE/49er ROP as to school and district calendars (holidays, in-service days, snow days, minimum days, examination days, mandated testing days, field trips, assemblies, etc.) and any other activities that could affect participation with PCOE/49er ROP.
   d. Keep the PCOE/49er ROP office current on district and high school policies relating to grade reporting, PCOE/49er ROP course titles and credits for student transcripts, course changes, course scheduling, course numbers, etc.
   e. Keep district and high school administrators, counselors and/or liaisons, and relevant support staff current on PCOE/49er ROP policy and procedures and answer related questions as they occur.
f. Provide accurate and current PCOE/49er ROP enrollment information to high school counseling departments.

g. Meet, when necessary, with the designated PCOE/49er ROP administrator regarding these and other tasks.

h. Process necessary PCOE/49er ROP forms (grade forms, drops, etc.)

3. Provide the necessary and appropriate facilities to conduct PCOE/49er ROP classes generally at no additional cost to PCOE/49er ROP, with the following criteria:

   a. Custodial services, maintenance, security and utilities will be provided at the same level of service as was provided to the room(s) prior to occupancy by PCOE/49er ROP. Additional services and costs will need to be negotiated with the district and PCOE/49er ROP.

   b. Use of support equipment, such as copy machines, will be made available, but may be subject to site review for related costs.

   c. Technology support, such as local network access, and telephone service, will be provided at the same level of service as was provided to the room(s) prior to occupancy by PCOE/49er ROP.

   d. The facilities and any furnishing and equipment provided to PCOE/49er ROP by the District shall remain the property of the District. At the time PCOE/49er ROP takes occupancy of the premises, the District shall have completed its inventory of all District property that will be located on or remain on the premises. If any furnishings and equipment are provided to PCOE/49er ROP by the District during the term of this Agreement, such furnishings and equipment shall be added to the District's inventory and shall remain the property of the District.

4. Designate all classes offered pursuant to this Agreement in bulletins, articles, and schedules, etc. as “PCOE/49er ROP classes.”

PCOE/49er ROP shall:

1. Administer, supervise and conduct all PCOE/49er ROP programs.

2. Recruit and enroll qualified students.

3. Provide instructors for all classes who are properly credentialed according the California Commission on Teacher Credentialing (CTC), and who are qualified in accordance with the California Department of Education course certification standards and requirements for regional occupational programs.

4. Provide curriculum that is approved by the California Department of Education, in accordance with the Department’s CTE Framework and CTE standards, and consistent with College and Career Readiness Standards, including the Common Core State Standards.

5. Employ, direct, supervise, and assume full responsibility for compensation of its employees, for all personnel-related costs including travel, instructional supplies/materials, printing, equipment and professional development.

6. Present to the District any revisions affecting time and/or location of classes or additional or cancelled sections.

7. Issue PCOE/49er ROP Certificates of Completion to those students who meet designated requirements.

8. Issue PCOE/49er ROP Competencies to those students who meet standards.
9. Provide program budget, including: instructor’s salary and benefits, materials and supplies, textbooks, travel, staff development, printing, and equipment.
10. Comply with all applicable ordinances, laws, and regulations affecting the use and occupation of the facilities thereof by PCOE. This covers, but is not limited to, the proper disposal of hazardous material, including EPA manifest requirements.
11. Prior to any requested alterations or added equipment to the facilities, PCOE/49er ROP shall comply with all District policies and procedures related to facilities modifications, etc., obtain written district approval and shall comply with all applicable laws. Any resulting increases in District operational costs, such as custodial service, utility costs, etc., shall be negotiated and resolved as to responsibility for payment of increased costs.
12. Cost associated with repairs/replacement of equipment in a lab environment used by PCOE/49er ROP due to normal wear and/or upgrades will be mutually agreed upon between both parties prior to any expenditures.

This agreement pertains to all PCOE/49er ROP courses, whether located within the District’s facilities or not. The PCOE/49er ROP programs currently offered on District sites in accordance with terms of this Agreement are:

**Nevada Union High School**
- ROP Automotive Services
- ROP Automotive Technology
- ROP Child Development and Education
- ROP Developmental Psychology of Children
- ROP Sports Medicine
- ROP Veterinary Science/Integrated Animal Science

**Bear River High School**
- ROP Child Development & Education

**SECTION THREE: DISTRICT INSTRUCTORS TEACHING A PCOE/49er ROP CLASS**

Tim Reid is employed by the District as an instructor. The District hereby agrees to release the above said instructor to teach the Agricultural Construction and Mechanics PCOE/49er ROP course, equivalent to one sections in a .20 FTE assignment, for the 2013 to 2014 school year. During the term of this agreement, the below said teacher shall remain an employee of the District, and the District will pay the full salary and benefits as currently negotiated. The District will invoice PCOE/ROP for the cost of the ROP sections. This is intended to be a one-year contract subject to annual review by PCOE/ROP and the District. This annual review should be completed before January 15, 2014.

<table>
<thead>
<tr>
<th>Teacher: Tim Reid</th>
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<tbody>
<tr>
<td>% of FTE</td>
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<tr>
<td>Corresponding Costs (including benefits)</td>
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</tbody>
</table>

July, 2013 Agreement for Programs and Services, 2013-14
The District shall:

1. Send to PCOE/49er ROP an invoice reflecting the .20 FTE assignment for the salary, statutory costs, and cost of benefits paid by the District each quarter, with the quarterly invoices submitted no later than October 10, 2013, January 10, 2014, April 10, 2014, and July 10, 2014, for the preceding quarter(s).

2. Ensure that the instructor fulfills responsibilities of this position including:
   a. Attend PCOE/ROP staff meetings and related professional development meetings pertinent to the instruction, curriculum, and delivery of the ROP course(s).
   b. Accurately take and record attendance, update assignments, and post grades into PCOE/ROP’s student information system in accordance by communicated deadlines.
   c. Provide course documentation as requested by PCOE/ROP, including (but not limited to): industry advisory meeting documents, curriculum outlines, course competencies, course syllabus, and course schedule/pacing guide.
   d. Complete the PCOE/49er ROP instructor checkout process to ensure all documents are completely submitted before final payment is processed for this agreement.

PCOE/49er ROP shall:

1. Within 30 days of receipt of each invoice, reimburse to the District for the amount invoiced reflecting the .20 FTE assignment for the salary, statutory costs, and cost of benefits paid by the District each quarter. The final payment from PCOE/ROP to the District will be contingent on the District teacher’s completion of tasks outlined in this agreement.

2. Ensure District’s students have opportunity to enroll in ROP courses, and coordinate with school site counselors and liaisons to clearly communicate expectations, processes, and enrollment confirmation.

3. Provide funding for pre-approved costs and expenses incurred for the course, for the school year, including: mileage, conference and travel, supplies, postage, substitute teacher, and photocopying costs.

4. Provide professional development opportunities for the District instructor to ensure the course content is consistent with California CTE Standards in accordance with the California Department of Education’s CTE Framework.

5. Coordinate with the school site to provide supervisory support for the course, including resolution of student attendance and/or behavior issues.

6. Coordinate with District personnel to resolve facilities and technology needs related to the PCOE/49er ROP course(s).

SECTION FOUR: SHORT TERM SUPPORT FOR A NON-PCOE/49er ROP CAREER TECHNICAL EDUCATION CLASS

PCOE/49er ROP agrees to support the cost of N/A Project Lead the Way courses, equivalent to N/A in a N/A FTE assignment, for the 2013-2014 school year, at a total combined cost of $Ø. During the term of this agreement, the instructors remain employees of the District and the District will pay the full salary and benefits as currently negotiated. This is intended to be a one-year contract which may be renewed following an annual review of program needs. This annual review should be completed before January 15, 2014.

July, 2013
Agreement for Programs and Services, 2013-14
The District shall:
1. Send to ROP an invoice reflecting the N/A FTE assignments for the salary, statutory costs, and cost of benefits paid by District each quarter, with the quarterly invoices submitted no later than October 10, 2013, January 10, 2014, April 10, 2014, and July 10, 2014, for the preceding quarter(s).
2. Provide all necessary equipment and facilities, and will be responsible for all other approved costs and expenses incurred for the course for the school year, including mileage, conference and travel, supplies, postage, substitute costs, and photocopying costs.
3. Provide data to PCOE/49er ROP related to the funded course as outlined in the Addendum (if applicable). The final payment from PCOE/ROP to the district will be contingent on receiving this data.

PCOE/49er ROP shall:
1. Invite teacher to PCOE/49er ROP sponsored training and events.

2. Within 30 days of receipt of each invoice, reimburse to District for the amount invoiced reflecting the N/A FTE assignments for the salary, statutory costs, and cost of benefits paid by District each quarter. The final payment from PCOE/ROP to the district will be contingent on receipt of data outline in the addendum.

SECTION FIVE: GENERAL PROVISIONS

Use of PCOE/49er ROP equipment, and/or property, is limited to PCOE/49er ROP programs and PCOE/49er ROP staff, unless otherwise authorized by PCOE/49er ROP administration. Such authorization must be in writing, containing specific conditions of use, and must be approved prior to any other (non-PCOE/49er ROP) use.

PCOE/49er ROP and the DISTRICT mutually acknowledge participation in the Schools Insurance Group for each parties individual liability coverage. Indemnity is not granted, nor should be assumed, by one party from the other in this MOU.

A PCOE/49er ROP program may be terminated at any time by mutual consent of the parties.
MODIFICATION
This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms, or conditions are deemed merged into this MOU. Any changes to this MOU shall be proposed in writing and forwarded to parties for concurrence no later than thirty days before the proposed changes are to take effect. Should changes in legislation occur, including, but not limited to, the California state budget, that necessitates revision of this MOU, the District and PCOE/ROP shall meet to revise it accordingly.

Placer County Office of Education

______________________________________________            ________________
Gayle Garbolino-Mojica                                  Date
Superintendent of Schools

Nevada Joint Union High School District

______________________________________________            ________________
Louise Bennicoff-Johnson                                  Date
Superintendent

July, 2013                                                Agreement for Programs and Services, 2013-14
August 13, 2013

To: County Superintendents, District Superintendents, and Chief Business Officers (CBO’s)

From: Karen Ricketts, Regional Director

Re: Memorandum of Understanding (MOU) District Roles & Responsibilities 2013-2014

I hope that you are enjoying the last few days of summer. The 2013-14 Education Budget passage brings a new era to school district and county office funding with the approval of the Local Control Funding Formula (LCFF).

With LCFF, the North Coast Beginning Teacher program plans to incrementally shift to a “fee for service” model. We regret that this requires a minor change from past practice. The program will continue to provide increased access to quality induction for districts that are employing new teachers in the region. Approved modules support the implementation of the Common Core State Standards and professional development for teachers involved in the direct instruction aligned to the academic content standards.

Sonoma County Office of Education, as the Local Education Agency (LEA) for the North Coast Beginning Teacher Program is committed to providing quality induction services. These services will continue to include regular coaching by support providers and staff, personalized learning that is integrated with school and district goals, and competency indicators required for program completion for all participating districts. State policy requires teachers to complete a Commission on Teacher Credentialing (CTC) approved BTSA Induction program in order to be recommended for a clear teaching credential. Currently, the program serves participating teachers in over 150 school districts across the region and we look forward to our continued partnership.

In order to assist and support districts through the LCFF funding shift, Sonoma County Office of Education will cover 90% of the cost of the induction program for the 2013-2014 school year. Individual districts will be asked to contribute 10% of the total cost, at $330 per beginning teacher. For example, if “District X” hires 10 beginning teachers in 2013/2014, the gross cost to the district would be $3,300 (10 X $330.00). Your district will be invoiced depending on the number of beginning teachers enrolled in the program.
### Fee Structure

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<thead>
<tr>
<th>Induction Program Services</th>
<th>Service to Include</th>
<th>Fee for Service</th>
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<tr>
<td>Induction Program – Year 1</td>
<td>Professional Development (Year 1 Modules)</td>
<td>$330.00</td>
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<tr>
<td>(Beginning Teachers)</td>
<td>Support Provider</td>
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<td></td>
<td>Program Materials</td>
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<td>Portfolio Review</td>
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<td>Certificate of Completion</td>
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<tr>
<td>Induction Program – Year 2</td>
<td>Professional Development (Year 2 Modules)</td>
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<td>(Beginning Teachers)</td>
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<td>Program Materials</td>
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<td>Portfolio Review</td>
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<td></td>
<td>Clear Credential Recommendation</td>
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<td>Intern Program</td>
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<td></td>
<td>Credential Recommendation</td>
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As outlined in that attached MOU, the NCBTP will continue to fund the cost of each support provider stipend at $1,200 and provide a stipend for District Coordination for 2013-2014. Please sign and return as soon as possible.

I look forward to working with you in preparing high quality teachers in the years to come. If you have any question regarding the “fee for service” process, please contact me. Thank you for all you do to support student achievement and teacher success.

cc Steven D. Herrington, Ph.D.  
Denise Calvert, Deputy Superintendent  
Jeffrey Heller, Ed.D.
North Coast Beginning Teacher Program

Memorandum of Understanding
Between
Sonoma County Superintendent of Schools as the Local Educational Agency
For the North Coast Beginning Teacher Program,
Participating County Offices of Education,
And
Participating School Districts and Employing Agencies

A. General

This Memorandum of Understanding (MOU) is between the Sonoma County Superintendent of Schools, serving as the Local Education Agency (LEA) for the North Coast Beginning Teacher Program ("Program"), and the County Offices of Education, districts, schools, employing agencies, and independent charter schools (collectively "District") signing below. The term of this MOU commences on July 1, 2013, and terminates on June 30, 2014.

B. Purpose

The purpose of the MOU is to establish a formal working relationship between the parties. The Program will provide and coordinate services to guide beginning teachers in meeting California credential requirements through the state-approved Induction Credential Program, the Education Specialists Clear Credential Program, the Career Technical Education Credential Program, the Adult Education Credential Program, and the university-based Intern Program. Throughout this document, new teachers from all of the credential areas are referred to as “Participating Teachers.”

C. Eligibility

Eligible teachers are those hired within the NCBTP regional “Consortium” defined as the following counties: Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, Nevada, Sonoma, and Trinity Counties. The following credential programs are available to teachers within the Consortium: Intern Program: Teachers who have obtained an Intern Credential from a partner university. Preliminary Credential Program: Designated Subjects (Career Technical Education and Adult Education) teachers who meet the industry experience and pre-requisite CCTC requirements. Clear Credential Program: Teachers holding preliminary Multiple Subjects, Single Subject, or Education Specialist Credentials, Out of State and Out of Country trained teachers, and Designated Subjects (Career Technical Education and Adult Education) teachers. Note: Adult Education, Career Technical Education, Special Education and Intern teachers who are outside the Consortium may be eligible to participate in the Program on a fee-for-service basis. Teachers who hold a preliminary credential and need to obtain their Clear Credential who are beyond their first two years of teaching, and/or are teachers in Private Schools, are eligible to participate in the program on a fee-for-service basis.

D. LEA Responsibilities

1. Employ a Regional Director whose primary duty is to administer the Program and employ support staff whose primary duty is to support the administration of the Program.
2. Provide sufficient and appropriate workspace for the Regional Director, Program support staff, County Coordinator, Program Coordinators, and Credential Advisor.
3. Provide office support services for the Consortium, including, but not limited to, mail service, phone, fax, Internet services, technology support, and meeting space for Program activities.
4. Provide business and legal services required for Program implementation for the region.
5. Develop and establish procedures for Program evaluation through CCTC’s Accreditation Cycle. Submit Biennial and Program Assessment state reports in a timely manner.
6. Provide a process for equitable distribution of support, formative assessment, and credential services to Participating Teachers and Support Providers in all participating Districts and COEs within the region.
7. Convene Program Regional Advisory Board meetings a minimum of two times per year, District Coordinators’
meetings two times per year, and Leadership Team meetings a minimum of five times per year.

8. Develop and provide Professional Development Seminars for Participating Teachers and their Support Providers to be held in multiple locations within the geographical region served by the parties.

9. Assume overall fiscal responsibility for the administration of the program budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or CDE in relation to the Program.

10. Establish a Budget Agreement and reporting requirements for the transfer of funds to Districts. The amount of funds distributed shall be based on the actual number of eligible Participating Teachers who file state consent forms by the due date of each calendar year.

E. County Offices of Education/University Partners/Lead Districts

1. Appoint a liaison to serve on the Program Regional Advisory Board. The liaison should be a designee authorized by the County Superintendent of Schools, the Dean of Education, and/or the District Superintendent to fulfill the roles and responsibilities assigned to him or her. The liaison supports the Program by providing ongoing updates, communication, and information to county office personnel, university staff, and district superintendents.

2. Assign one or more credential analysts to work directly with Program staff to assist in identifying Participating Teachers who are eligible for Program services as described by state guidelines and to assist school district staff in identifying eligible Participating Teachers.

3. Provide meeting and conference rooms at no charge to the Program.

4. Provide the County Coordinator with office and/or storage space, computer and fax access, telephone services, and limited mailing, photocopying and office supplies.

5. Participate in Program evaluation including end-of-year surveys and CCTC Accreditation.

F. District Responsibilities

1. Appoint a District Coordinator whose assignment includes dedicated time to fulfill the Coordinator roles and responsibilities.

2. Identify all Participating Teachers who are eligible for Program services as described by state guidelines.

3. Communicate to all site administrators the Program requirements.

4. Provide Participating Teachers release time for observations and one-to-one consultations with the Support Provider as described in the District Roles and Responsibilities.

5. Make every effort to assign Participating Teachers to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties.

6. Provide new teachers with a District Orientation.

7. Ensure that Interns do not displace certificated employees and are evaluated on an annual basis.

8. Assign a highly qualified Support Provider to each eligible Participating Teacher within 30 days of enrollment in the Program. Pair Participating Teachers with Support Providers who most closely match their teaching assignment, including grade level and subject matter, and their credential.

9. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Support Providers for Participating Teachers. Support Providers must demonstrate effective coaching, interpersonal, and communication skills and:
   • Are committed to attend coaching trainings and meetings and to meet weekly with Participating Teachers;
   • Display willingness to work collaboratively with colleagues and NCBTF staff;
   • Embrace a positive attitude towards students and teaching;
   • Develop a sustained and thoughtful collegial relationship with new teachers;
   • Demonstrate leadership skills, curriculum expertise, and knowledge of district resources;
   • Serve as a role model for the teaching profession.

10. Provide Support Providers compensated time to participate in the Program Support Provider training and in observations and one-to-one consultations with Participating Teacher(s) as described in the District Roles and Responsibilities.

11. Facilitate the distribution of Program funds to Support Providers and District Coordinators for compensation.

12. Pay the $330.00 per beginning teacher registration “fee for service” as described in the District Roles and Responsibilities.

13. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.
G. Funding to Districts

In general, payments will be made to Eligible Consortium Partner Districts annually upon submission of an invoice and/or Expenditure Report. It has been determined, that, for the 2013/14 school year, each district will receive funds to offset compensation for Support Providers at the rate of $1,200 per eligible Clear Credential candidate (includes Multiple Subjects, Single Subjects, Education Specialist, or Designated Subjects-CTE and Adult Ed) enrolled in the Program. Districts will receive $800 per eligible Intern teacher. (Support Provider compensation is sometimes pro-rated when partial services are rendered.) Funds will also be provided to offset compensation for District Coordinators, pro-rated, depending on the total number of Participating Teachers.

Note: Private school and out-of-consortium partners will receive a budget addendum describing the fee-for-service costs.

H. Other Terms and Conditions

All products and materials developed by the Program are the exclusive property of the LEA. District and COE employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products or materials without the expressed written permission of the LEA designee.

As between the Parties hereto, it is understood and agreed that:

1. Participating Teacher Employment Status:

   Participating Teachers are and shall remain District employees for any and all purposes throughout the term of this Agreement. Participating Teachers shall not be considered an employee, agent, representative, nor independent contractor of LEA for any purpose whatsoever.

2. Indemnification:

   District shall assume full responsibility for its’ employees. District agrees to hold and save LEA harmless from and against any claim, demand, action or cause of action that may be asserted by any District Program participant arising out of injury or death suffered by any District employee Program participants, including, but not limited to, third party actions for injury or death otherwise covered under applicable workers’ compensation laws and regardless of the sole or concurring negligence of LEA.

3. Maintenance of records:

   District agrees to keep and maintain adequate and current written records in accordance with Program requirements during the term of this Agreement. The records will be in any format that may be specified by the State of California. The records will be available to LEA at all times.

4. Assignment:

   This Agreement shall not be assigned by District. Any such assignment shall be null and void.

5. Severability:

   The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

6. Waiver:

   No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. No waiver of any provision of this Agreement, or consent to any departure by either party from any provision shall be effective in any event unless it is in writing, designated a waiver and signed by
the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose of which it is given.

7. Constructions and Governing Law:

The captions used in connection with this agreement are for reference purposes only and shall not be construed as part of this Agreement. This agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Entire Agreement:

This Agreement supersedes all prior agreements, understandings, and communications between LEA and District, whether written or oral, express or implied, relating to the subject matter of this agreement and is intended as a complete and final expression of the terms of the agreement between LEA and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

9. Third Parties:

Except as otherwise explicitly provided herein, nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, nor shall any provision give any third parties any right of subrogation or action over or against any of the Parties hereto. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

10. Relationship of the Parties:

No joint venture, partnership, agency or employment relationship is created by this agreement. No Party shall act as an agent or partner of any other Party or make any commitments for or create any obligations of any other Party except as provided herein without such other Party’s prior written consent.

11. Survival:

The provisions of this Agreement shall survive the expiration of the Term and the termination of this Agreement. Amendments and Extensions to this MOU may be made only by written agreement signed by all parties.

Authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

**Authorized Signatures:**

**Sonoma County Superintendent of Schools as LEA:**

[Signature]

Dr. Steven Herrington / Superintendent

Printed Name/Title

Date: 8/12/13

**North Coast Beginning Teacher Program:**

[Signature]

Karen Ricketts / Regional Director

Printed Name/Title

Date: August 9, 2013

**Participating Agency: Name of District or County Office of Education:**

[Signature] [Printed Name/Title] [Date]
CALIFORNIA SCHOOL BOARDS ASSOCIATION
MANUAL MAINTENANCE SERVICE AGREEMENT

This Manual Maintenance Service Agreement ("Agreement") is entered into between Nevada Joint Union High School District ("District") and the California School Boards Association, West Sacramento, California ("CSBA").

I. PURPOSE

The purpose of this Agreement is to provide policy update, consulting services and word processing services to District to enable District to maintain a manual of its policies, regulations and bylaws ("District Manual").

II. CONDITION PRECEDENT

As a condition to CSBA's responsibilities under this Agreement, District shall have completed a District Manual through one of the following developmental services agreements with CSBA: Policy Custom Service Agreement, Consortium Agreement, or Transition Agreement. To be eligible for this program, the district must be a member in good standing of CSBA.

III. SERVICES AND RESPONSIBILITIES

A. CSBA shall:

1. Provide District three times a year a hard copy of the Manual Maintenance Policy Reference Update, including CSBA sample policies, regulations and bylaws, to incorporate as desired into the District Manual.

2. Maintain a copy of the District Manual completed under the developmental services agreement; update the District Manual to reflect policies, regulations and bylaws subsequently adopted by the District and provided by the District to CSBA; and send a copy of updated policies, regulations, and bylaws to District.

3. Make available a Manual Maintenance Consultant during regular CSBA business hours to consult on policy issues relating to the District Manual. Upon request of the District, consultation may include: (a) suggestions regarding policy procedures and placement of policies within District Manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws of the District. Such review is not intended to be and is not a substitute for advice from legal counsel. Consultation does not include drafting original policy language for District Manual.
4. Provide examples of policies, regulations and bylaws adopted by other districts and other informational documents as available in CSBA's files on topics requested by District.

B. District shall:

1. Designate a member of its administrative staff to serve as the District liaison ("Liaison") with CSBA and advise CSBA of the name of the Liaison. The Liaison shall be responsible for all contacts with CSBA and the CSBA Manual Maintenance Consultant and for timely submitting to CSBA all information and documents to be provided by District under this Agreement. If a Liaison is not designated, the official signing this Agreement on behalf of the District shall be deemed the Liaison.

2. Immediately forward to CSBA a copy of all District policies, regulations and bylaws as from time to time adopted or approved.

3. Permit CSBA to provide sample copies of District policies, regulations and bylaws to members of CSBA.

4. Not make available for use or distribute outside the District any documents or electronic copies received from CSBA under this Agreement. District acknowledges and agrees that such documents and copies are for the sole use of the District.

IV. FEES, FEE PAYMENT SCHEDULE

In consideration for the services provided by CSBA under III.A.1-4 of this Agreement, District shall immediately pay to CSBA the annual fee for each fiscal year as invoiced by CSBA to District. Thereafter, District shall pay the annual fee of $2,600 for each subsequent fiscal year as set forth in the renewal notice provided by CSBA to District. The annual fee shall be due and payable on July 1 of each subsequent fiscal year. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services under this Agreement.

V. TERM

This Agreement shall remain in effect and be deemed automatically renewed effective July 1 of each fiscal year unless terminated by either District or CSBA in a written notice delivered to the other party at least thirty (30) days prior to July 1 of such fiscal year. In the event District fails to maintain its membership in CSBA or to pay the annual fees described in IV above, CSBA shall have no obligation to perform services under this Agreement.
VI. OFFICIAL REPRESENTATIVES

All notices by CSBA or District shall be mailed, delivered or transmitted to the following addresses and fax numbers, unless otherwise agreed in writing:

CSBA

Policy Services  
California School Boards Association  
3100 Beacon Blvd.  
P.O. Box 1660  
West Sacramento, California 95691  
(916) 371-4691  
(916) 371-3407 or (916) 371-6807 Fax

SCHOOL DISTRICT

VII. MISCELLANEOUS

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements written or oral. No modifications of this Agreement shall be valid or enforceable unless such modification is in writing and signed by the party to be bound.

"CSBA"

CALIFORNIA SCHOOL BOARDS ASSOCIATION

By: _______________________________  
Signature

MARTIN GONZALEZ  
Name (print)

Assistant Executive Director  
Title of Official

Date: _______________________________

"DISTRICT"

Name of School District

By: _______________________________
Signature

Name (print)

Title of Official

Date: _______________________________

Please complete the information for SCHOOL DISTRICT notices in Section VI above and sign both copies of this agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Policy Services, P.O. Box 1660, West Sacramento, California 95691
NEVADA COUNTY SUPERINTENDENT
OF SCHOOLS

and

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

Counselor Release and Reimbursement Agreement
2013-14 School Year

This Agreement is made and entered into between the Nevada County Superintendent of Schools (hereinafter referred to as "NCSOS") and the Nevada Joint Union High School District (hereinafter referred to as "District").

1. The District agrees to employ a .5 FTE Crisis Counselor to support the efforts of the Safe Schools Healthy Students grant managed by NCSOS.
2. NCSOS agrees to pay the District $32,500 for these services, plus indirect costs on the amount over $25,000 for a total of $33,100.

For the term of this release, the above said teachers agree to coordinate with NCSOS for daily work assignments relative to the terms and goals of the Safe Schools/Healthy Students grant. Teachers will provide the necessary documentation and information to the Project Director and/or Local Evaluators to insure grant objectives are documented to insure success. The documentation will be based on the logic model and stated goals and objectives. During the NCSOS assignment the teachers will work in conjunction with both District and NCSOS leadership and personnel policies.

This agreement may be terminated by either party on ninety (90) days prior written notice.

NEVADA COUNTY SUPERINTENDENT OF SCHOOLS

Holly Hermansen, County Superintendent of Schools

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

Dr. Louise Bennicoff Johnson, Superintendent

Date

Date
NEVADA COUNTY SUPERINTENDENT OF SCHOOLS

and

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

Reconnecting Youth Teacher Release and Reimbursement Agreement
2013-14

This Agreement is made and entered into between the Nevada County Superintendent of Schools (hereinafter referred to as “NCSOS”) and the Nevada Joint Union High School District (hereinafter referred to as “District”).

1. Teachers employed by the District will be released to serve as reconnecting youth teachers collectively as a .4FTE assignment. The District hereby agrees to release the above said Teachers to serve as reconnecting youth teachers for the period commencing July 1 and ending June 30. During the term of this release to NCSOS, the above said Teachers shall remain employees of the District and the District will pay the full salary (100 percent) and benefits. Following the conclusion of the term of this release, the above said Teachers’ Assignments with NCSOS will terminate.

The District will send to NCSOS an invoice reflecting the salary, statutory costs, cost of benefits and admin paid by District each quarter, with the final invoice submitted no later than June 30th. The total amount billed to NCSOS is based on an annual salary of $73,713 * .4 FTE = $29,485 plus benefits of $8,845 and admin of $1,670 for a total of $40,000. Within 30 days of receipt of said invoice, NCSOS will reimburse District for the amount invoiced.

For the term of this release, the above said teachers agree to coordinate with NCSOS for daily work assignments relative to the terms and goals of the Safe Schools/Healthy Students grant. Teachers will provide the necessary documentation and information to the Project Director and or Local Evaluators to insure grant objectives are documented to insure success. The documentation will be based on the logic model and stated goals and objectives. During the NCSOS assignment the teachers will work in conjunction with both District and NCSOS leadership and personnel polices.

This agreement may be terminated by either party on ninety (90) days prior written notice.

NEVADA COUNTY SUPERINTENDENT OF SCHOOLS

Holly Hermansen, County Superintendent of Schools

NEVADA JOINT UNION HIGH SCHOOL DISTRICT

Dr. Louise Bennicoff Johnson, Superintendent
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES ("Agreement") is entered into this 16th day of September, 2013, between Name: Lori Y Detinger, Address: 16905 Indian Flat Rd. City & Zip Code: Nevada City, CA 95959 Telephone Number: (530) 263-6884 Hereinafter referred to as the "Contractor" or "Consultant," and the Nevada Joint Union High School District of Nevada County hereinafter referred to as the "District."

WITNESSETH:

WHEREAS the District is authorized by Government code Section 53060 to contract with and employ an independent contractor specially trained to perform special services required, as set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the special services pursuant to this Agreement.

THEREFORE, the parties hereto contract and agree as follows:

1. PERIOD OF AGREEMENT: The period of Agreement shall be from September 16, 2013 to July 31, 2014. The Agreement shall be subject to cancellation by either party on 30 days written notice to the other party.

2. DUTIES AND FUNCTIONS OF CONSULTANT: As per Exhibit "A."

3. CONSULTANT’S FEES: The District will pay the Contractor at the rate of $100.00 per hour not to exceed a total of $4,200.00.

4. ADDITIONAL PAYMENTS: Expense items, other than those assumed by the Contractor pursuant to Section 5, below, may be submitted to the District in writing before they are incurred for the District’s pre-approval.

5. MODE OF PAYMENT: The Contractor shall submit an invoice to the authorized representative of the District, on a form furnished by the District, upon completion of the services, certifying that he/she has personally performed the services for which the invoice is submitted.

The Contractor shall bear responsibility for all expenses, including but not limited to travel expenses, incurred by him/her in performance under this contract, unless authorized in Section 4. above.

6. LIABILITY: The District shall not be liable to the contractor for personal injury or property damage sustained by the Contractor in the performance of this contract whether caused by the District, its employees or pupils, or by any third persons.
7. **CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in performance of this Agreement, the Contractor is an independent contractor and is not an officer, employee or agent of the District. Contractor agrees to indemnify and hold the District harmless for claims related to all government agency compliance, including but not limited to, the Internal Revenue Service and State taxing agencies.

8. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless the District, its officers, agents, employees and volunteers against all claims for damages including death or injury to persons or property and including without limitation all consequential damages from any cause whatsoever arising from or connected with its service hereunder whether or not resulting from the negligence of Contractor, its agents employees or volunteers. Contractor shall hold harmless and indemnify the District, its officers, agent’s employees and volunteers from all damages of every nature and description proximately caused by negligent or willful acts or omissions by Contractor, its agents, employees or volunteers in the course of rendering service(s) under this contract.

9. **INSURANCE:** During the entire term of this contract and any extension or modification thereof, Contractor shall keep in force a policy or policies of General Liability Insurance, Professional Liability Insurance including sexual misconduct and Owned and Non-Owned Automobile Liability Insurance used in the performance of service(s) by Contractor of at least $1,000,000 combined single limit for all damages arising out of death, bodily injury, sickness or disease from each accident or occurrence and all damages arising out of destruction of property for each accident or occurrence. No later than the effective date of this contract, Contractor shall provide District with satisfactory evidence of insurance, including a provision for thirty (30) calendar days written notice to the District before cancellation or material change of the above specified policies. Contractor shall name the District an additional insured by endorsement to the Contract’s General Liability and Automobile Liability policies. The certificate shall also provide that the District’s self-insurance and insurance programs shall be noncontributory. Contractor shall at its own expense procure and maintain insurance as required by the State’s Workers’ Compensation Law.

WITNESS the parties hereto the day and year first above written.

CONTRACTOR: Lori Detinger

TITLE

Account No. ____________________________

Purchase Order No. ________________________

Nevada Joint Union High School District
11645 Ridge Road
Grass Valley, CA. 95945

BY: Sean Manchester

Sponsoring Administrator:
Title: Special Education Director

Fiscal/Business Approval: Karen Suenram
Title: Superintendent of Business Services
LIST OF DUTIES AND FUNCTIONS OF PHYSICAL THERAPIST

LORI Y. DETINGER

Exhibit A:

1. Stretching to upper and lower extremities to decrease spasticity and tonus.
2. Positioning in supine, prone and sitting for greater comfort and ease for ADL’s.
3. Facilitation of movement; rolling, head control, upper and lower extremity extension.
4. Increase functional mobility to improve transfers.
5. Instruct caregivers in exercises, safety, ROM.
MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA  NEVADA JOINT UNION HIGH SCHOOL DISTRICT

Contract Year 2013 - 2014

Nonpublic School

x  Nonpublic Agency IA 34 063

Type of Contract:

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

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

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

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.
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LOCAL EDUCATION AGENCY: Nevada Joint Union High School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2013, between Nevada Joint Union High School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Nevada County SELPA and Behavior Consultants International (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE") as a nonpublic, nonsectarian school/entity. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR’s nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student
enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

With respect to CONTRACTOR’s certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2013 to June 30, 2014 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2014. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR’s ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELP) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001(y)).

e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with
the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term “days” means calendar days unless otherwise specified.

h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR’s successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

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

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

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

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

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

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

- **Part A – Statutory Limits**
- **Part B - $1,000,000/$1,000,000 Employers Liability**

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

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

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

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

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

PART II

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

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

A. Commercial General Liability coverage of $3,000,000 per Occurrence and $6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers’ Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. Commercial Auto Liability coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. Fidelity Bond or Crime Coverage shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. Professional Liability/Errors & Omissions/MALPRACTICE coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor’s work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA’s forms, a subcontractor’s insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

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

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

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

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate
public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA’s graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student’s IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children’s institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult
care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student’s IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time, shall be at least 314 instructional minutes. (Alternate: weekly total number of minutes shall be at least 1570)

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA’s extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of
the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students’ IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA.

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

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Day, New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

Where CONTRACTOR is a NPS, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide tests including the Desired Results Developmental Profile (“DRDP”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test (“CELDT”), the California High School Exit Examination (CAHSEE), and the California Standards Test (“CST”), and, where appropriate, the California Modified Assessment (“CMA”) and/or California Alternative Performance Assessment (“CAPA”) as mandated by LEA pursuant to LEA and state and federal guidelines.

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; behavior support plans and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to contracting. Failure to maintain adherence to staff qualification requirements may result in contract termination. NPA’s will provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a student. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports (“BERs”). Evidence of such training shall be submitted
to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not have a Behavior Support Plan ("BSP") or Positive Behavior Intervention Plan ("PBIP"), CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the student of one or more of his or her senses, pursuant to California Code of Regulations 3052(1-9).

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student’s IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code Sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4). If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from
the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student’s IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR’S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS) for all IEP planning and progress reporting at the LEA’s discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPS shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student’s educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student’s IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student’s IEP for the purposes of consideration of a change in the student’s placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with LEA surrogate parent assignments.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports
shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA within 10 days of request.

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

CONTRACTOR shall complete academic or other assessment of the student one month prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine through twelve inclusive, and submit them on LEA approved forms to the student’s school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

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

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

CONTRACTOR shall report electronically or in writing to the LEA within five "5" business days when a LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

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

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

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

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

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.
CONTRACTORS providing services outside of the student’s school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

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

42. LICENSED CHILDREN’S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., tit. 5, section 3001 et seq., Cal. Code Regs., tit. 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student’s IEPs.

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

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

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the Nonpublic School, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’s employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’s employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

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

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid nonexpired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher’s classroom through documentation provided to the CDE (5 CCR 3064 (a)).

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate’s (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.
48. **STAFF ABSENCE**

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

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

**HEALTH AND SAFETY MANDATES**

50. **HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR’s facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

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

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR’s policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.
56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student’s IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures and will be governed by all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initial of each student for when the service was provided.

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

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

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

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

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR’s educational program; (g) CONTRACTOR fails to confirm a student’s change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that ARE not received by six months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. **INSPECTION AND AUDIT**

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR’s offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

(a) The Contractor and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2013 and terminates at 5:00 P.M. on June 30, 2014, unless sooner terminated as provided herein.

CONTRACTOR
Behavior Consultants International, IA 34 063

Nonpublic School/Agency

By: ____________________________
    Signature                      Date
    7/23/13

Aaron Stabel, Director
Name and Title of Authorized
Representative

LEA
Nevada Joint Union High School District

By: ____________________________
    Signature                      Date

Trisha Dellis, Assistant Superintendent
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Aaron Stabel, Director

Notices to LEA shall be addressed to:

Sean Manchester, Director Special Education

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<tr>
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<td>11645 Ridge Road</td>
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<tr>
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<tr>
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<td>(916) 747-4553</td>
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<tr>
<td><a href="mailto:aastabel@behaviorconsultantsinternational.com">aastabel@behaviorconsultantsinternational.com</a></td>
<td><a href="mailto:smanchester@njuhsd.com">smanchester@njuhsd.com</a></td>
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Additional LEA Notification
(Required if completed)

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EXHIBIT A: RATES

CONTRACTOR: NJUHSD  
(NONPUBLIC SCHOOL OR AGENCY) 

CONTRACTOR NUMBER: Behavior Consultants International  
(2013-2014 CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed  
If blank, the number shall be as determined by  
CDE Certification.

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

Payment under this contract may not exceed  
Total LEA enrollment may not exceed  

A. Basic Education Program/ Special Education Instruction

   Basic Education Program/Dual Enrollment  
   Rate  
   Period
   
   16.00  
   100 hours

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

B. Related Services

   (1) a. Transportation – Round Trip
      b. Transportation – One Way
      c. Transportation – Dual Enrollment
      d. Public Transportation
      e. Parent*

   (2) a. Educational Counseling – Individual
      b. Educational Counseling – Group of ___
      c. Counseling – Parent

   (3) a. Adapted Physical Education – Individual
      b. Adapted Physical Education – Group of ___
      c. Adapted Physical Education – Group of ___

   (4) a. Language and Speech Therapy – Individual
      b. Language and Speech Therapy – Group of 2
      c. Language and Speech Therapy – Group of 3
      d. Language and Speech Therapy – Per diem
      e. Language and Speech – Consultation Rate

   (5) a. SCIA** – Individual (must be authorized on IEP)
      b. SCIA – Group of 2
      c. SCIA – Group of 3
      d. Classroom Instructional Assistance – Per diem or per hour

   (6) Intensive Special Education Instruction***

   (7) a. Occupational Therapy – Individual
      b. Occupational Therapy – Group of 2
      c. Occupational Therapy – Group of 3
      d. Occupational Therapy – Group of 4 – 7
      e. Occupational Therapy – Consultation Rate

   (8) Physical Therapy
      a. Individual
      b. Consultation

   (9) a. Behavior Intervention – BII
      b. Behavior Intervention – BID
      Provided by: ____________________________

   (10) Nursing Services
   (11) Residential Room and Board
   (12) Residential Mental Health Services

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

**SCIA – Special Circumstance Instructional Assistance

*** By Credentialled Special Education Teacher.
INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2013 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2014, unless sooner terminated as provided in the Master Contract and by applicable law.

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<th>Behavior Consultants International</th>
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<td>LEA Case Manager</td>
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<td>Student Last Name</td>
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<td>Sex (M) (F)</td>
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DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

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<td>c. Consultation</td>
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<td>B. RELATED SERVICES (cont’d)</td>
<td>PROVIDER</td>
<td>Cost and Duration of Session</td>
<td>Number of Sessions per wk/mo/yr</td>
<td>Maximum Number of Sessions</td>
<td>Estimated Maximum Total Cost for Contracted Period</td>
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<td>6. Intensive Academic Instruction</td>
<td>LEA NPS NPA OTHER Specify</td>
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<td>7. Occupational Therapy</td>
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<td>9. Behavior Intervention (BI)</td>
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**TOTAL COST**

$16000.00

**ESTIMATED MAXIMUM RELATED SERVICES COSTS**

SPECIALIZED EQUIPMENT/SUPPLIES $ __________

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ __________

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly Other (Specify) ______________

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON ______________

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

-CONTRACTOR-

Behavior Consultants International
(Name of Nonpublic School/Agency)
(Signature) 9/23/13 (Date)

(Aaron Stabel, Director)
(Name and Title)

-DISTRICT-

Nevada Joint Union High School District
(Name of School District)
(Signature) (Date)

(Trisha DeLisi, Assistant Superintendent)
(Name of Superintendent or Authorized Designee)
AGREEMENT FOR LOZANO SMITH LEGAL SERVICES

THIS AGREEMENT is effective September 20, 2013, between the Nevada Joint Union High School District ("Client") and the law firm of Lozano Smith, LLP ("Attorney").

Client and Attorney agree as follows:

Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client has been advised of the right to seek independent legal advice regarding this Agreement.

Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

Attorney shall send Client a statement for fees and costs incurred every calendar month. Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

In addition to regular telephone, mail and other common business communication methods, Client authorizes Attorney to use facsimile transmissions, cellular telephone calls, unencrypted email, and other computer transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further services after receipt of such notice. Attorney may withdraw its services with Client’s consent or as allowed or required by law, upon ten (10) calendar days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

SO AGREED:

NEVEDA JOINT UNION HIGH SCHOOL DISTRICT

LOZANO SMITH, LLP

Louise Johnson, Ed.D. Date
Superintendent

Gregory A. Wedner Date
Managing Partner

September 24, 2013
PROFESSIONAL RATE SCHEDULE
FOR NEVEDA JOINT UNION HIGH SCHOOL DISTRICT
(Effective September 20, 2013)

1. **HOURLY PROFESSIONAL RATES**

Client agrees to pay Attorney by the following standard hourly rate*:

- **Marcy Gutierrez** $225 per hour
- **Ileana Butu** $210 per hour
- Partner / Senior Counsel / Of Counsel $215 - $295 per hour
- Associate $165 - $225 per hour
- Law Clerk $135 per hour
- Paralegal $110 per hour
- Educational Consultant** $125 per hour

* Rates for Specific Attorneys Available Upon Request
** Non-Attorney (Current or Former School District Administrator or Board Member)

2. **BILLING PRACTICE**

Lozano Smith will provide a monthly, itemized statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. **COSTS AND EXPENSES**

- In-office copying/electronic communication printing $0.25 per page
- Facsimile $0.25 per page
- Postage Actual Usage
- Mileage IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.
September 4, 2013

Mrs. Karen Suenram
Assistant Superintendent
Nevada Joint Union High School District
11645 Ridge Road
Grass Valley, CA 95945-5024

Dear Mrs. Suenram:

This letter confirms the arrangements for Crowe Horwath LLP ("Crowe" or "we" or "our") to provide the professional services discussed in this letter to Nevada Joint Union High School District ("the District" or "you" or "your") for the period ending June 30, 2013. The attached Crowe Engagement Terms is an integral part of this letter, and its terms are incorporated herein.

PERFORMANCE AUDIT SERVICES

Our Responsibilities

We will conduct a performance audit on the District’s Measure A General Obligation Bonds as of and for the period ending June 30, 2013. The objective of our Performance Audit will be to determine if the bond funds have been expended only on the specific projects listed in accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in Government Auditing Standards (GAS), issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material non-compliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District’s internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.
We will also obtain an understanding of internal control that is significant within the context of the audit objectives. For internal control that is significant within the context of the audit objectives, we will assess whether internal control has been properly designed and implemented. For those internal controls that are deemed significant within the context of the audit objectives, we will perform tests of controls including testing underlying transactions, as required by GAS standards, to evaluate the effectiveness of the design and operation of controls. Information systems controls are often an integral part of an entity’s internal control. Thus, when obtaining an understanding of internal control significant to the audit objectives, we will also determine whether it is necessary to evaluate information systems controls. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any deficiencies or other matters involving internal control, if any, as required by GAS standards.

Our audit and work product are intended for the benefit and use of the District only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. Our reports on internal control and compliance will each include a statement that the report is intended for the information and use of the management, specific legislative or regulatory bodies, and federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

The working papers for this engagement are the property of Crowe and constitute confidential information. However, we may be requested to make certain workpapers available to your oversight agency or grantees pursuant to authority given to them by law, regulation, or contract. If requested, access to such workpapers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to your oversight agency or grantees. The workpapers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through Entity. If we are aware that a federal awarding agency, pass-through Entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the workpapers.

As required by Government Auditing Standards we have previously provided you with a copy of our most recent peer review report along with the related letter of comment and response thereto.

The District’s Responsibilities

The District’s management is responsible for the design, implementation and maintenance of internal control relevant to the expenditure of Measure A General Obligation Bonds in accordance with the requirements of Proposition 39. The District’s management is also responsible for complying with applicable laws, regulations, contracts and grants that are relevant to the scope and objectives of the performance audit and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, safeguard assets, and design and implement programs and controls to prevent and detect fraud. Management’s judgments are typically based on its knowledge and experience about past and current events and its expected courses of action.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the objectives of the performance audit, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the performance audit, and unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.
As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the performance audit. Because of the importance of management’s representations to an effective audit, you agree to release Crowe and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

FEES

Our fees, exclusive of out-of-pocket expenses, will not exceed $6,000. Our invoices are due and payable upon receipt. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Circumstances may arise under which we must perform additional work and, thus, require additional billings for our services. Examples of such circumstances include, but are not limited to:

- New professional standards or regulatory requirements
- Work caused due to the identification of, and management’s correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete records
- Failure of your staff to prepare information in a timely manner
- Numerous revisions to your information
- Lack of availability of appropriate District personnel during audit fieldwork

Additionally, to accommodate requests to reschedule audit fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed-upon deadlines could be impacted.

Our fee does not include implementation of any other future performance auditing pronouncements and/or government requirements that may change, thus, the scope or amount of auditing necessary to complete our engagements may increase beyond what is currently anticipated. Should such events occur, we would present you with our estimate of any possible increase prior to beginning our audit for the given year. An equitable adjustment in the proposed fee will be negotiated if the cost of time required for performance of the audit service is increased or decreased pursuant to a change in scope of the audit requested by the District or required by State or Federal regulations.

This engagement letter and the attached Crowe Engagement Terms reflect the entire agreement between us relating to the services covered by this letter. The headings included in this letter are to assist in ease of reading only; the letter and attachment are to be construed as a single document, with the provisions of each section applicable throughout. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter. The agreements of the District and Crowe contained in this engagement letter shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included. This agreement shall be interpreted and construed under, and governed by the internal laws of the State of Illinois, without regard for choice of law principles.
If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign and date below and return a copy of this letter at your earliest convenience. If you have any questions, please contact Jeffrey Jensen at (916) 441-1000.

Very truly yours,

Crowe Horwath LLP

By:  

Crowe Horwath LLP and the Engagement Authorized Signer above are licensed by the California Board of Accountancy.

I have reviewed the arrangements outlined above and in the attached Crowe Engagement Terms, and I accept on behalf of the District the terms and conditions as stated.

Nevada Joint Union School District

Signature:  

Printed Name:  Karen L. Suenram

Title:  Asst. Supt Business & Facilities  

Date:  9/17/2013
Crowe Engagement Terms

We want you to understand the basis under which we offer our services to you and determine our fees, as well as to clarify the relationship and responsibilities between your organization and ours. These terms are part of our engagement letter and apply to all future services, unless a specific engagement letter is entered into for those services. We specifically note that no advice we may provide should be construed to be investment advice.

YOUR ASSISTANCE - For us to provide our services effectively and efficiently, you agree to provide us timely with the information we request and to make your employees available for our questions. You will also provide our personnel with access to the Internet (if available). The availability of your personnel and the timetable for their assistance are key elements in the successful completion of our services and in the determination of our fees. Completion of our work depends on appropriate and timely cooperation from your personnel; complete, accurate, and timely responses to our inquiries; and timely communication by you of all significant accounting and financial reporting matters of which you are aware. If for any reason this does not occur, a revised fee to reflect the additional time or resources required by us will be mutually agreed upon, and you agree to hold us harmless against all matters that arise in whole or in part from any resulting delay.

If circumstances arise that, in our professional judgment, prevent us from completing this engagement, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or withdrawing from the engagement.

THIRD PARTY PROVIDER - We may use a third-party service provider in providing professional services to you which may require our sharing your confidential information with the provider. If we use a third-party service provider, we will enter into a confidentiality agreement with the provider to require them to maintain the confidentiality of your confidential information. The terms of our engagement letter and these engagement terms shall apply to any third party provider.

CONFIDENTIALITY - We will maintain the confidentiality of your confidential information in accordance with professional standards. You agree not to disclose any confidential material you obtain from us without our prior written consent, except to the extent such disclosure is an agreed objective of this engagement. Your use of our work product shall be limited to its stated purpose and to your business use only. We retain the right to use the ideas, concepts, techniques, industry data, and know-how we use or develop in the course of the engagement. You agree to the use of fax, email, and voicemail to communicate both sensitive and non-sensitive matters; provided, however, that nonpublic personal information regarding your customers or consumers shall not be communicated by unencrypted email.

CHANGES - We may periodically communicate changes in laws, rules, or regulations to you. However, you have not engaged us to and we do not undertake an obligation to advise you of changes in laws, rules, regulations, industry or market conditions, your own business practices, or other circumstances, except to the extent required by professional standards.

PUBLICATION - You agree to obtain our specific permission before using our report or our firm's name in a published document, and you agree to submit to us copies of such documents to obtain our permission before they are filed or published.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES - Any liability of Crowe to you shall not include any special, indirect, consequential, incidental, punitive, or exemplary damages or loss nor any lost profits, savings, or business opportunity.

LIMIT OF LIABILITY - The provisions of this section establishing a limit of liability will not apply if, as determined in a judicial proceeding, we performed our services with gross negligence or willful misconduct. Our engagement with you is not intended to shift risks normally borne by you to us. With respect to any services or work product or this engagement in general, the liability of Crowe and its personnel shall not exceed the fees we receive for the portion of the work giving rise to liability. A claim for a return of fees paid shall be the exclusive remedy for any damages. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted. This limitation of liability shall also apply after termination of this agreement.
INDEMNIFICATION FOR THIRD-PARTY CLAIMS - The provisions of this section for indemnification will not apply if, as determined in a judicial proceeding, we performed our services with gross negligence or with willful misconduct. Our engagement with you is not intended to shift risks normally borne by you to us. In the event of a legal proceeding or other claim brought against us by a third party, you agree to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages, and liabilities, including defense costs and legal fees, associated with such third-party claim arising from or relating to any services or work product that you use or disclose to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted. This indemnification shall also apply after termination of this agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS - No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS - In no event shall any action against you or Crowe, arising from or relating to this engagement letter or the services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS - If we are requested by subpoena, other legal process, or other proceedings to produce documents pertaining to you and we are not a named party to the proceeding, you will reimburse us for our professional time, plus out-of-pocket expenses, as well as reasonable attorney fees we incur in responding to such request.

MEDIATION - If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between you or any of your affiliates or principals, and Crowe, and if the dispute cannot be settled through negotiation, you and Crowe agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. The results of mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation shall be shared equally by both parties.

JURY TRIAL WAIVER - FOR DISPUTES LITIGATED IN ANY FORUM OTHER THAN CALIFORNIA STATE COURT - For all matters not brought in California state court, the parties agree to waive a trial by jury to facilitate judicial resolution and to save time and expense. Each party agrees that it has had the opportunity to have its legal counsel review this waiver. This waiver is irrevocable, may not be modified either orally or in writing, and shall apply to any subsequent amendments, renewals, or modifications to this Agreement. In the event of litigation, this Agreement may be filed as written consent to a trial by court.

FOR DISPUTES LITIGATED IN CALIFORNIA STATE COURT - Following mediation, all claims, causes of action or other disputes concerning this engagement (each a "Claim"), including questions of law or fact relating thereto, shall upon either party’s request be determined by judicial reference pursuant to the California Code of Civil Procedure ("Reference"). The parties shall select a single neutral referee, who shall be an attorney who is also a certified public accountant. In the event that the parties cannot agree upon a referee, the referee shall be appointed by the court, but such referee shall be an attorney who is also a certified public accountant. The referee shall report a statement of decision to the court. Nothing in this paragraph shall limit the right of any party at any time to cease work or otherwise exercise or obtain self-help or provisional remedies. The parties shall bear the fees and expenses of the referee equally. The referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. The parties acknowledge and agree that the Claims will not be adjudicated by a jury.

LEGAL AND REGULATORY CHANGE - The scope of services and the fees for the services covered by the accompanying letter are based on current laws and regulations. If changes in laws or regulations change your requirements or the scope of our work, you and we agree that our fees will be modified to a mutually agreed-upon amount to reflect the changed level of our effort.

CONSENT TO HIRE - You and we acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement and for one year after its expiration or termination, neither party will solicit any personnel of the other party for employment without the written consent of the other party.
AFFILIATES - Crowe Horwath LLP ("Crowe") is an independent member of Crowe Horwath International, a Swiss verein. Each member firm of Crowe Horwath International is a separate and independent legal District. Crowe and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe.

NOTIFICATION OF NON-LICENSEE OWNERSHIP - Crowe Horwath LLP ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide client services under this agreement. If you have any questions regarding licensure of the personnel performing services under this engagement, please do not hesitate to contact us.
## Nevada Joint Union High School District
### Nevada Union High School & NU Tech High School
#### 2013-2014 School Year

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<th>September 2013</th>
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### School Breaks and Holidays
- **August 13, 2013**: Professional Development Day
- **August 14, 2013**: First Day of School (Student Minimum Day)
- **September 2, 2013**: Labor Day Holiday
- **September 20, 2013**: No School (Gas Leak)
- **September 23, 2013**: Professional Development Day
- **October 14-18, 2013**: October Break
- **November 11, 2013**: Veterans Day Holiday
- **November 27, 2013**: Student Minimum Day
- **November 28-29, 2013**: November Break (Thanksgiving Holidays)
- **January 20, 2014**: King Holiday
- **January 27, 2014**: Presidents Holiday
- **February 14 and 17, 2014**: Professional Development Day
- **April 11, 2014**: Snow Make up Day
- **April 14-21, 2014**: Spring Break
- **May 23, 2014**: Snow Make up Day
- **May 26, 2014**: Memorial Day Holiday
- **June 6, 2014**: Last Day of School

1st Quarter Ends - 10/11/2013 (40 days)
2nd Quarter Ends - 12/20/2013 (42 days)
3rd Quarter Ends - 3/14/2014 (46 days)
4th Quarter Ends - 6/6/2014 (51 days)

179 Student Instruction Days
183 Staff Contract Days

### Key to Symbols:
- **PD**: Professional Development
- **H**: Holiday
- **S**: Snow Day Make-up
- **B**: School Break/No School
- **M**: Student Minimum Day

NJUHSTA Approved: April 25, 2013
Board Approved: May 8, 2013
Board Revised:
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

CONSENT AGENDA ITEM I(k)

DEPARTMENT: Curriculum & Instruction

MEETING DATE: October 9, 2013

SUBJECT: District Curriculum Committee Recommendation

CHECK ONE:
For Discussion: □
For Action: ☒
Report: □
Recognition: □

ACTION REQUESTED:

Approve the recommendation of the District Curriculum Committee.

RATIONALE/BACKGROUND:

The District Curriculum Committee met on September 10, 2013 and considered a new course.

Senior Project, submitted by Anita Bagwell of North Point Academy, is a senior course approved for either elective credit or credit towards the English graduation requirement. It is a semester course for five credits.

The course is designed solely around the Senior Project with students creating a poster, a formal business letter to choose a mentor, an extensive research paper, as well as an oral presentation of the project to a panel of teachers and community members.
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
COURSE OF STUDY

I. GENERAL COURSE DATA :

Title of course: Senior Project
NJU Course #: __________

Replaces existing course? X No ☐ Yes (if yes, please complete next line)

Name of course being replaced: ____________________________

Course # of existing course: __________________________

What is the documented need for course? Graduation requirement

Curricular area: English

Grade level: ☐ 9th ☐ 10th 11th X 12th

Length of course: X semester ☐ year-long CBEDS #: __________

Credits: ☐ variable X 5 credits 10 credits ☐ __________

Required for graduation: X yes no

Fulfills graduation requirement in: English or English Elective

Repetitions for credit: ☐ yes X no Max number of credits: 5 __________

Prerequisite: X none yes Course(s): __________

Fulfills UC Requirement : ☐ yes X no a:☐ b:☐ c:☐ d:☐ e:☐ f:☐ g:☐

UC Approval: X none ☐ approved ☐ pending approval for: __________

Date of most recent approval: unknown

CST Exam taken with course: none

II. COURSE OVERVIEW : (a general narrative description)

Note: block will expand as you enter description
Senior project is a four-part, culminating class designed to encourage student creativity and real world application of skills and interests. Students will create a poster as a means of introducing and advertising their project. A formal business letter is written to the chosen mentor to request their help and to inform them of their responsibilities as a mentor. Prior to completing their research paper, each student will participate in a Writer's Workshop which will focus on the "how to's" of a research paper, and using a rubric, grade sample papers. A research paper, written in MLA format, is done on a topic that relates to
the student’s project. Twenty hours, minimum, is spent on a project of the student’s choice that produces a tangible product. And finally, the student gives an oral presentation to a panel of teachers and community members.

### III. COURSE OUTLINE:

<table>
<thead>
<tr>
<th>UNIT</th>
<th>MAJOR ASSIGNMENTS/PROJECTS</th>
<th>CALIFORNIA CONTENT STANDARDS ADDRESSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Brainstorming</td>
<td>Writing 1.0, 1.1, 1.5</td>
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<td>Written &amp; Oral 1.0, 1.1, 1.2</td>
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<td>2</td>
<td>Letter to Mentor</td>
<td>Writing Applications 2.6;</td>
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<td>Listening &amp; Speaking 1.6</td>
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<td>3</td>
<td>Poster</td>
<td>Reading 2.0, 2.1, 2.2, 2.3;</td>
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<td></td>
<td>Writing 1.1, 1.7, 1.9, 2.4e</td>
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<td>4</td>
<td>Writer’s Workshop</td>
<td>Reading 2.0, 2.1, 2.2, 2.3,</td>
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<td>2.4, 2.5, 2.6; Writing 1.1,</td>
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<td>1.3, 1.4, 1.5, 1.7, 1.8, 1.9,</td>
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<td></td>
<td></td>
<td>2.0, 2.3, 2.4; Written &amp; Oral</td>
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<td>1.1, 1.2, 1.3</td>
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<tr>
<td>5</td>
<td>Research Paper</td>
<td>Writing 1.6, 2.6; Ana &amp; Eval of Oral &amp; Media Comm 2.4</td>
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<td>6</td>
<td>Product/Project</td>
<td>Writing 1.6, 2.1, 2.3, 2.6;</td>
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<td>Written &amp; Oral 1.1, 1.2;</td>
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<td></td>
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<td>1.4, 1.6, 1.7, 1.8, 1.9, 1.10;</td>
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<td>Anal &amp; Eval of Oral &amp; Media Comm</td>
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<td></td>
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<td>2.0, 2.1, 2.2, 2.4</td>
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<tr>
<td>7</td>
<td>Oral Presentation</td>
<td>Writing 1.0, 1.1, 1.5;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Written &amp; Oral Conv 1.1, 1.2</td>
</tr>
</tbody>
</table>
IV. ASSESSMENT PRACTICES:

Note: block will expand as you enter description
Student Poster
Research paper
Student project
Oral presentation
(Rubrics on file for all assignments)

V. TEXTBOOK(S) USED/COST:

1. List the textbook(s) that will be used for the course:

Note: block will expand as you enter description Students utilize the internet, online resources, personal interviews and the library. No text books used.

2. Estimated cost of textbook(s).

$ 0

VI. APPROVAL PROCESS:

<table>
<thead>
<tr>
<th>Originator</th>
<th>Signature</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Department Head</td>
<td></td>
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<tr>
<td>Department Admin.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>ANITA BAGWELL (NPA)</td>
<td></td>
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<tr>
<td>Site Curriculum</td>
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<tr>
<td>District Curriculum</td>
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</table>

COMMENTS/FOLLOW-UP

Note: block will expand as you enter description
North Point Academy

Senior Project Proposal to the District Curriculum Committee

History:

The Senior Project has been a district requirement for graduation. At both BR and NU, the course is embedded into year-long courses. As both comprehensives continued to send their seniors that would not complete graduation requirements by June to finish at Sierra Mountain High School, and the pacing schedule for completion of all portions of the Senior Project differed between sites, it became increasingly more and more difficult to assist seniors in completing the requirement spread between two semesters. Mike Menzies had revised the requirements to be combined into one semester long course sometime in 1998 and had proposed that course to the DCC. There is no record of that happening at this juncture. The submission today is largely the same work Mike had completed at that time for implementation in school year 1998/99.

Practice:

Since that time, the course has been taken by every senior wishing to graduate from SMHS/NPA. If the senior was going moving towards fulfilling the A-G requirements, this course was taken in addition to English 4A and 4B. If a student was on a non-college prep track or was planning on attending Sierra College for 2 years, this course was taken in addition to English 4A or Contemporary English.

Proposal:

The course is submitted at this time, having been matched to the former CA ELA standards frameworks and the current ELA standards. The course is being re-proposed to count towards the graduation requirement for Senior Project and for either the second semester of English for a fourth year or as an English Elective for those students who need to meet the Senior Project requirement but who are also completing the A-G requirements by taking English 4A and 4B.
GENERAL INFORMATION
This form is a summary of proposed deferred maintenance projects the applicant district plans on completing annually over the next five fiscal years using the Basic Grant, pursuant to Education Code Section 17591. The fiscal year the plan commences is determined by the fiscal year in which it was filed. New and revised plans are accepted on a continuous basis for the current fiscal year up to the last working day in June. Revisions are not accepted for prior fiscal years.

SPECIFIC INSTRUCTIONS
Part I—Authorized District Representative
Complete to designate or change the authorized district representative. Enter the name of the district employee that can act on behalf of the district. A consultant who is on contract with the district to communicate with the OPSC on behalf of the district's board may be listed.

Part II—Estimated Fiscal Year Data

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>INSTRUCTIONS</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Number of Projects</td>
<td>List the number of eligible projects in each of the project categories shown (refer to Regulation Section 1866.4.1).</td>
</tr>
<tr>
<td>2-6</td>
<td>Current and subsequent fiscal years</td>
<td>Enter the total estimated costs in each project category for each fiscal year identified for the projects reported in column 1.</td>
</tr>
<tr>
<td>7</td>
<td>Total Estimated Cost</td>
<td>For each project category enter the totals of columns 2-6.</td>
</tr>
<tr>
<td>8</td>
<td>Grand Total</td>
<td>Total all columns.</td>
</tr>
<tr>
<td>9</td>
<td>Remarks</td>
<td>Include any additional information for each category. If the district is applying for extreme hardship grants for any of the projects listed on the plan, identify those projects in this space. If additional space is needed, you may attach a separate sheet with your remarks to this form.</td>
</tr>
<tr>
<td>10</td>
<td>School Information</td>
<td>List the facilities where deferred maintenance projects are planned as reported in column 1 on this Five Year Plan (refer to Regulation Section 1866.4.1). If additional space is needed, you may attach a separate sheet.</td>
</tr>
<tr>
<td>11</td>
<td>Certification</td>
<td>Review and complete (refer to Regulation Section 1866.4 and EC Section 17584.1)</td>
</tr>
</tbody>
</table>

When completed mail this form to:
Office of Public School Construction
Attn: Deferred Maintenance Program
707 Third Street
West Sacramento, CA 95605

NOTE: Any Five Year Plan, SAB 40-20, not conforming to State Allocation Board (SAB) guidelines will be returned to the district. If you need assistance in completing this form, please contact the Office of Public School Construction, at 916.376.1771.
### Part I—Authorized District Representative

The following individual has been designated as a district representative by the school board minutes:

<table>
<thead>
<tr>
<th>District Representative</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Louise Johnson</td>
<td>Superintendent</td>
</tr>
</tbody>
</table>

**Business Address**: 11645 Ridge Road
**E-mail Address**: ljohnson@njuhsd.com

**Telephone Number**: (530) 273-3351
**Fax Number**: (530) 273-3372

### Part II—Estimated Fiscal Year Data

<table>
<thead>
<tr>
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<td>10000</td>
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<td>25000</td>
<td>70000</td>
<td>35000</td>
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<td>80000</td>
<td>150000</td>
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<td>40000</td>
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<td>30000</td>
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<td><strong>675,000.00</strong></td>
<td><strong>675,000.00</strong></td>
<td><strong>565,000.00</strong></td>
<td><strong>565,000.00</strong></td>
<td><strong>3,200,000.00</strong></td>
</tr>
</tbody>
</table>

9. Remarks
10. List the school names where deferred maintenance projects are planned in this Five Year Plan:

Nevada Union High
Bear River High School
Silver Springs High School
McCourtney Road Center

11. Certifications

I certify as District Representative that:

- this work does not include ineligible items and that all work will be completed in accordance with program requirements, applicable laws and regulations. The district shall maintain proper documentation in the event of an audit; and,
- the district understands that should an audit reveal that these funds were expended for other than eligible deferred maintenance costs, the SAB will require the district to return all inappropriately expended funds; and,
- the plans and proposals for expenditures of funds as outlined in this report were discussed in a public hearing at a regularly scheduled school board meeting on October 9, 2013; and the district has complied with all the other requirements of Education Code Sections 17584.1 and 17584.2; and,
- Beginning with the 2005/2006 fiscal year, the district has complied with Education Code Section 17670.25 (a) by establishing a facilities inspection system to ensure that each of its schools is maintained in good repair; and,
- This form is an exact duplicate (verbatim) of the form provided by the OPSC. In the event a conflict should exist, then the language in the OPSC form will prevail.
- I certify under penalty of perjury under the laws of the State of California that the statements in this application and supporting documents are true and correct.
Deferred Maintenance Five Year Forecast  October 2013

DEFERRED MAINTENANCE CURRENT YEAR 13/14

ASBESTOS 20,000
NUHS  Portables

CLASSROOM LIGHTING $10,000
NUHS  Light fixture replacement, J-Bldg, Theater, Band & Choir rooms

ELECTRICAL $45,000
NUHS  Theater lighting circuits
BRHS  Pool mechanical room surge protection

FLOOR COVERING $25,000
NUHS  Carpet replacement (1) portable classroom
NUHS  Gym floor re-finish (2) gyms
BRHS  Gym floor re-finish (2) gyms
SSHs  Gym floor re-finish (1) gym

HVAC $60,000
NUHS  Bard units replacement (1) units
      Compressor replacement Theater
BRHS  Hydronic piping upgrades
      Bard unit replacement (1) units
      Compressor replacement A bldg.
      Pool boiler heat exchanger
SSHs  Bard unit replacement (1) unit
MRC   Bard unit replacement (1) unit

LEAD $0-No projects

PAINTING $65,000
NUHS  Theater bldg. exterior
      Industrial Arts bldg. exterior

PAVING $200,000
NUHS  Main Lot asphalt repairs/slurry seal
      Student lot overlay/repairs
BRHS  Main lot repairs/slurry seal

PLUMBING $20,000
NUHS  Gas line replacement
BRHS  Hydronic piping replacement
      Shower mixing valve replacement
ROOFING $50,000
NUHS  Classroom bldg. B repairs
BRHS  Classroom bldg’s B & D repairs

UNDERGROUND STORAGE TANKS $0- No projects

WALL SYSTEMS $225,000
NUHS  Theater rigging replacement
       Plaster replacement Science Bldg.
       Elevator door system J-bldg.

FIRST YEAR GRAND TOTAL $ 720,000

DEFERRED MAINTENANCE SECOND YEAR 14/15

ASBESTOS $10,000
BRHS  D-Bldg. VCT flooring removal

CLASSROOM LIGHTING $ 20,000
NUHS  Gyms

ELECTRICAL $10,000
NUHS  Panels bldgs. A, B&C
       Electrical panel upgrades

FLOOR COVERING $25,000
NUHS  Flooring replacement I-bldg. restrooms
BRHS  Carpet replacement (1) classrooms
       VCT replacement D bldg.
SSHS  Carpet replacement (1) classroom

HVAC $80,000
NUHS  Roof top HVAC replacement (1) unit
       Bard unit replacement (1) units
BRHS  Roof top compressor replacement (1) unit
       Bard unit replacement (2) units
SSHS  Bard unit replacement (1) unit
MRC   Bard unit replacement (1) unit

LEAD-0- No projects

PAINTING $60,000
NUHS  J- Bldg.
BRHS  Thin brick sealer D-bldg.
SSHS  Exterior Portables
PAVING $150,000
NUHS  Fire lane & parking lot paving and slurry seal
      Pool parking lot overlay
BRHS  Student parking lot slurry seal
SSHS  Main lot slurry seal
MRC   Main lot slurry seal

PLUMBING $50,000
NUHS  Faucets and flush valves, Agriculture bldg.
      Pool equipment room plumbing
      Pump replacement C,D & E Bldgs.
BRHS  Fixture & valve replacement, D,E & F Bldgs.
      Hydronic pump replacement

ROOFING $240,000
NUHS  C-Bldg.
BRHS  Classroom B-Bldg.
      Industrial Arts Bldg.

UNDERGROUND STORAGE TANKS $0- No projects

WALL SYSTEMS $30,000
NUHS  Siding replacement (2) portables
MRC   Window system replacement
SSHS  Window system replacement

SECOND YEAR GRAND TOTAL $675,000

DEFERRED MAINTENANCE THIRD YEAR 15/16

ASBESTOS $10,000
SSHS  Steam piping / pipe wrap

CLASSROOM LIGHTING $20,000
NUHS  Foreign Language
BRHS  Light fixture replacement gym & classrooms

ELECTRICAL $35,000
NUHS  Electrical panel upgrades industrial arts and agriculture bldgs.
BRHS  Electrical Panel Replacement/upgrades

FLOOR COVERING $70,000
BRHS  Carpet replacement (3) classrooms
SSHS  Carpet replacement (1) classrooms
NUHS  Carpet replacement (3) classrooms
NUHS  Gym floor re-finish (2) gyms
BRHS  Gym floor re-finish (2) gyms

HVAC $150,000
NUHS  I-wing bard unit replacement (3) units
    Boiler replacement swimming pool complex
BRHS  G-Portables bard unit replacement (2) units
SSHS  Steam trap replacement, bard unit replacement (1) unit
SSHS  Bard unit replacement (1) unit EJHS bard unit replacement (1) unit

LEAD –$0- No projects

PAINTING $75,000
NUHS  J bldg exterior
BRHS  Exterior doors and trim
MRC   Exterior Main Bldg.

PAVING $100,000
BRHS  Service road Slurry seal
NUHS  Service Road overlay

PLUMBING $25,000
NUHS  Fixture/valve replacement science classrooms
BRHS  Fixture/valve replacement E-Bldg.

ROOFING $150,000
BRHS  McCrory Gym

UNDERGROUND TANK $0-No projects

WALL SYSTEMS $40,000
BRHS  Thin brick repairs

THIRD YEAR GRAND TOTAL $675,000

DEFERRED MAINTENANCE FOURTH YEAR 16/17

ASBESTOS $10,000
SSHS  V.A.T. abatement shops
    Steam piping pipe wrap
CLASSROOM LIGHTING $10,000
NUHS  Portables
BRHS  Light fixture replacement classrooms

ELECTRICAL $25,000
BRHS  Electrical panel / breaker replacement
      Emergency lighting battery systems
SSHSH  Electrical panel upgrades

FLOOR COVERING $35,000
NUHS  Carpet replacement (4) classrooms
BRHS  V.C.T. replacement (2) classrooms
SSHSH  Carpet replacement (1) classroom

HVAC $60,000
NUHS  Bard unit replacement (2) units
      Unit ventilators (2) units
BRHS  Bard unit replacement (2) units
      Boiler controls
SSHSH  Bard unit replacement (1) unit
MRC  Bard unit replacement (1) unit

LEAD $-0- No Projects

PAINTING $85,000
NUHS  C & D wings exterior painting
BRHS  Columns & glue-lam beams exterior painting

PAVING $40,000
NUHS  Pool & industrial arts parking lots
BRHS  Student parking lot slurry seal
MRC  Main parking lot slurry seal

PLUMBING $50,000
NUHS  Fixture/valve replacement Science Bldg.
BRHS  Fixture/valve replacement bldg. E & F

ROOFING $150,000
NUHS  Theater/Band & Choir

UNDERGROUND TANKS $-0-No projects

WALL SYSTEMS $100,000
BRHS  Thin brick repair/sealer, all bldgs.

FOURTH YEAR GRAND TOTAL $565,000
DEFERRED MAINTENANCE FIFTH YEAR 17/18

ASBESTOS $0- No projects

CLASSROOM LIGHTING $25,000
BRHS  Light fixture replacement

ELECTRICAL $50,000
NUHS  Fire alarm upgrades
BRHS  Fire alarm upgrades

FLOOR COVERING $50,000
NUHS  V.C.T replacement (4) classrooms
BRHS  Carpet replacement (3) classrooms
NUHS  Gym floor re-finish (3) gyms
BRHS  Gym floor re-finish (2) gyms
SSHS  Gym floor re-finish (1) gym

HVAC $40,000
NUHS  Bard unit replacement (3) units
BRHS  Bard unit replacement (3) units
SSHS  Bard unit replacement (1) unit
MRC   Bard unit replacement (1) unit

LEAD $0- No projects

PAINTING $75,000
NUHS  Portables exterior

PAVING $100,000
NUHS  Wrestling parking lot, Ali Ave. & main parking lot slurry seal
SSHS  Parking Lot Slurry Seal

PLUMBING $20,000
NUHS  Domestic hot water heaters (2)

ROOFING $175,000
NUHS  Classroom Bldg. J & E

UNDERGROUND TANKS $0- No projects

WALL SYSTEMS $30,000
NUHS  Doors & hardware agriculture bldg.
BRHS  Thin brick repairs
       Toilet Partitions All Bldgs.
FIFTH YEAR GRAND TOTAL $565,000

GRAND TOTAL ALL YEARS $3,200,000
ITEM "J"

DISCUSSION/ACTION ITEMS
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

DISCUSSION AGENDA ITEM J(1)

DEPARTMENT: Curriculum & Instruction

SUBJECT:
Common Core Implementation Plan

MEETING DATE:
October 9, 2013

CHECK ONE:
For Discussion: ☑
For Action: □
Report: □
Recognition: □

BACKGROUND:

AB 86, Section 85, of the Budget Act of 2013 provides $1.25B in federal funding for education to implement the Common Core State Standards. The Nevada Joint Union High School District's allocation of this one-time funding will be approximately $600,000.

This money may be used for:

- Professional development for teachers, administrators, and paraprofessional educators or other classified employee involved in the direct instruction of pupils that is aligned to the content standards;
- Instructional materials aligned to the content standards; and
- Integration of these academic content standards through technology-based instruction for the purpose of improving the academic performance of students (expenditures to support the administration of computer-based assessments and provide high-speed bandwidth and internet connectivity).

As a condition of receiving funds school districts are required to develop and adopt a plan outlining how funds allocated pursuant to this section will be spent. The plan for expending funds will be explained at a public meeting of the Governing Board and adopted by the Governing Board in a subsequent public meeting.

ACTION REQUESTED:

None. Discussion only at this meeting.

The administration plans to bring the implementation plan to the November 2013 regular board meeting for adoption.
<table>
<thead>
<tr>
<th>Resource</th>
<th>Description</th>
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<tr>
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**Nevada Joint Union High School District**

**Phase II**

(Grades 9-12)

**Phase III**

(Grades 9-12)

**Phase IV**

(Grades 9-12)
<table>
<thead>
<tr>
<th>Phase</th>
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<tr>
<td>Phase I</td>
<td>Develop exit criteria criteria for the classroom.</td>
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<td>Phase II</td>
<td>Develop the curriculum.</td>
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<tr>
<td>Phase III</td>
<td>Develop the advice and coordinate centers. (FALL/Winter 2014)</td>
</tr>
</tbody>
</table>
AB 86, Section 85 (Chapter 48, Statutes of 2013)
Language from education trailer bill, Assembly Bill 86, Section 85 (Chapter 48, Statutes of 2013) of the Budget Act of 2013.

(a) (1) The sum of one billion two hundred fifty million dollars ($1,250,000,000) is hereby appropriated from the General Fund to the Superintendent of Public Instruction for transfer to Section A of the State School Fund. 1 sum of six hundred twenty-five million dollars ($625,000,000) shall be transferred in July 2013 and the sum of one hundred twenty-five million dollars ($125,000,000) shall be transferred in August 2013.

(2) It is the intent of the Legislature that school districts, county offices of education, charter schools, and the special schools use funds allocated pursuant to subdivision (b) to support the integration of academic content standards in instruction adopted pursuant to Sections 60605.8, 60605.85, 60605.10, 60605.11, and 60811.3 Education Code, for kindergarten and grades 1 to 12, inclusive, for purposes of establishing high-quality instructional programs for all pupils.

(b) The Superintendent of Public Instruction shall apportion funds to school districts, county offices of education, charter schools, and the state special schools using an equal rate per pupil based on prior year enrollment.

(c) A school district, county office of education, charter school, or state special school may encumber funds apportioned pursuant to this section at any time during the 2013–14 or 2014–15 fiscal year.

(d) A school district, county office of education, charter school, or state special school shall expend funds allc pursuant to this section for any of the following purposes:

(1) Professional development for teachers, administrators, and paraprofessional educators or other classified employees involved in the direct instruction of pupils that is aligned to the academic content standards adopted pursuant to Sections 60605.8, 60605.11, 60605.85, and 60811.3 of the Education Code.

(2) Instructional materials aligned to the academic content standards adopted pursuant to Sections 60605.8, 60605.85, 60605.11, and 60811.3 of the Education Code, including, but not limited to, supplemental instructional materials as provided in Sections 60605.86, 60605.87, and 60605.88 of the Education Code.

(3) Integration of these academic content standards through technology-based instruction for purposes of improving the academic performance of pupils, including, but not necessarily limited to, expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments.

(e) As a condition of receiving funds allocated pursuant to this section, a school district, county office of education, charter school, or state special school shall do both of the following:

(1) Develop and adopt a plan delineating how funds allocated pursuant to this section shall be spent. The plan shall be explained in a public meeting of the governing board of the school district, county board of education governing body of the charter school, before its adoption in a subsequent public meeting.

(2) On or before July 1, 2015, report detailed expenditure information to the State Department of Education, including, but not limited to, specific purchases made and the number of teachers, administrators, or paraprofessional educators that received professional development. The State Department of Education shall determine the format for this report.

(f) The State Department of Education shall summarize the information reported pursuant to paragraph (2) of subdivision (e) and shall submit the summary to the appropriate budget subcommittees and policy committees of the Legislature and to the Department of Finance on or before January 1, 2016.

(g) Funding apportioned pursuant to this section is specifically intended to fund, and shall first be used to offset the costs of any new programs or higher levels of service associated with implementation of the academic content standards adopted by the State Board of Education pursuant to Sections 60605.8, 60605.85, 60605.10, 606c and 60811.3 of the Education Code, including those required by this section or Article 3.8 (commencing with Section 52060) of Chapter 6.1 of Part 28 of Division 4 of Title 2 of the Education Code.

http://www.cde.ca.gov/ta/tg/ab/ab86sec85ch48s2013.asp
(h) Funding apportioned pursuant to this section is subject to the annual audits required by Section 41020 of Education Code.

(i) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution the funds appropriated by this section:

(1) One billion dollars ($1,000,000,000) shall be deemed to be “General Fund revenues appropriated for school districts,” as defined in subdivision (c) of Section 41202 of the Education Code, for the 2012–13 fiscal year, a

fiscal year, and included within the “total allocations to school districts and community college districts from General

General Fund proceeds of taxes appropriated pursuant to Article XIII B,” as defined in subdivision (e) of Section 41202 of the

Education Code, for the 2012–13 fiscal year.

(2) Two hundred fifty million dollars ($250,000,000) shall be deemed to be “General Fund revenues appropriated for

school districts,” as defined in subdivision (c) of Section 41202 of the Education Code, for the 2013–14 fiscal year, and included within the “total allocations to school districts and community college districts from General

Fund proceeds of taxes appropriated pursuant to Article XIII B,” as defined in subdivision (e) of Section 41202 of the

Education Code, for the 2013–14 fiscal year.

Questions: Common Core System Implementation Office | commoncoreteam@cde.ca.gov | 916-319-0490

California Department of Education
1430 N Street
Sacramento, CA 95814

http://www.cde.ca.gov/re/cc/ab86sec85ch48s2013.asp 10/2/2013
NEVADA JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

ACTION AGENDA ITEM J(2)

DEPARTMENT: Administration

MEETING DATE: October 9, 2013

SUBJECT: District Policy Manual

CHECK ONE:
For Discussion: □
For Action: □
Report: □
Recognition: □

ACTION REQUESTED:

Approve the update to the Nevada Joint Union High School District Policy Manual.

RATIONALE/BACKGROUND:

Last year the Nevada Joint Union High School District contracted with the California School Boards Association (CSBA) to facilitate the process to update the district’s entire policy manual (policies, administrative regulations, exhibits and bylaws). A CSBA consultant working with the district office administration reviewed all sections of the policy manual.

While using mostly CSBA sample policies and regulations, the review entailed customizing policies to district practices. CSBA sample policies are reviewed by CSBA’s legal department, policy committees and at times liaison with the California Department of Education. By far the majority of revisions to our policy manual are related to compliance issues.

At a special meeting on September 21, 2013 the Board held a first reading and reviewed the update process with the CSBA consultant. Now the policy manual is presented for adoption. After adoption the entire manual will be on the district’s website via a link to CSBA’s GAMUT program.
AGENDA ITEM J(3)

DEPARTMENT: Superintendent’s Office

MEETING DATE: 10/9/2013

SUBJECT: Superintendent Evaluation
Administrator Evaluation

CHECK ONE:
For Discussion: X
For Action: □
Report: □
Recognition: □

ACTION REQUESTED:

Review and discuss proposed evaluation instrument for the Superintendent and School District Administrators.

RATIONALE/BACKGROUND:

At our Governance workshop of September 21, 2013 the Board and Superintendent discussed our mutual interest in having a clear, standards based evaluation instrument with which to guide the Board’s practice in evaluation of the Superintendent. Similarly, she has an interest in also having a clear, standards based evaluation instrument with which to guide her practice in administrator evaluation.

The Nevada Joint Union High School District has evaluation instruments that are negotiated with the employee unions for certificated and classified employees and memorialized in the Collective Bargaining Agreements and ratified by the respective units followed by ratification by the Board of Trustees. With formal Board adoption of an evaluation instrument for the Superintendent and school district administrators, the process will be able to transcend the tenure of individual board members and superintendents.

The attached proposed instruments are derived from the California Standards for Educational Leaders and do serve as a basis for administrator evaluation for many California school districts. The administrator instrument is taken directly from the standards and the superintendent instrument is augmented with particular duties of the superintendent and covers the areas of evaluation outlined in the superintendent’s contract.

This item is placed on the agenda this evening for review and discussion with potential for ratification at the regularly scheduled meeting of November 13, 2013. Thank you for your consideration.
Nevada Joint Union High School District
Administrative Standards for Evaluation

Based upon
California Professional Standards for Educational Leaders

Superintendent Version

Inherent in these standards is a strong commitment to cultural diversity and the use of technology as a powerful tool. A school administrator is an educational leader who promotes the success of all students by:

**Standard 1 – Visionary Leadership**

Facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community.

<table>
<thead>
<tr>
<th>Standard</th>
<th>Meets Standard</th>
<th>Needs Improvement</th>
<th>Unsatisfactory</th>
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<td>1.1 Develop a shared vision</td>
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**Narrative:**

**Standard 2 – The Educational Program / Personnel Professional Growth**

Advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional growth.

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<tr>
<td>2.5 Implements a system of curriculum development</td>
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<td>2.6 Demonstrates ability to train staff</td>
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**Narrative:**
<table>
<thead>
<tr>
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<td>3.1 Ensure a safe school environment</td>
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<td>3.3 Manage the school learning support system</td>
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<tr>
<td>3.4 Monitor and evaluate program and staff</td>
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<tr>
<td>3.5 Keeps board informed on business matters.</td>
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<tr>
<td>3.6 Ensures that qualified personnel manage business functions.</td>
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<tr>
<td>3.7 Provides specific recommendations on fiscal matters</td>
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<tr>
<td>3.8 Complies with county office, state and federal guidelines</td>
</tr>
<tr>
<td>3.9 Provides specific recommendations to the Board on facilities planning.</td>
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<tr>
<td>3.10 Maintains a high standard for facilities management.</td>
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<tr>
<td>3.11 Executes sound personnel practices</td>
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<tr>
<td>3.12 Respects and administers the collective bargaining agreements.</td>
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</table>

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<tr>
<th>Meets Standard</th>
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**Narrative:**
**Standard 4 – Community Relations**

Collaborating with families and community members, responding to diverse community interests and needs and mobilizing community resources.

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<thead>
<tr>
<th>Requirement</th>
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<td>4.3 Engage and coordinate support from agencies outside the school</td>
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<td>4.4 Demonstrates ability to work with people and gain respect.</td>
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<tr>
<td>4.5 Promotes a “students first” attitude in all communication</td>
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<td>4.6 Is active in and available to the community</td>
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</table>

**Narrative:**

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**Standard 5 – Professional and Leadership Development**

Modeling a personal code of ethics and developing professional leadership capacity.

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**Narrative:**

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**Standard 6 - Policy development and Board/Superintendent Relations**

Understanding, responding to, and influencing the larger political, social, economic, legal and cultural context.

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<td>6.4 Advises board members on district issues</td>
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<tr>
<td>6.5 Supports implementation of board policies</td>
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<td>6.6 Supports a harmonious working relationship with and among the board</td>
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<td>6.7 Adheres to labor agreements, state and federal law</td>
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**Narrative:**

**Overall Evaluation:**

- [ ] Meets Standard (Positive Evaluation)  
- [ ] Needs Improvement  
- [ ] Unsatisfactory

Board President: ________________________________

Board Vice President: ________________________________

Board Clerk: ________________________________

Board Member: ________________________________

Board Member: ________________________________

Superintendent: ________________________________

Date: ____________

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Nevada Joint Union High School District
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**Narrative:**

### Overall Evaluation:

- □ Meets Standard (Positive Evaluation)
- □ Needs Improvement
- □ Unsatisfactory

Evaluator: ___________________________  Date: ___________

Evaluatee: ___________________________  Date: ___________

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