

**SANTA CRUZ CITY SCHOOLS DISTRICT
 REGULAR MEETING FOR THE ELEMENTARY
 AND SECONDARY DISTRICTS
 WEDNESDAY, October 19, 2022
 OPEN SESSION BEGINS AT 6:30 P.M.
 ZOOM REMOTE BOARD MEETING**

**COMMUNITY MEMBERS CAN PARTICIPATE REMOTELY VIA ZOOM OR
 IN PERSON AT THE COUNTY OFFICE OF EDUCATION, BOARD ROOM
 400 ENCINAL STREET, SANTA CRUZ, CA.
 MASKS ARE STRONGLY ENGOURAGED
[Click on this link to join meeting.](#)**

Meeting Password: SCCS

**POSTED
 DATE:
 TIME:
 LOCATION:
 EMPLOYEE:**

If a member of the community would like to make public comment on a closed session item, please join Zoom. Public comment will begin promptly at 6:15 p.m.

[Click on this link to make public comment on a closed session item.](#)

AGENDA

Item	Purpose / Support
Agenda (Estimated Time)	
1. Convene Closed Session	6:15 p.m.
1.1 Roll Call	
1.2 Public Comments prior to Closed Session	<i>Members of the public may comment on items that are listed on the Closed Session Agenda.</i>
2. Closed Session Items	
2.1 Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments	<i>Information for possible action.</i>
2.2 Public Employee Discipline/Dismissal/Release/Complaint (Govt. Code Section 54957)	<i>Information for possible action.</i>
3. Convene Open Session	6:30 p.m.
3.1 Welcome	
3.2 Pledge of Allegiance	
3.3 Agenda Changes, Additions or Deletions & Announcements	

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4.	Public Comments	<i>For presentations of matters not on the Agenda. 3 minutes for individuals; 15 minutes per subject.</i> <i>Note to Members of the Public: Thank you for taking the time to attend this meeting. Santa Cruz City School Board Members appreciate your presence and your comments regarding items not on the agenda are valued. Per Santa Cruz City Schools Board Bylaw protocols, Trustees will not comment on Public Comments during this time.</i>
5.	Superintendent's Report	
5.1	Recognition of Hispanic Heritage Month Contest Winners	
5.2	Superintendent's Report	
5.3	Student Trustees' Reports	
6.	Board Members' Reports	
6.1	Board Members' Reports	
6.2	Board President's Report	
7.	Approval of Minutes	<i>None.</i>
8.	General Public Business	
8.1	Consent Agenda Non-Contract Items and Items to be Received: These matters may be passed by one roll call motion.	

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Item	Purpose / Support
8.1.1 Educational Services	
8.1.1.1	1st Quarter Williams Report
8.1.1.2	CTE Advisory Committee Members for 2022-23 School Year
8.1.2 Business Services	
8.1.2.1	Purchase Orders, Bids & Quotes
8.1.2.2	Warrant Register
8.1.2.3	Budget Transfers
8.1.2.4	Disposition of Surplus
8.1.2.5	Budget Development Calendar
8.1.2.6	Resolution 14-22-23: Accept Phase 2 of the California Schools Healthy Air, Plumbing and Efficiency Program (CalSHAPE) Ventilation Grant
8.1.2.7	Bond Notices of Completion
8.1.3 Human Resources	
8.1.3.1	Certificated Personnel Actions
8.1.3.2	Classified Personnel Actions
8.1.3.3	Resolution 16-22-23: Week of the Administrator
8.1.3.4	Resolution 17-22-23: School Employee Appreciation Week

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8.1.4	Governance/Superintendent	None.
8.2	Consent Agenda: General Contracts & Agreements	
8.2.1	Educational Services	
8.2.1.1	Sprouts Santa Cruz LLC Lease Agreement	
8.2.1.2	Final Settlement Agreement: Special Education	
8.2.1.3	Non-public Agency: ACES Contract Revision	
8.2.1.4	Non-public Agency: SpeechRighter Contract Revision	
8.2.1.5	Non-public Agency: Adriana San Millan School Psychology and Special Education Services, LLC	
8.2.1.6	Agreement for Professional Services: Steps to Success	
8.2.1.7	Consultant Services Agreement: Interactive Flat Panel Training (IT)	
8.2.1.8	Consultant Services Agreement: Safe Schools	
8.2.1.9	Riverside County Office of Education: A-G Transcript Audit	
8.2.1.10	Consultant Services Agreement: Positive Discipline Community Resources	
8.2.2	Business Services	

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8.2.2.1	Change Order: Climatec, Energy Services Agreement
8.2.2.2	19Six Architects & Interiors: Amendment Agreement: Egress Plans and Wayfinding Signage
8.2.2.3	Belli Amendment Funding Change
8.2.3	Human Resources <i>None.</i>
8.2.4	Governance/Superintendent
8.2.4.1	Memorandum of Understanding for Interagency Information Sharing Between SCCS and Santa Cruz COE
8.3	Consent Agenda: Bond Projects Contracts, Agreements, Proposals, Bids & Change Orders
8.3.1	California Custom Sheds: Quote: Transportation Storage Building
8.3.2	Moore Twining: Proposal: Branciforte Small Schools Elevator Modernization Geotechnical Engineering Investigation
8.3.3	Ross Recreation: Change Order 1: DeLaveaga Elementary School Kinder Play Equipment Site Work
8.4	Report of Closed Session Actions

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8.4.1	Report of Actions Taken in Closed Session
8.5	Items to Be Transacted and/or Discussed
8.5.1	Educational Services
8.5.1.1	Staff Report: Nursing Services Update <i>Staff will provide an update on Nursing Services</i>
8.5.2	Business Services
8.5.2.1	Staff Report: Preliminary California Basic Education Data System (CBEDS) Report <i>Staff will provide a report on the Preliminary California Basic Education Data System</i>
8.5.3	Human Resources <i>None.</i>
8.5.4	Governance/Superintendent
8.5.4.1	Staff Report: School Marketing Update <i>Staff will provide an update on School Marketing Plan</i>
8.5.4.2	New Business: Resolution 15-22-23 Proclaiming Indigenous Heritage Month <i>Recommendation: Approve Resolution 15-22-23: Proclaiming Indigenous Heritage Month</i>
8.5.4.2	Possible Items for Future Meeting Agendas
9.	Adjournment
10.	Return to Closed Session (if necessary)
11.	Closed Session Action Report (if necessary)

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12. Adjournment	

The board book for this meeting, including this agenda and back-up materials, may be viewed or downloaded online: http://sccs.net/board_of_education or may be viewed at the District Office, 133 Mission St. Ste. 100, Santa Cruz, CA 95060.

Public Participation:

All persons are encouraged to attend and, when appropriate, to participate in meetings of the Santa Cruz City Schools Board of Education. If you wish to speak to an item on the agenda, please be present at the beginning of the meeting as any item, upon motion, may be moved to the beginning of the agenda. Consideration of all matters is conducted in open session except those relating to litigation, personnel and employee negotiations, which, by law, may be considered in closed session.

Translation Requests:

Spanish language translation is available on an as-needed basis. Please make advance arrangements with Alyssa Martinez by telephone at (831) 429-3410 extension 48220.

Las Solicitudes de Traducción:

Traducciones del inglés al español y del español al inglés están disponibles en las sesiones de la mesa directiva. Por favor haga arreglos por anticipado con Alyssa Martinez por teléfono al numero (831) 429-3410 x48220.

Board Meeting Information

1. The Regular Board Meeting on November 2, 2022, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
2. The Study Session on November 16, 2022, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Regular Board Meeting on December 7, 2022, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
4. The Study Session on December 14, 2022, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
5. The Regular Board Meeting on January 11, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

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6. The Study Session on January 18, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
7. The Regular Board Meeting on February 8, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
8. The Regular Board Meeting on February 22, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
9. The Regular Board Meeting on March 8, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
10. The Regular Board Meeting on March 22, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
11. The Regular Board Meeting on April 12, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
12. The Study Session on April 26, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
13. The Regular Board Meeting on May 10, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
14. The Study Session on May 24, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
15. The Regular Board Meeting on May 31, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
16. The Regular Board Meeting on June 14, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Williams Uniform Complaint 1st Quarterly Report

MEETING DATE: October 19, 2022

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Williams Uniform Complaint 1st Quarterly Report for 2022-2023.

BACKGROUND:

According to Education Code and the District's Administrative Regulation on the Williams Uniform Complaint Policy, school districts must submit quarterly reports to the County Office of Education of all complaints filed in the areas of insufficient instructional materials, teacher vacancy or misassignment, and inadequate facilities.

Upon contacting each school site, it has been verified that there have been no complaints for the first quarter of the school year, which ended September 30, 2022. The accompanying report has been created to show that the district did not receive any complaints this quarter.

FISCAL IMPACT:

None

This work is done in support of the following district goals and their corresponding metrics:

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

**QUARTERLY DISTRICT STATUS REPORT OF UNIFORM COMPLAINTS
TO THE COUNTY SUPERINTENDENT OF SCHOOLS
QUARTER END SEPTEMBER 30, 2022**

DISTRICT: Santa Cruz City Schools

Date Reported to District Governing Board: October 19, 2022

I. INSTRUCTIONAL MATERIALS

A) Insufficient text books or instructional materials in classroom:

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
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*Explanation: _____

B) Insufficient textbooks or instructional materials to take home:

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

*Explanation: _____

C) Textbooks or instructional materials in poor or unusable condition:

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

*Explanation: _____

II. TEACHER VACANCY OR MISASSIGNMENT

A) No assigned certified teacher at beginning of semester:

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

*Explanation: _____

**B) Teacher lacking credentials or training to teach English Language Learners (ELL) with
More than 20% ELL in class:**

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

*Explanation: _____

C) Teacher instructing class lacking subject matter competency:

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

*Explanation: _____

III. FACILITIES

A) Conditions posing an emergency or urgent threat to the health or safety of students/staff:

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

*Explanation: _____

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Career Technical Education Advisory Committee Appointments

MEETING DATE: October 19, 2022

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the following members to participate on the district Career Technical Education Advisory Committee for the 2022-23 school year.

Name	Representing	Industry Pathway/ Sector
Allyson Dunn	Student	Health Science and Medical Technology
Amine Bouchti	Site Admin & Former CS Teacher	Computer Science/Information technology
Andy Stone	Santa Cruz Workforce Development Member	Local Labor & Workforce
Annabelle Rodriguez	Cabrillo- CTE Dean	Local Community College
Berri Michel	Industry - Bicycle Trip	Transportation - Bike
David Wright	Industry - Elements Manufacturing	Const. Tech./Building Trades & Construction
Donna Marie Stahl	CTE Teacher	Health Science and Medical Technology
Dr. Mary Patz	Physician - PAMF	Health Science and Medical Technology
Eddie Cervantes	Cabrillo	Local Community College
Elizabeth Shaw	COE CS CTE Teacher	Computer Science/Information technology
Elizabeth Yin	Student	Health Science and Medical Technology
Gail Atlansky	Out of school youth, Foster, Homeless, etc.	N/A
Julia Hodges	SCCS - Director Secondary C & I	N/A

Justin Swett	Industry - Looker	Computer Science/Information technology
Laurie Hildebrand	CTE Teacher	Manufacturing and Product Development
Linda Bernabe	Cabrillo - Dual Enrollment	Local Community College
Marco Lucadano	CTE Teacher	Graphic Design/Arts, Media and Entertainment
Mary Gaukel	Community Expert	N/A
Matt Svoboda	CTE Teacher	Bike Tech Intro & Adv./Transportation
Meghan Reilly	Industry	Education
Merille Yin	Student	Health Science and Medical Technology
Michael Timper	Former Parent	Computer Science/Information technology
Nehal Pfeiffer	CTE Teacher	Health Science and Medical Tech - Biotechnology
Peter Boscacci	CTE Teacher	Const. Tech./Building Trades & Construction
Romney Dunbar	Videographer: Dunbar productions	Graphic Design/Arts, Media and Entertainment
Shayla Hill	Student	Health Science and Medical Technology
Sheri Williams	CTE Counselor	N/A
TBD	Industry	Agriculture
TBD	Industry	Manufacturing and Product Development
Tom Bentley	CTE Teacher	Agriculture
Tom Crahan	Community Member/Former Parent	N/A

BACKGROUND:

California *Education Code* specifies:

“The governing board of each school district participating in a career technical education program shall appoint a career technical education advisory committee to develop recommendations on the program and to provide liaison between the district and potential

employers. The committee shall consist of one or more representatives of the general public knowledgeable about the disadvantaged, students, teachers, business, industry, school administration, and the field office of the Employment Development Department (EDD).” (EC § 8070.)

The federal Carl D. Perkins Career Technical Education Improvement Act of 2006 (Perkins IV) requires:

Each local educational agency (LEA) receiving Perkins IV funds must involve parents, students, academic and CTE teachers, faculty, administrators, career guidance and academic counselors, representatives of tech prep consortia (if applicable), representatives of business and industry, labor organizations, representatives of special populations, and other interested individuals in the development, implementation, and evaluation of CTE programs. (20 U.S.C. § 2354 (b)(5).)

To be in alignment with EdCode Career Technical Education programmatic oversight and also meet the updated requirements of the Perkins V Career and Technical Education federal grant, Santa Cruz City Schools is increasing the membership of the district Career Technical Education Advisory Committee.

Process and criteria for identifying Career Technical Education Committee members:

Nominations should be recommended by the head of the career technical education (CTE) department [SCCS Director of Secondary Curriculum, Instruction, and Assessment] with input from the other CTE teachers, site principal, superintendent and/or the chairperson of the school board.

- The advisory committee should be truly representative of the district and CTE program.
- Committee members should be representative of the various industry sector programs offered and include: parents, students, academic and CTE teachers, faculty, administrators, career guidance and academic counselors, representatives of business and industry, labor organizations, and representatives of special populations.
- The committee should represent parity (an equal number of representatives) between all groups involved. There should never be more district or school staff than representatives of business/industry/labor.
 - the above list of 31 desired committee members (including 2 industry seats waiting to be filled) is composed of the following:
 - 11 district employees (2 district administrators, 1 site administrator, 1 counselor, & 7 Career Technical Education Teachers)
 - 6 industry partners (looking for 2 more industry partners in addition to these 6, 1 for sustainable agriculture and 1 for product manufacturing) These are aligned to the 7 industry sectors that the district’s Career Technical Education pathways fall into

- 4 students
- 3 Cabrillo
- 2 former parents
- 1 COE CTE Teacher
- 1 local workforce development
- 1 education and career expert

The two major roles of a district Career Technical Education Advisory Committee is to review data and make data-based recommendations to the board. The data used is district Career Technical Education enrollment and achievement data as well as local labor market and wage data. The committee then uses this data to make recommendations to the board regarding any changes needed to current pathway offerings as well as considerations regarding reaching out to specific student groups not accessing Career Technical Education programs.

Approximately 1,300 students are enrolled in Career Technical Education courses each school year.

Teachers who participate on the committee are paid hourly for their time.

FISCAL IMPACT:

\$2,500 Career Technical Incentive Grant (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Purchase Orders, Bids, and Quotes

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the purchase orders, quotes, bids, and proposals from September 19 through October 7, 2022.

BACKGROUND:

A detailed report is attached, listing purchase orders, quotes and bids that require Board approval prior to release to vendors or ratification within 60 days as allowed by Education Code 17605.

The following definitions are provided to clarify the differences between purchase orders, quotes, and bids:

Purchase Orders:

All purchases shall be made by formal contract or purchase order or shall be accompanied by a receipt. The Superintendent or designee may create a "blanket" or "open" purchase order system for the purchase of minor items as needed from a vendor.

Quotes:

For the purchase of materials and supplies between \$15,000 and \$60,000 more than one quote is required and may be verbal or written. When purchases will be \$15,000 to \$99,100 for contracted work other than Public Works Projects and \$60,000 to \$99,100 for materials and supplies, several vendors are contacted for written quotes/proposals. This process, though not as rigorous as a bid, ensures that the District has involved more than one vendor and will secure a competitive price.

Bids/RFP:

A formal process including advertising to notify prospective bidders, distribution of written specification regarding the work or materials, and compliance with legal guidelines for bidding, must be followed for contracted work other than CUPCAA Public Works Projects projected to cost \$99,100 and over, or for materials and supplies in the sum of \$99,100 or over unless a Cooperative Purchasing Agreement is being utilized under PCC 20118. Under CUPCAA contracts may be awarded up to \$60,000 without additional quotes. Informal bidding procedures are followed for Public Works projects from \$60,000 to \$200,000 and a formal bid process occurs for Public Works projects over \$200,000 (PCC 20117(B), 20651(B)). Bids are

AGENDA ITEM: 8.1.2.1

solicited from a wide pool of prospective vendors, thus assuring that when the award is made to the lowest responsible bidder and that the District receives the best price available.

This work is in direct support of the following District goal and its corresponding metrics:

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Description

Includes Purchase Orders dated 09/19/2022 - 10/07/2022

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
BPO23-00005	OFFICE DEPOT	PBIS/ SUPPLIES	GAEL	01	NO REPORTING RI	250.00
BPO23-00006	AMAZON CAPITAL SERV	Open PO/Tittle 1 Teachers/Instructional Supplies	GAEL	01	BAS GNT LOW-INC	5,600.00
PO23-00210	SAN JOAQUIN COE	Beyond SST Year One	STUS	01	OTHER RESTRICT	9,334.00
PO23-00449	UNIVERSITY OF OREGO	PBISApp- SWIS Annual License	STUS	01	OTHER RESTRICT	1,400.00
PO23-00692	CSU SAN BERNADINO	Basic Audiometry Class	STUS	01	OTHER RESTRICT	600.00
PO23-00874	ULINE	TRAFFIC CONES	M&O	01	OTHER RESTRICT	792.06
PO23-00920	APPLE COMPUTER INC	13-inch MacBook Pro for Dorothy	EDSV	01	NO REPORTING RI	1,577.76
PO23-00956	SMARTSIGN	ASSET TAGS (ASSET TIGER)	WRSH	01	ONGOING & MAJO	600.00
PO23-00957	SNA DEPOSITORY	FS Membership renewal	FS	13	CHLD NUTR:SCHO	146.00
PO23-00958	AMAZON CAPITAL SERV	CTE Classroom Supplies	HHS	01	Measure T	219.58
PO23-00959	DICK BLICK COMPANY	Art Supplies	HHS	01	Measure T	635.40
PO23-00960	COMMUNITY PRINTERS	Printing Services	BMS	01	NO REPORTING RI	800.00
PO23-00961	ROYAL COACH TOURS	CFP - Water Polo Bus	HHS	01	Measure T	1,293.00
PO23-00962	DICK BLICK COMPANY	Art Supplies	HHS	01	Measure T	1,824.10
PO23-00963	CDW GOVERNMENT INC.	Laser Printer	WLEL	01	NO REPORTING RI	475.64
PO23-00964	KOALA TREE CARE	MHMS PRUNE 11 SYCAMORE TREES & REMOVE OTHER TREES.	M&O	01	ONGOING & MAJO	13,000.00
PO23-00965	BARTOS ARCHITECTURE	WL SITE IMPROVEMENTS 22/23	M&O	21	Bond A Elem	35,000.00
PO23-00966	BARTOS ARCHITECTURE	WL PLAYGROUNDS 22/23	M&O	21	Bond A Elem	10,000.00
PO23-00967	BARTOS ARCHITECTURE	WL NEW UPPER CLASSROOM 22/23	M&O	21	Bond A Elem	200,000.00
PO23-00968	NATIONAL ASSOCIATIO	Membership for Susie Tellez	STUS	01	NO REPORTING RI	105.00
PO23-00969	VARIDESK LLC	SAFETY/OPEN ORDER STANDING DESKS	HR	01	OTHER RESTRICT	1,000.00
PO23-00970	OFFICE DEPOT	SAFETY/OPEN PO FOR Safety Items	HR	01	OTHER RESTRICT	300.00
PO23-00971	UCSC-REGENTS	CSA - Mesa Program	HHS	01	BAS GNT LOW-INC	3,450.00
PO23-00972	AMAZON CAPITAL SERV	Open PO/Tittle 1 RTI Instructinal Supplies	GAEL	01	BAS GNT LOW-INC	1,000.00
PO23-00973	HENRY SCHEIN INC	Pediatric/child cuffs electronic units	HHS	01	C. PERKINS CTE:	93.43
PO23-00974	AMAZON CAPITAL SERV	Books/Workbooks for OLA Director	CURR	01	BAS GNT LOW-INC	36.47
PO23-00975	AMAZON CAPITAL SERV	Amazon Order for Lucadano Class Supplies	SQHS	01	C. PERKINS CTE:	207.00
PO23-00976	AMAZON CAPITAL SERV	Photo Class Supplies	HHS	01	BAS GNT LOW-INC	518.82
PO23-00977	SAN LORENZO LUMBER	Misc Tools & Supplies for Leif Rovick	SQHS	01	C. PERKINS CTE:	1,000.00
PO23-00978	COMMUNITY PRINTERS	SpED Business Cards	SPED	01	SE:STATE LOCAL	131.10
PO23-00979	COAST PAPER & SUPPL	INVENTORY ORDER/KLEENEX	WRSH	01	NO REPORTING RI	2,556.45
PO23-00980	AMAZON CAPITAL SERV	Office Supplies	HHS	01	NO REPORTING RI	252.35
PO23-00981	NASCO	CFP Invoice 333555. Science lab supplies	BSS	01	NO REPORTING RI	32.33
PO23-00982	SCHOOL SERVICES OF	Workshop/May Revision for Jeanie Brown	HR	01	NO REPORTING RI	250.00
PO23-00983	CONVERGEONE PAYMEN	CHROMEBOOK LEASE YR 3 OF 5	DO	01	OTHER RESTRICT	169,828.61
PO23-00984	JULIUS MILLS-DENTI	CSA-RESTORATIVE JUSTICE PRACTICES	SCHS	01	ESSER III ARP	10,000.00

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PO23-00985	ACCO-WILSON INC DBA	BV - BOILER PUMP REMOVE & REPLACE & LOOP MODS	M&O	01	ONGOING & MAJO	5,264.15
PO23-00986	SPROUTS SC	MONARCH ELOP SPROUTS AFTER SCHOOL PROGRAM	FIN	01	ELO-P	95,000.00
PO23-00987	CAMPUS KIDS CONNECT	WESTLAKE ELOP CKC AFTER SCHOOL PROG	FIN	01	ELO-P	100,000.00
PO23-00988	CAMPUS KIDS CONNECT	DELAVEGA ELOP CKC AFTER SCHOOL PROG	FIN	01	ELO-P	180,000.00
PO23-00989	SANTA CRUZ COUNTY P	2014 MEASURE F ASSESSMENT FEE	FIN	01	OTHER RESTRICT	8.50
PO23-00990	SCHOLASTIC INC.	Scholastic mags-Lars, Brown, Suess and Crocetti	MHMS	01	LOTTERY:INSTRUC	900.00
PO23-00991	AMAZON CAPITAL SERV	M. O'Hagan- Open PO for Amazon	DLEL	01	SE:STATE LOCAL	200.00
PO23-00992	A SIGN ASAP	Invoice 220416	PERC	01	NO REPORTING RI	164.63
PO23-00993	DATAFINCH TECHNOLOG	PIZZ: 22-23 DIST-WIDE CATALYST LICENSE SUB.RENEWAL	SPED	01	SE:STATE LOCAL	4,208.71
PO23-00994	CELTX INC	Celtx Pro for HHS	CURR	01	CAREER TECHNIC	2,840.50
PO23-00995	SNAGAJOB.COM INC	Snagajob Inv#528885	PERC	01	NO REPORTING RI	903.08
PO23-00996	PEDX COURIER & CARG	Pedx Inv#1195	PERC	01	NO REPORTING RI	180.00
PO23-00997	COLIBRI SYSTEM	Book Covers	HHS	01	NO REPORTING RI	316.75
PO23-00998	DEMCO INC	Library Supplies	HHS	01	NO REPORTING RI	654.20
PO23-00999	CDW GOVERNMENT INC.	Quote 1C8S20L - Lenovo ThinkBook 15 G4	PERC	01	NO REPORTING RI	929.50
PO23-01000	CALIFORNIA SCHOOL N	CSNO Annual Membership	STUS	01	NO REPORTING RI	120.00
PO23-01001	BOOKSHOP SANTA CRUZ	OPEN PO for Said-Llibrary books	MHMS	01	LOTTERY:INSTRUC	1,500.00
PO23-01002	AZZIE'S STORAGE	SCH C & D MOD	M&O	21	Bond A Secondar	323.50
PO23-01003	AMERICAN FLOOR MATS	M. Fish- Safety floor mats	DLEL	01	OTHER RESTRICT	307.74
PO23-01004	GRAY'S MUSICAL INST	Clarinet Reeds	CURR	01	Measure U	109.25
PO23-01005	WOODWIND AND BRASSV	Open PO - Supplies for Music Class	CURR	01	Measure U	500.00
PO23-01006	GRAY'S MUSICAL INST	Open PO - instrument repairs (Bay View)	CURR	01	Measure U	500.00
PO23-01007	GRAY'S MUSICAL INST	Open PO - instrument repairs (Westlake)	CURR	01	Measure U	500.00
PO23-01008	HAZ TOWING	Open PO for Towing	TRAN	01	TRANSPORT:HOM	500.00
PO23-01009	BARTOS ARCHITECTURE	WL UTILITY INFRASTRUCTURE 22/23	M&O	21	Bond A Elem	25,000.00
PO23-01010	BARTOS ARCHITECTURE	WL REMOVE UPPER PORTABLES 22/23	M&O	21	Bond A Elem	35,000.00
PO23-01011	ANIMAL DAMAGE MGMT	22/23 OPEN PO FOR GOPHER CONTROL ALL SITES	M&O	01	ONGOING & MAJO	26,450.00
PO23-01012	ALL BAY MECHANICAL	CFP - HVAC Repairs/District Office	FIN	01	OTHER RESTRICT	21,315.00
PO23-01013	B & H PHOTO	Fuji XH2 ML Diital Camera for Lucadano	SQHS	01	C. PERKINS CTE:	2,334.60
PO23-01014	CURRICULUM ASSOCIAT	Elem iReady Educator Summit Registration	CURR	01	ESEA:STDNT SUPP	757.10
PO23-01015	CLARION HOTEL CONCO	iReady Summit Clarion Hotel in Concord ELEM	CURR	01	ESEA:STDNT SUPP	909.98

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PO23-01016	AMAZON CAPITAL SERV	How Tutoring Works book for Sec OLA Dir	CURR	01	NO REPORTING RI	22.72
PO23-01017	FLINN SCIENTIFIC IN	Science Classroom Supplies	HHS	01	LCFF SUPP FUNDI	4,489.06
PO23-01018	PROJECT BIKE TECH	SCHS Project Bike Tech Student Fees	CURR	01	CAREER TECHNIC	1,150.00
PO23-01019	PROJECT BIKE TECH	HHS Project Bike Tech Student Fees	CURR	01	CAREER TECHNIC	2,250.00
PO23-01020	FOLLETT CONTENT SOL	Supplemental Books	HHS	01	LOTTERY:INSTRU	929.94
PO23-01021	FOLLETT CONTENT SOL	Supplemental Books	HHS	01	LOTTERY:INSTRU	356.81
PO23-01022	NSAV	Toner Cartridges	HHS	01	NO REPORTING RI	262.18
PO23-01023	AMAZON CAPITAL SERV	Plastic Bottles for Art Dept.	HHS	01	Measure T	130.77
PO23-01024	DICK BLICK COMPANY	Acrylics for Art Dept.	HHS	01	LOTTERY:INSTRU	752.93
PO23-01025	CDW GOVERNMENT INC.	Laptop - Asst. Administrator	STUS	01	DONATIONS	930.94
PO23-01026	OFFICE DEPOT	OPEN PO FOR PAPER/SUPPLIES	SCHS	01	NO REPORTING RI	500.00
PO23-01027	OFFICE DEPOT	Reusable posters for job fair	HR	01	NO REPORTING RI	453.22
PO23-01028	CENTRAL HOME SUPPLY	M. Reber-Open PO Central Home Supply	DLEL	01	DONATIONS	365.64
PO23-01029	HENRY SCHEIN INC	STIMUNIT FOR ATHLETIC TRAINER	SCHS	01	Measure T	2,651.73
PO23-01030	HENRY SCHEIN INC	ATHLETIC SUPPLIES - TRAINER	SCHS	01	Measure T	2,253.24
PO23-01031	PALACE BUSINESS SOL	OPEN PO FOR ENGLISH	SCHS	01	NO REPORTING RI	1,000.00
PO23-01032	SANTA CRUZ MUSEUM O	Field trip payment - Ballaban	BVEL	01	DONATIONS	40.00
PO23-01033	SANTA CRUZ MUSEUM O	Field trip payment - Ballaban	BVEL	01	DONATIONS	15.00
PO23-01034	UC REGENTS OF CALIF	Field trip payment - Johnston	BVEL	01	DONATIONS	175.00
PO23-01035	CURRICULUM ASSOCIAT	Sec iReady Educator Summit Registration	CURR	01	ESSER III ARP	540.79
PO23-01036	AMAZON CAPITAL SERV	Open PO for Supplies - PBIS	BVEL	01	IPI GF	2,400.00
PO23-01037	BUREAU OF EDUCATION	Restorative Practices Conference	HHS	01	BAS GNT LOW-INC	3,108.00
PO23-01038	SCHOLASTIC EDUCATIO	TrueFlix renewal subscription	WLEL	01	LOTTERY:INSTRU	740.00
PO23-01039	DEMCO INC	Library Supplies	WLEL	01	DONATIONS	222.83
PO23-01040	BAYSIDE OIL II INC	FS Van Battery	FS	13	CHLD NUTR:SCHO	134.00
PO23-01041	BENCHMARK EDUCATION	Benchmark materials for SPED	WLEL	01	LOTTERY:INSTRU	209.76
PO23-01042	CLARION HOTEL CONCO	iReady Educator Summit Clarion Hotel in Concord	CURR	01	ESSER III ARP	260.26
PO23-01043	FOLLETT CONTENT SOL	Follette CFP-Library books	MHMS	01	LOTTERY:INSTRU	952.10
PO23-01044	AMAZON CAPITAL SERV	Supplies from Amazon for Jessica Hoffscheider	SQHS	01	NO REPORTING RI	163.74
PO23-01045	PALACE BUSINESS SOL	Supplies from Palace For Lilith Ohlson	SQHS	01	Measure T	298.81
PO23-01046	PHOENIX CERAMICS SU	Open PO for Art -Kiln repair for Crocetti	MHMS	01	DONATIONS	300.00
PO23-01047	AMAZON CAPITAL SERV	Camera replacement for CTE Photography course	CURR	01	CAREER TECHNIC	1,092.45
PO23-01048	ESTRELLITA INC	Estrellita- Spanish Phonics intervention materials	DLEL	01	LOTTERY:INSTRU	2,382.13
PO23-01049	GREAT MINDS LLC	Teacher Edition Set - Books (Quote: 00238920)	BVEL	01	LOTTERY:INSTRU	390.24
PO23-01050	B & H PHOTO	Toner, Drums	HHS	01	Measure T	2,249.65
PO23-01051	CINCO BOOKS CORP	Open PO for Library Books	HHS	01	NO REPORTING RI	500.00

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PO23-01052	LECTORUM PUBLICATIO	Open PO for Library Books	HHS	01	NO REPORTING RI	500.00
PO23-01053	CA ASSOC OF SCHOOL	Conference for CASC Amine Bouchti & Ana Martinez	SQHS	01	ESEA:STDNT SUPI	1,138.00
PO23-01054	APPLE COMPUTER INC	Replacing Stolen IMac. in Labrary	GAEL	01	OTHER RESTRICT	12,143.08
PO23-01055	EAST BAY RESTAURANT	FS Equip./KIT Funding	FS	13	Kitchen Upgrade	6,123.82
PO23-01056	MPS	60 Chemistry Textbook For Gabi Williams Class	SQHS	01	LOTTERY:INSTRU(8,048.63
PO23-01057	REALLY GOOD STUFF I	Shelf for TK classroom	BVEL	01	OTHER RESTRICT	535.00
PO23-01058	AMAZON CAPITAL SERV	Supplies - Art	BVEL	01	Measure U	800.00
PO23-01059	GRIZZLY INDUSTRIAL	Secondary Summer School supplies	CURR	01	BAS GNT LOW-INC	466.72
PO23-01060	LUNCHASSIST INC	FS Kit funds training	FS	13	Staff Training	1,050.00
PO23-01061	STAPLES ADVANTAGE	OPEN PO PAPER	SCHS	01	NO REPORTING RI	2,000.00
PO23-01062	DICK BLICK COMPANY	Art Supplies from 21-22	BVEL	01	Measure U	18.40
PO23-01063	AMAZON CAPITAL SERV	UMBRELLAS FOR Kinder/Lunch	GAEL	01	NO REPORTING RI	289.46
PO23-01064	M3 ENVIRONMENTAL CO	^NBH COE PORTABLE HAZMAT	M&O	01	OTHER RESTRICT	2,700.00
PO23-01065	ROGER'S REFRIGERATI	Service for Refrigerator- Nutrition Class	BMS	01	NO REPORTING RI	340.13
PO23-01066	The Water Connectio	MHMS INSTALL 4" AMES LFC 300	M&O	01	ONGOING & MAJO	4,692.15
PO23-01067	The Water Connectio	DLEL REBUILD S/O VALVES W/ PACKIN 6" AMES LFC 300	M&O	01	ONGOING & MAJO	480.00
PO23-01068	Simonds Machinery C	HH - MECHANICAL FLOAT SWITCH FOR POOL	M&O	01	OTHER RESTRICT	1,751.61
PO23-01069	AMAZON CAPITAL SERV	OPEN PO FOR JEWELRY SUPPLIES	SCHS	01	DONATIONS	450.00
PO23-01070	RIO GRANDE ALBUQUER	OPEN PO FOR JEWELRY	SCHS	01	Measure T	3,000.00
PO23-01071	THOMAS MUSICAL INST	OPEN PO FOR INSTRUMENT REPAIRS	SCHS	01	Measure T	3,000.00
PO23-01072	GRAY'S MUSICAL INST	OPEN PO FOR INSTRUMENT REPAIRS	SCHS	01	Measure T	3,000.00
PO23-01073	WOODWIND AND BRASSV	OPEN PO FOR MUSIC SUPPLIES	SCHS	01	Measure T	3,000.00
PO23-01075	SOLSTICE RTC	21-22 /NPA-Solstice: IEP MANDATED SERVICES	SPED	01	MNTL HLTH 20-21	74,510.64
PO23-01076	ACCO-WILSON INC DBA	M&O - GATEWAY HVAC REPAIRSx2	M&O	01	OTHER RESTRICT	8,237.75
PO23-01077	SANTA CRUZ COE	COE Credential Program	HR	01	ESEA:TEACHER Q	13,000.00
PO23-01078	GOPHER SPORT	Open PO for PE equipment-Inst funds	MHMS	01	NO REPORTING RI	1,500.00
PO23-01079	PHOENIX CERAMICS SU	open PO for art class	MHMS	01	LOTTERY:INSTRU(2,000.00
PO23-01080	AMAZON CAPITAL SERV	OPEN PO - SMOG ITEMS	SCHS	01	Measure T	430.00
PO23-01081	UCSC	SCH C & D TENNIS COURT RENTAL	M&O	21	Bond A Secondar	3,250.00
PO23-01082	SANTA CRUZ COE	22-23 SVNTP Participants	HR	01	ESEA:TEACHER Q	70,000.00
PO23-01083	AMAZON.COM	Blanket PO for teacher supplies	MHMS	01	NO REPORTING RI	6,000.00
PO23-01084	AMAZON CAPITAL SERV	Bike Locks	HHS	01	NO REPORTING RI	181.85
PO23-01085	AMAZON CAPITAL SERV	World/US maps. Class sets	BSS	01	LOTTERY:INSTRU(540.79
PO23-01086	Scientific Notebook	Scientific Notebook For Nehal Pfeiffer class	SQHS	01	Measure T	834.71
PO23-01087	JOHNSON GAS APPLIAN	Supplies for Hilderbrand from Johnson Gas	SQHS	01	Measure T	181.35

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PO23-01088	Sydell Palm Springs	CASE Conference Saguario Hotel	CURR	01	ESSER III ARP	646.49
PO23-01089	HYATT REGENCY / PAL	CASE Conference Hyatt Hotel	CURR	01	ESSER III ARP	944.99
PO23-01090	SAFEWAY STORES INC	Refreshments-various meetings (goal 3/strategy 1)	BVEL	01	DONATIONS	1,000.00
PO23-01091	JUNIOR LIBRARY GUIL	Library Subscription-QUO-287839-H4M6R6	BVEL	01	DONATIONS	1,396.52
PO23-01092	MARIA E ARIAGNO BAL	2022/2023 APS-M.BALLARD: IEP MANDATED SERVICES	SPED	01	SE:STATE LOCAL	2,500.00
PO23-01093	LIVE OAK SCHOOL DIS	IEP Interpretation Workshop 9/14-9/15/2022	SPED	01	SE:STATE LOCAL	183.33
PO23-01094	AMAZON CAPITAL SERV	Library books	BSS	01	DONATIONS	500.00
PO23-01095	AMAZON CAPITAL SERV	Child Sized CPR Dummies for ADs	HR	01	Measure T	1,034.60
PO23-01096	ANIXTER INC	GE DOOR HARDWARE	M&O	21	Bond A Elem	33,376.71
PO23-01097	IXL LEARNING	RENEWAL QUOTE: 1442567-2022-0001	SPED	01	SE:STATE LOCAL	5,695.00
PO23-01098	CURRICULUM ASSOCIAT	Curriculum Associates	GAEL	01	BAS GNT LOW-INC	1,946.50
PO23-01099	CCSLI INC	ASL Interpreter for parent meeting	WLEL	01	LCFF SUPP FUNDI	250.00
PO23-01100	AMAZON CAPITAL SERV	Safety Materials Supplies	GAEL	01	OTHER RESTRICT	250.00
PO23-01101	AMAZON CAPITAL SERV	Supplemental books	BSS	01	LOTTERY:INSTRU	500.00
PO23-01102	HOME DEPOT INC	OPEN PO FOR CUSTODIAN SUPPLIES	SCHS	01	NO REPORTING RI	500.00
PO23-01103	SCHOOL SERVICES OF	SSCAL Webinar for HR and Finance Staff	HR	01	NO REPORTING RI	195.00
PO23-01104	GRAY'S MUSICAL INST	Instrument Supplies for Elem Music	CURR	01	Measure U	95.05
PO23-01105	AMAZON CAPITAL SERV	Supplies from Amazon for Ms. Ash	SQHS	01	NO REPORTING RI	585.91
PO23-01106	CDW GOVERNMENT INC.	Computers and Monitors	HHS	01	NO REPORTING RI	1,675.58
PO23-01107	MARKERBOARD PEOPLE,	Supplies for Murphy From Markerboard	SQHS	01	NO REPORTING RI	160.00
PO23-01108	AMAZON CAPITAL SERV	Classroom Supplies - Closet	HHS	01	NO REPORTING RI	391.31
PO23-01109	AMAZON CAPITAL SERV	OPEN PO for Said Library reading materials	MHMS	01	LOTTERY:INSTRU	1,000.00
PO23-01110	JW PEPPER & SON INC	Supplies for Jim Stewart from JW Pepper	SQHS	01	LOTTERY:INSTRU	750.00
PO23-01111	FOLLETT SCHOOL SOLU	OPEN PO for Said Library reading materials	MHMS	01	LOTTERY:INSTRU	1,000.00
PO23-01112	JUNIOR LIBRARY GUIL	OPEN PO for Said Library reading materials	MHMS	01	LOTTERY:INSTRU	1,000.00
PO23-01113	AMAZON CAPITAL SERV	Supplies from Amazon for Marco Lucadano	SQHS	01	Measure T	78.09
PO23-01114	NASCO	Ark math student supplies	BSS	01	LOTTERY:INSTRU	122.57
PO23-01115	AMAZON CAPITAL SERV	Amazon order for Amine Admin	SQHS	01	ESEA:STDNT SUPP	62.96
PO23-01116	STATE STEEL	Steel order for Hilderbrand class\	SQHS	01	C. PERKINS CTE:	2,944.07
PO23-01117	AMAZON CAPITAL SERV	Supplemental IB Library Books	HHS	01	BAS GNT LOW-INC	150.02
PO23-01118	SCHOOL SERVICES OF	GOVERNORS BUDGET WORKSHOP	BUSN	01	OTHER RESTRICT	295.00
PO23-01120	MARY E GAUKEL FORST	CSA EDUC LEADERSHIP FOR DEREK KENDALL	HR	01	ESEA:TEACHER Q	3,000.00

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PO23-01121	SAFEWAY A/C 58624	open PO Safeway ELAC -SPSA-LCFF, Goal 1, Strat 13	MHMS	01	DONATIONS	500.00
PO23-01125	STEPS TO SUCCESS	21-22 /NPA-Steps to Success: IEP MANDATED SERVICES	SPED	01	SE:STATE LOCAL	3,437.50
PO23-01127	APPLE COMPUTER INC	SPECIAL ED. APPLE Mac	SPED	01	SE:STATE LOCAL	1,458.51
PO23-01129	CHARTWELL SCHOOL	22/23-CHARTWELL NPS: FOR IEP MANDATED SRVS	SPED	01	SE:STATE LOCAL	47,076.00
					Total	1,369,576.03

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Warrant Register

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the warrants on the Board Payment Report. The report covers vendor warrants issued from September 19 through October 10, 2022.

AGENDA ITEM: 8.1.2.2

Checks Dated 09/19/2022 through 10/10/2022					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
1009922	09/19/2022	Calden, Shannon W	01-4300		281.75
1009923	09/19/2022	Hodges, Julia R	01-5200		290.57
1009924	09/19/2022	Jolly, Kristyne R	01-5200		17.62
1009925	09/19/2022	Lacey, Jerene S	01-5200		585.95
1009926	09/19/2022	Hedrick-Farr, Amy R	13-4300	4,260.90	
			13-4700	404.99	
			13-5200	9.00	4,674.89
1009927	09/19/2022	Davidovich, Jessica R	01-5200		162.74
1009928	09/19/2022	Schoelen, Ellie C	01-5200		440.98
1009929	09/19/2022	Shimasaki, Lindsay	01-4300		127.19
1009930	09/19/2022	Bettar, Brian K	01-4300		185.15
1009931	09/19/2022	Rodriguez, Leslie M	01-5200		322.98
1009932	09/19/2022	Van, Tyson	01-5200		398.52
1009933	09/19/2022	Burke, Kathleen A	01-5200		86.70
1009934	09/19/2022	Chew, Jason D	01-5200		385.31
1009935	09/19/2022	Daniels, Cerise E	01-4300		202.94
1009936	09/19/2022	A SIGN ASAP	01-5800		2,272.93
1009937	09/19/2022	ACCO ENGINEERED SYSTEMS	01-4300	2,885.00	
			01-6500	7,304.61	10,189.61
1009938	09/19/2022	ACE PORTABLE SERVICES	21-6201	805.30	
			40-5600	433.62	1,238.92
1009939	09/19/2022	ACES 2020 LLC	01-5800		6,270.76
1009940	09/19/2022	ACSIG/VSP VISION CARE ATTN: K DENNIS, EXEC DIR	01-9514		6,792.80
1009941	09/19/2022	AMANDA PACKER	01-5800		4,785.00
1009942	09/19/2022	AMAZON CAPITAL SERVICES	01-4200	94.58	
			01-4300	6,350.42	
			01-4400	1,528.41	
			01-6500	956.76	
			Unpaid Tax	3.19-	8,926.98
1009943	09/19/2022	AMERIGAS PROPANE LP	13-4300		374.17
1009944	09/19/2022	APPI	01-4300		1,572.94
1009945	09/19/2022	APPLE COMPUTER INC	01-4400		439.66
1009946	09/19/2022	AUSTIN VERA	73-5800		1,013.68
1009947	09/19/2022	B & B SMALL ENGINE REPAIR	01-4300		595.10
1009948	09/19/2022	C & N TRACTORS	01-5600		268.88
1009949	09/19/2022	CARBONIC SERVICE INC	01-4300		476.45
1009950	09/19/2022	CATAPULTK12	01-5800		1,539.00
1009951	09/19/2022	CDW GOVERNMENT INC.	01-4300		882.63
1009952	09/19/2022	CENTRAL HOME SUPPLY	01-4300	535.09	
			Unpaid Tax	1.23	536.32
1009953	09/19/2022	CIF-CALIF INTERSCHOLASTIC	01-5800		959.20
1009954	09/19/2022	CINTAS CORPORATIONS	01-4300	131.66	
			01-5800	151.05	282.71
1009955	09/19/2022	CLEVER INC	01-5800		6,309.00
1009956	09/19/2022	COAST PAPER & SUPPLY	01-4300		2,270.36
1009957	09/19/2022	COLBI TECHNOLOGIES INC	21-6250		1,725.00

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Checks Dated 09/19/2022 through 10/10/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
1009958	09/19/2022	COMMUNICATION SERVICE CO	01-5800		465.00
1009959	09/19/2022	COMMUNITY PRINTERS INC	01-5800		87.40
1009960	09/19/2022	CONTRIBUTE BDA PROGRESS ADVISE R	01-5800		5,280.00
1009961	09/19/2022	CPM EDUCATIONAL PROGRAM	01-4100		375.00
1009962	09/19/2022	CRYSTAL SPRINGS WATER	01-4300		86.25
1009963	09/19/2022	DANIELSEN CO.	13-4300	73.59	
			13-4700	17,643.70	17,717.29
1009964	09/19/2022	DILBECK & SONS INC	01-5800	4,310.00	
			21-6202	51,690.00	56,000.00
1009965	09/19/2022	DOMINOS/3 AMIGOS PIZZA INC	13-4700		1,557.00
1009966	09/19/2022	EAN SERVICES LLC	01-5600		1,248.55
1009967	09/19/2022	EASTER SEALS CENTRAL CALIF	01-5800		14,044.75
1009968	09/19/2022	EKON-O-PAC, LLC	13-4300		802.00
1009969	09/19/2022	EWING IRRIGATION PRODUCTS	01-4300		339.93
1009970	09/19/2022	FIBER OPTIC TELECOM INTL	21-6411		17,538.00
1009971	09/19/2022	FIRST ALARM	01-5800		813.12
1009972	09/19/2022	FLYERS ENERGY LLC	01-4300		4,231.77
1009973	09/19/2022	GOLD STAR FOODS	13-4700		8,738.52
1009974	09/19/2022	HARTFORD LIFE	01-9514		2,885.97
1009975	09/19/2022	HOME DEPOT INC	01-4300		762.03
1009976	09/19/2022	INDEPENDENT ELECTRICAL SUPPLY	01-4300		411.91
1009977	09/19/2022	JASMINE MUNOZ-MATIAS	01-5800		250.00
1009978	09/19/2022	KELLY MOORE PAINT CO	01-4300		93.17
1009979	09/19/2022	KLEINFELDER INC	21-6280	5,394.10	
			40-6280	265.75	5,659.85
1009980	09/19/2022	L.A. ORNAMENTAL & RACK CORP	01-4300		66.58
1009981	09/19/2022	LEARNING FOWARD	01-4200		53.00
1009982	09/19/2022	M3 ENVIRONMENTAL CONSULTING	21-6280		1,050.00
1009983	09/19/2022	MONDAY.COM LTD	01-5800		7,670.40
1009984	09/19/2022	MOORE TWINING ASSOCIATES INC	21-6280		2,035.00
1009985	09/19/2022	NASDAQ CORPORATE SOLUTIONS LLC	01-5800		3,593.91
1009986	09/19/2022	OFFICE DEPOT	01-4300		55.10
1009987	09/19/2022	OLIVER PACKAGING & EQUIPMENT	13-4300		2,153.22
1009988	09/19/2022	P & R PAPER SUPPLY COMPANY INC	13-4300		4,914.49
1009989	09/19/2022	P&A ADMINISTRATIVE SERVICES	01-9514		182.50
1009990	09/19/2022	PEARTREE + BELLI ARCHITECTS INC	21-6210	7,808.06	
			21-6251	10.05	
			40-6210	2,288.09	10,106.20
1009991	09/19/2022	PENINSULA SPORTS INC	01-5800		1,925.00
1009992	09/19/2022	PRODUCERS DAIRY FOODS INC	13-4700		8,393.03
1009993	09/19/2022	QUADIENT FINANCE USA INC	01-5900		118.91
1009994	09/19/2022	RETHINKING SCHOOLS LIMITED	01-4200		531.41

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Checks Dated 09/19/2022 through 10/10/2022					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
1009995	09/19/2022	REVOLT RECYCLING, LLC	01-5800		1,762.85
1009996	09/19/2022	RIVERSIDE LIGHTING	01-4300		157.80
1009997	09/19/2022	ROGER'S REFRIGERATION INC	13-5600		1,573.03
1009998	09/19/2022	SAFEWAY STORES INC ACCT 58624	01-4300		162.53
1009999	09/19/2022	SAN LORENZO LUMBER AND HOME CENTER	01-4300		581.26
1010000	09/19/2022	SANTA CRUZ AUTO PARTS INC	01-4300		10.47
1010001	09/19/2022	SANTA CRUZ CITY SCHOOLS REVOLVING	01-4400		4,369.91
1010002	09/19/2022	SANTA CRUZ ELECTRONICS	01-4300		12.97
1010003	09/19/2022	SANTA CRUZ RECORDS MANAGEMENT	01-5800		313.60
1010004	09/19/2022	SANTA CRUZ SENTINEL	25-5800		138.60
1010005	09/19/2022	SC COUNTY SHERIFF - FISCAL	01-5800		8,414.21
1010006	09/19/2022	SC SYSTEMS	01-5600	210.00	
			21-6202	6,140.00	6,350.00
1010007	09/19/2022	STAPLES ADVANTAGE	01-4300		46.78
1010008	09/19/2022	SUPER STEAM	13-5800		800.00
1010009	09/19/2022	SURTEC INC	01-5600		65.85
1010010	09/19/2022	SYSO FOOD SERVICES OF SF	13-4300	1,095.43	
			13-4700	13,661.79	14,757.22
1010011	09/19/2022	THE HARTFORD LTD ATTN: GROUP BENEFITS	01-9514		3,550.18
1010012	09/19/2022	THE MUSIC CENTER	01-4400	752.08	
			Unpaid Tax	2.10	754.18
1010013	09/19/2022	THE PRINT GALLERY	01-5800		1,035.50
1010014	09/19/2022	UNITED PARCEL SERVICE INC	01-5800		66.48
1010015	09/19/2022	UNITED RENTALS	01-5600		1,336.50
1010016	09/19/2022	VERIZON CONNECT FLEET USA LLC	01-5800		388.74
1010017	09/19/2022	WATSONVILLE COAST PRODUCE	13-4700		4,340.16
1010551	09/26/2022	ACCO ENGINEERED SYSTEMS	01-5600	31,092.11	
			01-5800	847.96	31,940.07
1010552	09/26/2022	ACE PORTABLE SERVICES	01-5600		1,794.62
1010553	09/26/2022	AMAZON CAPITAL SERVICES	01-4300		149.40
1010554	09/26/2022	C & N TRACTORS	01-5600		69.00
1010555	09/26/2022	CINTAS CORPORATIONS	01-4300		131.66
1010556	09/26/2022	COAST PAPER & SUPPLY	01-4300		66.64
1010557	09/26/2022	DREW C HOSMER DBA STOKES SIGNS	01-5800		81.94
1010558	09/26/2022	FERGUSON ENTERPRISES	01-4300		888.91
1010559	09/26/2022	INDEPENDENT ELECTRICAL SUPPLY	01-4300		429.12
1010560	09/26/2022	KELLY MOORE PAINT CO	01-4300		66.95
1010561	09/26/2022	KNORR SYSTEMS	01-4300		128.64
1010562	09/26/2022	LINCOLN AQUATICS	01-4300		8,410.64
1010563	09/26/2022	RIVERSIDE LIGHTING	01-4300		22.81

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
1010564	09/26/2022	SAN LORENZO LUMBER AND HOME CENTER	01-4300		243.76
1010565	09/26/2022	SANTA CRUZ FIRE EQUIPMENT	01-5800		6,361.05
1010566	09/26/2022	STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIONS	01-5800		250.00
1010567	09/26/2022	SUPERIOR ALARM CO	01-5600		1,823.70
1010568	09/26/2022	UNITED RENTALS	01-5600		644.81
1010569	09/26/2022	Saady, Stacey A	01-4200	48.13	
			01-4300	31.48	79.61
1010570	09/26/2022	Manners, Wednesday R	01-5200		73.13
1010571	09/26/2022	Pizzica, Jessica K	01-4300		126.75
1010572	09/26/2022	Lenz, Kimberley A	01-4300		43.55
1010573	09/26/2022	Weckler, Rosario	01-4300		69.71
1010574	09/26/2022	Kendall, Derek G	01-4395		218.20
1010575	09/26/2022	Poirier, Michelle E	01-4395		72.84
1010576	09/26/2022	Toschi, Dina R	01-5200		282.47
1010577	09/26/2022	Marshak, Spencer A	01-4300		165.77
1010578	09/26/2022	Ohlson, Lily L	01-4300		155.51
1010579	09/26/2022	Pfeiffer, Nehal T	01-4300		120.20
1010580	09/26/2022	Soofoo, Alison	01-4300		265.03
1010581	09/26/2022	Torrez, Jorge A	01-4300		60.21
1010582	09/26/2022	De Smidt, Lauren M	01-4300		199.00
1010583	09/26/2022	Diebert, Alyson C	01-4300		134.05
1010584	09/26/2022	BUSINESS CARD	01-4395	23.99	
			01-5200	470.00	
			01-5800	556.26	1,050.25
1010585	09/26/2022	ABRITE, A SPEECH PATHOLOGY CORPORATION	01-5800		40,772.29
1010586	09/26/2022	ADA BADMINTON & TENNIS	01-4300		1,027.00
1010587	09/26/2022	AMAZON CAPITAL SERVICES	01-4200	51.68	
			01-4300	8,312.12	
			Unpaid Tax	6.24-	8,357.56
1010588	09/26/2022	AMERICAN RED CROSS TRAINING SERVICES	01-5800		420.00
1010589	09/26/2022	AMERIGAS PROPANE LP	13-4300		149.05
1010590	09/26/2022	APPLE COMPUTER INC	01-4400		14.85
1010591	09/26/2022	BALANCE4KIDS	01-5800		46,604.90
1010592	09/26/2022	BOOKSHOP SANTA CRUZ INC	01-4200		355.15
1010593	09/26/2022	BOXWOOD TECHNOLOGY INC BDA ACS A	01-5200		1,198.00
1010594	09/26/2022	CALIFORNIA DEPT OF JUSTICE ACCOUNTING OFFICE	01-5800		3,914.00
1010595	09/26/2022	CAMPUS KIDS CONNECTION INC	01-5800		11,924.40
1010596	09/26/2022	CANON FINANCIAL SERVICES INC	01-5620		464.00
1010597	09/26/2022	CDW GOVERNMENT INC.	01-4300		264,850.81
1010598	09/26/2022	CINTAS CORPORATIONS	01-5800		343.77
1010599	09/26/2022	COAST PAPER & SUPPLY	01-4300		3,554.67

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Checks Dated 09/19/2022 through 10/10/2022					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
1010600	09/26/2022	COMMUNITY PRINTERS INC	01-4300		326.38
1010601	09/26/2022	CRUZIO	01-5800		49.95
1010602	09/26/2022	DICK BLICK CO.	01-4300		208.32
1010603	09/26/2022	DON JOHNSTON INC	01-5800		64.80
1010604	09/26/2022	EASTER SEALS CENTRAL CALIF	01-5800		1,631.00
1010605	09/26/2022	FLYERS ENERGY LLC	01-4300		3,447.02
1010606	09/26/2022	INTRADO INTERACTIVE SERVICES	01-5800		2,030.00
1010607	09/26/2022	LANGUAGELINE SOLUTIONS	01-5800		2,289.56
1010608	09/26/2022	LINCOLN ELECT CUTTING SYS INC	01-5200		750.00
1010609	09/26/2022	Nearpod Inc.	01-5800		5,310.00
1010610	09/26/2022	NEW YORK TIMES	01-5800		2,288.00
1010611	09/26/2022	NORTH BAY FORD	01-5600		177.30
1010612	09/26/2022	PALACE BUSINESS SOLUTIONS	01-4300	873.44	
			13-4300	201.99	1,075.43
1010613	09/26/2022	PHOENIX CERAMICS SUPPLY	01-4300		1,556.50
1010614	09/26/2022	PITNEY BOWES BANK INC	01-4300	399.41	
		PURCHASE POWER	01-5620	1,101.55	
			01-5900	7,000.00	8,500.96
1010615	09/26/2022	POWERSCHOOL GROUP LLC	01-5800		25,168.56
1010616	09/26/2022	ROGER'S REFRIGERATION INC	13-5600		192.00
1010617	09/26/2022	ROYAL COACH TOURS	01-5800		1,293.00
1010618	09/26/2022	SAN LORENZO LUMBER AND HOME CENTER	01-4300		584.69
1010619	09/26/2022	SANTA CRUZ FIRE EQUIPMENT	13-5800		125.00
1010620	09/26/2022	SCHOLASTIC INC.	01-4300		93.39
1010621	09/26/2022	SCHOOL SERVICES OF CALIF	01-5200		250.00
1010622	09/26/2022	SCI CONSULTING GROUP	01-5800		12,559.71
1010623	09/26/2022	SENR WOOLY	01-5800		427.50
1010624	09/26/2022	SILICON VALLEY EDUCATION FOUNDATION	01-5800		18,000.00
1010625	09/26/2022	SOQUEL CREEK WATER DISTRICT	01-5514		11,198.29
1010626	09/26/2022	SPEECHRIGHTER INC	01-5800		2,990.00
1010627	09/26/2022	SPROUTS SC	01-5800		6,654.80
1010628	09/26/2022	SPURR	01-5511	38,836.15	
			11-5511	20.66	38,856.81
1010629	09/26/2022	STAPLES ADVANTAGE	13-4300		19.73
1010630	09/26/2022	TEXTBOOK WAREHOUSE	01-4100	2,852.74	
			01-4200	4,795.75	7,648.49
1010631	09/26/2022	VORT CORPORATION	01-4300		55.58
1010632	09/26/2022	19SIX ARCHITECTS	21-6210		36,487.00
1010633	09/26/2022	ALBION ENVIRONMENTAL INC	21-6280		2,732.69
1010634	09/26/2022	AMERICAN MODULAR SYSTEMS INC	21-6201	78,986.28	
			40-6201	42,531.07	121,517.35
1010635	09/26/2022	ATLANTIS PAVING & GRADING	40-6202		149,130.67
1010636	09/26/2022	BARTOS ARCHITECTURE INC	21-6210	53,475.95	
			25-5800	4,800.00	58,275.95

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
1010637	09/26/2022	CRW INDUSTRIES INC	21-6202		288,768.15
1010638	09/26/2022	FIBER OPTIC TELECOM INTL	21-6411		17,538.00
1010639	09/26/2022	HOME DEPOT INC	21-4300	12.24	
			21-4400	990.48	
			40-4300	6.60	
			40-4400	533.34	1,542.66
1010640	09/26/2022	LEWIS & TIBBITS INC	21-6202		70,921.30
1010641	09/26/2022	MOBILE MODULAR MGMT CORP	21-6202	448.31	
			40-6202	241.40	689.71
1010642	09/26/2022	PEARTREE + BELLI ARCHITECTS INC	21-6210	3,549.49	
			21-6251	12.17	
			40-6210	403.58	
			40-6251	6.55	3,971.79
1010643	09/26/2022	ROSS RECREATION EQUIPMENT	21-6202		1,540.00
1010644	09/26/2022	CENTRAL VALLEY COMMUNITY BANK	01-4300	54.40	
			01-4395	566.23	
			01-5200	2,809.97	
			01-5800	296.13	
			01-8699	83.13	3,809.86
1010645	09/26/2022	CARD SERVICE CENTER	01-4395	221.50	
			01-5200	45.00	
			01-5800	195.00	
			21-4300	273.11	734.61
1010646	09/26/2022	DELTA CHARTER - CABRILLO	01-8011	43,604.00	
			01-8019	4,676.00-	
			01-8096	120,255.00	159,183.00
1011280	10/03/2022	19SIX ARCHITECTS	21-6210		2,428.00
1011281	10/03/2022	ACE PORTABLE SERVICES	21-6201	747.01	
			40-5600	402.24	1,149.25
1011282	10/03/2022	AT&T	01-5900		1,072.60
1011283	10/03/2022	AT&T	01-5900		2,465.16
1011284	10/03/2022	AT&T	01-5900		11,020.81
1011285	10/03/2022	GS DIRECT LLC	01-5513		14,510.24
1011286	10/03/2022	PG&E	01-5513	230,475.89	
			11-5513	3,993.50	234,469.39
1011287	10/03/2022	SANTA CRUZ MUNICIPAL UTILITIES	01-5514	47,184.63	
			01-5515	4,779.49	
			01-5523	13,219.34	
			11-5514	336.20	
			11-5515	43.57	
			11-5523	50.90	65,614.13
1011288	10/03/2022	SANTA CRUZ, CITY OF	01-5515		623.00
1011289	10/03/2022	SOLARCITY LMC SERIES 1 LLC	01-5513		3,957.90
1011290	10/03/2022	T-MOBILE USA INC	01-5900		18,106.48
1011291	10/03/2022	A SIGN ASAP	01-5800		1,223.72

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Checks Dated 09/19/2022 through 10/10/2022

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1011292	10/03/2022	ACCO ENGINEERED SYSTEMS	01-5600		892.50
1011293	10/03/2022	ACE PORTABLE SERVICES	01-5600		190.59
1011294	10/03/2022	AIRGAS NATIONAL CARBONATION	01-4300		419.24
1011295	10/03/2022	AMAZON CAPITAL SERVICES	01-4300		815.12
1011296	10/03/2022	APPI	01-4300		1,339.19
1011297	10/03/2022	CARBONIC SERVICE INC	01-4300		248.95
1011298	10/03/2022	CENTRAL COAST SYSTEMS INC	01-5800		1,881.37
1011299	10/03/2022	CENTRAL HOME SUPPLY	01-4300		552.23
1011300	10/03/2022	CINTAS CORPORATIONS	01-4300		131.66
1011301	10/03/2022	COAST LOCK & SAFE	01-4300		1,028.40
1011302	10/03/2022	COAST PAPER & SUPPLY	01-4300		57.08
1011303	10/03/2022	DIRECT LINE TELE RESPONSE	01-5800		117.00
1011304	10/03/2022	ELITE INTERACTIVE SOLUTIONS LLC	01-5800		5,796.40
1011305	10/03/2022	EWING IRRIGATION PRODUCTS	01-4300		339.38
1011306	10/03/2022	FERGUSON ENTERPRISES	01-4300		583.21
1011307	10/03/2022	FIRST ALARM	01-5800		336.01
1011308	10/03/2022	FLYERS ENERGY LLC	01-4300		2,713.24
1011309	10/03/2022	GEO H WILSON	01-6500		5,264.15
1011310	10/03/2022	HINES PEST & WEED CONTROL DBA R AURIA INC	01-5800		260.00
1011311	10/03/2022	HOME DEPOT INC	01-4300		3,027.94
1011312	10/03/2022	HOSE SHOP	01-4300		101.83
1011313	10/03/2022	INDEPENDENT ELECTRICAL SUPPLY	01-4300		35.05
1011314	10/03/2022	INDEPENDENT RENTAL CO	01-5600		2,448.22
1011315	10/03/2022	KELLY MOORE PAINT CO	01-4300		88.59
1011316	10/03/2022	KOALA TREE CARE	01-5800		13,000.00
1011317	10/03/2022	LINCOLN AQUATICS	01-4300		1,879.61
1011318	10/03/2022	NORTH GLASS	01-5600		3,902.27
1011319	10/03/2022	PACIFIC COAST TRANE - A/R	01-5600		12,520.00
1011320	10/03/2022	RJMS CORPORATION DBA TOYOTA MATERIAL	01-5600		495.00
1011321	10/03/2022	SAN LORENZO LUMBER AND HOME CENTER	01-4300		532.86
1011322	10/03/2022	SANTA CRUZ AUTO PARTS INC	01-4300		335.21
1011323	10/03/2022	SANTA CRUZ RECORDS MANAGEMENT	01-5800		140.00
1011324	10/03/2022	SUPERIOR ALARM CO	01-5800		1,968.00
1011325	10/03/2022	SURTEC INC	01-5600		73.79
1011326	10/03/2022	ULINE	01-4300		240.03
1011327	10/03/2022	UNITED RENTALS	01-5600		489.66
1011328	10/03/2022	WESTSIDE HARDWARE	01-4300		9.16
1011329	10/03/2022	Sandidge, Kathleen M	01-5200		407.25
1011330	10/03/2022	Spiers, Amy E	01-4395		38.07
1011331	10/03/2022	Chanin-Meiers, Joseph M	01-5200		350.13
1011332	10/03/2022	Churilla, John	01-5200		184.33

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Checks Dated 09/19/2022 through 10/10/2022					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
1011333	10/03/2022	Cuddihy, Georgia R	01-5200		300.62
1011334	10/03/2022	Perez, Desiree M	01-5200		278.30
1011335	10/03/2022	Runeare, Tracey A	01-4395		312.00
1011336	10/03/2022	Carranza, Helena	01-5200		6.19
1011337	10/03/2022	Bettar, Brian K	01-4300		82.44
1011338	10/03/2022	Davis, Steve P	01-5300		60.00
1011339	10/03/2022	Cernansky, Nearthey M	01-5200		145.28
1011340	10/03/2022	Fairbairn, Christina L	01-5200		190.63
1011341	10/03/2022	Gilbert, Lars J	01-5200		390.94
1011342	10/03/2022	Lipson, Sarah I	01-5200		130.00
1011343	10/03/2022	Norris, Sara T	01-5200		123.59
1011344	10/03/2022	Garcia, Gloriana	01-4300		225.22
1011345	10/03/2022	McGuire, Anna L	01-5200		354.34
1011346	10/03/2022	Frates III, Emil F	01-4300		175.58
1011347	10/03/2022	AZZIE'S STORAGE	21-6202		323.50
1011348	10/03/2022	BARTOS ARCHITECTURE INC	21-6210		2,898.75
1011349	10/03/2022	COLBI TECHNOLOGIES INC	21-6250		2,500.00
1011350	10/03/2022	JB ELECTRIC & CONSTRUCTION INC	21-6202		16,256.88
1011351	10/03/2022	SANTA CLARA VALLEY CONSTRUCTION INSPECTIONS	21-6290		18,400.00
1011352	10/03/2022	A-Z BUS SALES INC	01-4300		266.87
1011353	10/03/2022	ACCO BRANDS USA LLC	01-4400		1,922.32
1011354	10/03/2022	AMAZON CAPITAL SERVICES	01-4200	2,879.18	
			01-4300	3,154.86	
			Unpaid Tax	.86-	6,033.18
1011355	10/03/2022	AMERIGAS PROPANE LP	13-4300		157.63
1011356	10/03/2022	CINTAS CORPORATIONS	01-5800		159.87
1011357	10/03/2022	CLARION HOTEL CONCORD	01-5200		1,170.24
1011358	10/03/2022	COAST PAPER & SUPPLY	01-4300		2,661.71
1011359	10/03/2022	COMMITTEE FOR CHILDREN	01-5800		2,005.83
1011360	10/03/2022	GRAY'S MUSICAL INSTRUMENTS	01-4300		184.25
1011361	10/03/2022	HYATT REGENCY / PALM SPRINGS	01-5200		944.99
1011362	10/03/2022	INFINITE CAMPUS INC	01-5800		1,362.50
1011363	10/03/2022	JULIUS MILLS-DENTI	01-5800		1,325.00
1011364	10/03/2022	JW PEPPER & SON INC	01-4200		655.15
1011365	10/03/2022	LEARNING A-Z	01-5800		2,189.56
1011366	10/03/2022	NASCO	01-4300		32.33
1011367	10/03/2022	OFFICE DEPOT	01-4300		322.31
1011368	10/03/2022	PALACE BUSINESS SOLUTIONS	01-4300		723.21
1011369	10/03/2022	PEDX COURIER & CARGO	01-5800		180.00
1011370	10/03/2022	PRODUCERS DAIRY FOODS INC	13-4700		5,987.01
1011371	10/03/2022	PROJECT BIKE TECH	01-5800		3,400.00
1011372	10/03/2022	RIO GRANDE ALBUQUERQUE INC.	01-4300		2,407.55
1011373	10/03/2022	ROGER'S REFRIGERATION INC	13-5600		144.00
1011374	10/03/2022	SAFEWAY STORES INC ACCT 58624	01-4300	310.09	
			01-4395	81.31	391.40

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Checks Dated 09/19/2022 through 10/10/2022					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
1011375	10/03/2022	SAN LORENZO LUMBER AND HOME CENTER	01-4300		536.12
1011376	10/03/2022	SANTA CRUZ MUNICIPAL UTILITIES	01-5514	38.90	
			01-5515	78.54	117.44
1011377	10/03/2022	SANTA CRUZ MUSEUM OF NATURAL HISTORY	01-5800		40.00
1011378	10/03/2022	SILKE COMMUNICATIONS INC	01-4300	2,221.39	
			Unpaid Tax	4.72-	2,216.67
1011379	10/03/2022	SNA DEPOSITORY	13-5300		146.00
1011380	10/03/2022	SNAGAJOB.COM INC	01-5800		903.08
1011381	10/03/2022	SOQUEL CREEK WATER DISTRICT	01-5514		368.01
1011382	10/03/2022	STAPLES ADVANTAGE	01-4300		661.57
1011383	10/03/2022	Sydell Palm Springs LLC	01-5200		646.49
1011384	10/03/2022	TEACHER SYNERGY LLC	01-4300		312.99
1011385	10/03/2022	TEXTBOOK WAREHOUSE	01-4100		3,065.08
1011386	10/03/2022	THE FRUITGUYS LLC	13-4700		209.00
1011387	10/03/2022	THE LIBRARY STORE INC	01-4300		838.11
1011388	10/03/2022	UNITED PARCEL SERVICE INC	01-5800		33.50
1011389	10/03/2022	Brown, Danielle M	01-5200		254.34
1011390	10/03/2022	ALL BAY MECHANICAL INC	01-5600		21,315.00
1011391	10/03/2022	BUREAU OF EDUCATION & RESEARCH	01-5200		3,108.00
1011392	10/03/2022	CONVERGEONE PAYMENT SERVICES	01-5600		169,828.61
1011393	10/03/2022	HARTFORD LIFE	01-9514		3,077.76
1011394	10/03/2022	MAGNOLIA SUN LLC	01-5513		7,542.23
1011395	10/03/2022	THE HARTFORD LTD ATTN: GROUP BENEFITS	01-9514		3,635.80
1011987	10/10/2022	AIRGAS INC	01-4300		1,687.68
1011988	10/10/2022	COAST LOCK & SAFE	01-4300		93.41
1011989	10/10/2022	STATE BOARD OF EQUALIZATION	01-9580		47.00
1011990	10/10/2022	ACCO ENGINEERED SYSTEMS	01-5600		3,764.18
1011991	10/10/2022	APPI	01-4300		917.55
1011992	10/10/2022	B & B SMALL ENGINE REPAIR	01-4300		76.15
1011993	10/10/2022	CARBONIC SERVICE INC	01-4300		395.80
1011994	10/10/2022	CINTAS CORPORATIONS	01-4300		263.32
1011995	10/10/2022	COAST LOCK & SAFE	01-4300		457.21
1011996	10/10/2022	COMCAST	01-5900		291.53
1011997	10/10/2022	EWING IRRIGATION PRODUCTS	01-4300		380.33
1011998	10/10/2022	GEO H WILSON	01-5600		8,237.75
1011999	10/10/2022	HOME DEPOT INC	01-4300		2,743.78
1012000	10/10/2022	INDEPENDENT ELECTRICAL SUPPLY	01-4300		168.23
1012001	10/10/2022	INDEPENDENT RENTAL CO	01-5600		1,242.16
1012002	10/10/2022	KNORR SYSTEMS	01-4300		781.09
1012003	10/10/2022	KONE INC	01-5600		363.05
1012004	10/10/2022	LINCOLN AQUATICS	01-4300		4,002.37

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Checks Dated 09/19/2022 through 10/10/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
1012005	10/10/2022	ROSS RECREATION EQUIPMENT	01-5600		184.57
1012006	10/10/2022	SAN LORENZO LUMBER AND HOME CENTER	01-4300		190.26
1012007	10/10/2022	SANTA CRUZ AUTO PARTS INC	01-4300		93.20
1012008	10/10/2022	SANTA CRUZ RECORDS MANAGEMENT	01-5800		232.00
1012009	10/10/2022	SHIFFLER EQUIPMENT SALES INC	01-4300		101.71
1012010	10/10/2022	SURTEC INC	01-5600		67.92
1012011	10/10/2022	ULINE	01-4300		858.54
1012012	10/10/2022	UNITED VOLLEYBALL SUPPLY LLC	01-4400		3,357.30
1012013	10/10/2022	Curley IV, Clyde J	01-4300		91.92
1012014	10/10/2022	Reber, Michelle M	01-4300		318.08
1012015	10/10/2022	Dominguez, Desiree A	01-5200		1,332.79
1012016	10/10/2022	Houser, Kenee M	01-5800		25.00
1012017	10/10/2022	Lerman, Bernette M	01-5200		39.38
1012018	10/10/2022	Munro, Kristin E	01-5200		72.81
1012019	10/10/2022	Parks, Molly C	01-5200		487.18
1012020	10/10/2022	Tellez, Susan J	01-4300	13.30	
			01-4395	47.35	60.65
1012021	10/10/2022	Hedrick-Farr, Amy R	13-5200		293.10
1012022	10/10/2022	Greene, Shannon T	01-4300		85.70
1012023	10/10/2022	Boscacci, Peter R	01-4300		188.26
1012024	10/10/2022	Denning, Casey L	01-4300		209.64
1012025	10/10/2022	Gentile, Elizabeth	01-5200		397.96
1012026	10/10/2022	Olson, Tyler	01-5200		115.95
1012027	10/10/2022	Poirier, Michelle E	01-4395		88.40
1012028	10/10/2022	Banks, Branna D	01-5200		45.00
1012029	10/10/2022	Bentley, Thomas K	01-4300	351.54	
			01-5800	200.00	551.54
1012030	10/10/2022	Gaona, Mireya	01-5200		45.00
1012031	10/10/2022	Hilderbrand, Laurie A	01-5200		949.79
1012032	10/10/2022	Maitland-Locke, Judy	01-4300		206.73
1012033	10/10/2022	Martinez, Ana	01-5200		147.50
1012034	10/10/2022	Murray, Jessica A	01-4300		56.64
1012035	10/10/2022	Nijor, Amrik K	01-4300		72.71
1012036	10/10/2022	KEENAN	01-9236		1,074.80
1012037	10/10/2022	CDW GOVERNMENT INC.	21-6202		183,243.46
1012038	10/10/2022	COLBI TECHNOLOGIES INC	21-6250		1,495.00
1012039	10/10/2022	DEVELOPMENT GROUP INC	21-6411		256.25
1012040	10/10/2022	DILBECK & SONS INC	21-6202		4,880.26
1012041	10/10/2022	KLEINFELDER INC	21-6280	697.13	
			40-6280	375.37	1,072.50
1012042	10/10/2022	MOORE TWINING ASSOCIATES INC	21-6280		809.00
1012043	10/10/2022	PALACE BUSINESS SOLUTIONS	21-4300		203.21
1012044	10/10/2022	ROSS RECREATION EQUIPMENT	21-6202		80,153.45
1012045	10/10/2022	ACSIG/EDGE DENTAL ATTN: K DENNIS, EXEC DIR	01-8699	3,935.50	

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Checks Dated 09/19/2022 through 10/10/2022					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
1012045	10/10/2022	ACSIG/EDGE DENTAL ATTN: K DENNIS, EXEC DIR	01-9514	49,502.30	53,437.80
1012046	10/10/2022	BALANCE4KIDS	01-5800		1,468.44
1012047	10/10/2022	BAYSIDE OIL II INC	13-4300		134.00
1012048	10/10/2022	BIOMETRICS4ALL INC	01-5800		700.00
1012049	10/10/2022	CALIFORNIA SCHOOL NURSES ORG	01-5300		120.00
1012050	10/10/2022	CDW GOVERNMENT INC.	01-4300	5,139.12	
			01-4400	1,860.07	6,999.19
1012051	10/10/2022	CINTAS CORPORATIONS	01-5800		394.98
1012052	10/10/2022	COAST PAPER & SUPPLY	01-4300		8,197.72
1012053	10/10/2022	COMMUNITY PRINTERS INC	01-5800		384.88
1012054	10/10/2022	COMPLETE MAILING SERVICE INC	01-5900		5,423.85
1012055	10/10/2022	CSU SAN BERNADINO	01-5200		600.00
1012056	10/10/2022	DANIELSEN CO.	13-4300	313.81	
			13-4700	10,626.80	10,940.61
1012057	10/10/2022	DATAFINCH TECHNOLOGIES	01-5800		4,208.71
1012058	10/10/2022	DICK BLICK CO.	01-4300		124.32
1012059	10/10/2022	EAST BAY RESTAURANT SUPPLY INC	13-6500		6,123.83
1012060	10/10/2022	FOLLETT CONTENT SOLUTIONS LLC	01-4200	981.27	
			Unpaid Tax	29.17-	952.10
1012061	10/10/2022	GOLD STAR FOODS	13-4700		15,589.47
1012062	10/10/2022	GRAY'S MUSICAL INSTRUMENTS	01-5600		50.00
1012063	10/10/2022	GRIZZLY INDUSTRIAL INC	01-4300		466.72
1012064	10/10/2022	HARTFORD LIFE	01-9514		1,190.64
1012065	10/10/2022	JW PEPPER & SON INC	01-4200		332.45
1012066	10/10/2022	KEENAN	01-5450		36,137.50
1012067	10/10/2022	LIVE OAK SCHOOL DISTRICT	01-5200		183.33
1012068	10/10/2022	LUNCHASSIST INC	13-5200		1,050.00
1012069	10/10/2022	MAGNOLIA SUN LLC	01-5513		8,001.60
1012070	10/10/2022	MISSION HILL BLDG OWNERS ASSN	01-5800		15,846.20
1012071	10/10/2022	OLIVER PACKAGING & EQUIPMENT	13-4300		229.16
1012072	10/10/2022	P & R PAPER SUPPLY COMPANY INC	13-4300		6,809.41
1012073	10/10/2022	PALACE BUSINESS SOLUTIONS	01-4300		999.48
1012074	10/10/2022	PRODUCERS DAIRY FOODS INC	13-4700		3,518.20
1012075	10/10/2022	RAY MORGAN CO.	01-4300	73.28	
			01-5600	305.92	379.20
1012076	10/10/2022	READ NATURALLY	01-5800		2,300.00
1012077	10/10/2022	RIVERSIDE INSIGHTS	01-4300		1,694.48
1012078	10/10/2022	SANTA CRUZ COE	01-5800		13,000.00
1012079	10/10/2022	SCHOLASTIC INC.	01-4300		890.07
1012080	10/10/2022	Scientific Notebook Co	01-4300		834.71
1012081	10/10/2022	SMARTSIGN Xpressmyself.com LLC	01-5800		544.07
1012082	10/10/2022	SOLSTICE RTC	01-5800		6,806.48

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Checks Dated 09/19/2022 through 10/10/2022					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
1012083	10/10/2022	SOLSTICE RTC	01-5100	24,510.64	
			01-5800	43,193.52	67,704.16
1012084	10/10/2022	SPORTS IMPORTS INC L-2369	01-4400		4,746.48
1012085	10/10/2022	SPROUTS SC	01-5800		9,825.00
1012086	10/10/2022	SYSKO FOOD SERVICES OF SF	13-4300	1,136.61	
			13-4700	11,874.68	13,011.29
1012087	10/10/2022	THE HARTFORD LTD ATTN: GROUP BENEFITS	01-9514		1,435.50
1012088	10/10/2022	UC REGENTS OF CALIF DBA SEYMOUR MARINE DISC. CTR.	01-5800		175.00
1012089	10/10/2022	WATSONVILLE COAST PRODUCE	13-4700		2,924.48
1012090	10/10/2022	UC REGENTS - BERKELEY	01-5200		440.00
Total Number of Checks			412		3,160,250.06

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL/COUNTY SCHOOL	343	1,849,302.96
11	ADULT EDUCATION	3	4,444.83
13	CAFETERIA SPECIAL REVENUE	34	138,749.98
21	BUILDING	36	965,222.58
25	CAPITAL FACILITIES	2	4,938.60
40	SPL RESV CAPITAL OUTLAY PRJ	10	196,618.28
73	FOUNDATION PRIVATE-PURPOSE	1	1,013.68
Total Number of Checks		412	3,160,290.91
Less Unpaid Tax Liability			40.85-
Net (Check Amount)			3,160,250.06

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Budget Transfers Report

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve 22-23 budget transfers dated from September 20 through October 7, 2022. The report follows.

BACKGROUND:

Ed Code 42600 requires that the Board approve budget transfers that are made between major expense object codes, or from reserves.

FISCAL IMPACT:

None.

This work is in direct support of the following District goal and its corresponding metrics:

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Effective 09/20/2022 through 10/07/2022					Fiscal Year 2023
Account	Description	Comment	From	To	
JE # BR23-00392 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment SJ-EMP REIMB.					
(025134) 01-3010-0-1110-1000-4399-530-0000	BAS GNT LOW-INC,HOLDINC		DR 34.00		
(025133) 01-3010-0-1370-1000-5200-530-0000	BAS GNT LOW-INC,TRAVEL		CR	34.00	
			34.00	34.00	
JE # BR23-00393 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment BC - Business Cards					
(006302) 01-6500-0-5001-2110-4300-200-0000	SE:STATE LOCAL,MATERIAL		DR 132.00		
(006306) 01-6500-0-5001-2110-5800-200-0000	SE:STATE LOCAL,PROF/COI		CR	132.00	
			132.00	132.00	
JE # BR23-00394 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment SJ - EMP REIM					
(025134) 01-3010-0-1110-1000-4399-530-0000	BAS GNT LOW-INC,HOLDINC		DR 406.00		
(025133) 01-3010-0-1370-1000-5200-530-0000	BAS GNT LOW-INC,TRAVEL		CR	406.00	
			406.00	406.00	
JE # BR23-00395 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment PS - HEALTHSMART					
(006171) 01-6300-0-1110-1000-5800-533-0000	LOTTERY:INSTRUC,PROF/C		CR	999.00	
(006150) 01-6300-0-1110-1000-4200-533-0000	LOTTERY:INSTRUC,BOOKS		DR 999.00		
			999.00	999.00	
JE # BR23-00396 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment BD-ADDING FOOD BUDGET					
(000164) 01-0000-0-0000-2110-4395-055-0000	NO REPORTING RE,FOOD F		CR	1,000.00	
			.00	1,000.00	
Net increase to Appropriations					
			.00	1,000.00	
JE # BR23-00397 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment SJ-CELTX PRO LICENSES					
(024152) 01-6387-0-6000-1000-4300-530-0000	CAREER TECHNICA,MATER		DR 2,841.00		
(033182) 01-6387-0-6000-1000-5800-533-0000	CAREER TECHNICA,PROF/C		CR	2,841.00	
			2,841.00	2,841.00	
JE # BR23-00398 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment SJ-IREADY CONFERENCE REG FEES					
(024162) 01-4127-0-1110-1000-4399-520-0000	ESEA:STDNT SUPP,HOLDIN		DR 758.00		
(024163) 01-4127-0-1110-1000-5200-520-0000	ESEA:STDNT SUPP,TRAVEL		CR	758.00	

Account	Description	Comment	From	To
JE # BR23-00399				
JE Trans Date 09/20/2022	JE Posted 09/20/2022	Comment DB-EQUIPMENT PURCHASE		
(030896) 13-7028-0-0000-3700-4400-046-0000	Kitchen Upgrade, NON-CAPIT	DR	6,200.00	
(033164) 13-7028-0-0000-3700-6500-046-0000	Kitchen Upgrade, EQUIPMENT	CR		6,200.00
			6,200.00	6,200.00
JE # BR23-00400				
JE Trans Date 09/20/2022	JE Posted 09/20/2022	Comment JL-Correct 21/22 Carryover		
(027813) 01-9010-0-0000-7300-4300-058-0555	OTHER RESTRICTE, MATERI	CR		105,873.00
(024581) 01-7425-0-0000-0000-8590-820-0000	ELO GF, ALL OTHER STATE	CR	332,210.00	
(025532) 01-7425-0-0000-0000-8999-830-0000	ELO GF, CARRYOVER/CASH	DR		332,210.00
(033033) 01-9010-0-0000-0000-8999-058-0000	OTHER RESTRICTE, CARRYI	DR		105,873.00
			332,210.00	543,956.00
Net increase to Appropriations				
332,210.00				
JE # BR23-00401				
JE Trans Date 09/20/2022	JE Posted 09/20/2022	Comment JL-Remove Adopted Budget Advance C/O		
(023569) 01-3212-0-0000-0000-8290-820-0000	ESSER II, ALL OTHER FEDEF	CR	57,947.00	
(023571) 01-3212-0-0000-0000-8290-830-0000	ESSER II, ALL OTHER FEDEF	CR	723,132.00	
(025936) 01-3214-0-0000-0000-8290-820-0000	ESSER III LL, ALL OTHER FE	CR	727,749.00	
(025939) 01-3214-0-0000-0000-8290-830-0000	ESSER III LL, ALL OTHER FE	CR	585,473.00	
(023586) 01-3212-0-1110-1000-4399-820-0000	ESSER II, HOLDING ACCOUNT	DR	57,947.00	
(023587) 01-3212-0-1110-1000-4399-830-0000	ESSER II, HOLDING ACCOUNT	DR	723,132.00	
(025938) 01-3214-0-1110-1000-4399-820-0000	ESSER III LL, HOLDING ACC	DR	727,749.00	
(025940) 01-3214-0-1110-1000-4399-830-0000	ESSER III LL, HOLDING ACC	DR	585,473.00	
(025933) 01-3213-0-0000-0000-8290-830-0000	ESSER III ARP, ALL OTHER F	CR	1,287,465.00	
(025935) 01-3213-0-1110-1000-4399-830-0000	ESSER III ARP, HOLDING AC	DR	1,287,465.00	
(027447) 01-3217-0-0000-0000-8290-820-0000	ELO GEER II, ALL OTHER FE	CR	33,980.00	
(027449) 01-3217-0-1110-1000-4399-820-0000	ELO GEER II, HOLDING ACC	DR	33,980.00	
(024584) 01-7422-0-0000-0000-8590-820-0000	IPI GF, ALL OTHER STATE	CR	54,672.00	
(024586) 01-7422-0-1110-1000-4399-820-0000	IPI GF, HOLDING ACCOUNT, I	DR	54,672.00	
			6,940,836.00	.00
Net decrease to Appropriations				
6,940,836.00				
JE # BR23-00402				
JE Trans Date 09/20/2022	JE Posted 09/20/2022	Comment JL-For HVAC at DO		
(007973) 01-9010-0-0000-8200-5600-899-0999	OTHER RESTRICTE, RENTAL	CR		1,780.00
(011460) 01-9010-0-0000-7600-4300-899-0999	OTHER RESTRICTE, MATERI	DR	1,780.00	

Account	Description	Comment	From	To
JE # BR23-00403 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment MM- TO COVER MAA EXPENSES WITH CARRYOVER				
(007836) 01-9010-0-0000-3140-4300-600-0061	OTHER RESTRICTE, MATERI	DR	1,780.00	1,780.00
(007846) 01-9010-0-0000-3140-5200-600-0061	OTHER RESTRICTE, TRAVEL	CR	2,375.00	2,375.00
			2,375.00	2,375.00
JE # BR23-00404 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment JL-Remove Advance C/O for Res 6053				
(031371) 01-6053-0-1110-1000-4399-520-0000	UNIV PRE-K PLAN,HOLDING	DR	146,730.00	
			146,730.00	.00
JE # BR23-00405 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment St-CKC ELOP Westake				
(033088) 01-2600-0-1110-1000-5800-527-0558	ELO-P,PROF/CONSULT SE,II	CR		100,000.00
(033087) 01-2600-0-1110-1000-5800-523-0558	ELO-P,PROF/CONSULT SE,II St-CKC ELOP Delaveaga	CR		180,000.00
(029893) 01-2600-0-1110-1000-4399-820-0000	ELO-P,HOLDING ACCOUNT, St-CKC/SPRTS ELOP 523.525.527	DR	380,000.00	
(033183) 01-2600-0-3100-1000-5800-525-0553	ELO-P,PROF/CONSULT SE,II St-Sprouts ELOP Monarch	CR		100,000.00
			380,000.00	380,000.00
JE # BR23-00406 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment JL-For M3 Inspections at NB				
(033184) 01-9010-0-0000-8110-5800-049-0555	OTHER RESTRICTE,PROF/C	CR		2,700.00
(027813) 01-9010-0-0000-7300-4300-058-0555	OTHER RESTRICTE,MATERI	DR	2,700.00	
			2,700.00	2,700.00
JE # BR23-00407 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment AN-COV ACCOUNTS				
(006149) 01-6300-0-1110-1000-4200-532-0000	LOTTERY:INSTRUC,BOOKS AN-SCHOLASTIC PO	DR	900.00	
(006161) 01-6300-0-1110-1000-4300-532-0000	LOTTERY:INSTRUC,MATERI AN-SCHOLASTIC PO	CR		900.00
(003645) 01-0700-0-1110-1000-4300-032-0000	LCFF SUPP FUNDI,MATERIA AN-PO23-00581	DR	1,093.00	
(003679) 01-0700-0-1110-1000-5800-032-0000	LCFF SUPP FUNDI,PROF/CC AN-PO23-00581	CR		1,093.00
(008116) 01-9010-0-1110-1000-4300-032-0088	OTHER RESTRICTE,MATERI	DR	8,011.00	
(013621) 01-9010-0-1110-2420-4300-032-0088	OTHER RESTRICTE,MATERI	CR		129.00
(008243) 01-9010-0-1140-1000-4300-032-0088	OTHER RESTRICTE,MATERI	CR		7,882.00
			10,004.00	10,004.00
JE # BR23-00408 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment ML-CSNO NURSE MEMBERSHIP/BEYOND SST				
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)		ESCAPE	ONLINE

Account		Description		Comment		From	To
(continued)	JE # BR23-00408	JE Trans Date 09/20/2022	JE Posted 09/20/2022	Comment ML-CSNO NURSE MEMBERSHIP/BEYOND SST			
(000996)	01-0000-0-0000-3140-5800-600-0000			NO REPORTING RE,PROF/C ML-CSNO NURSE MEMBERSHIP	DR	120.00	
(017060)	01-0000-0-0000-3140-5300-600-0000			NO REPORTING RE,DUES & ML-CSNO NURSE MEMBERSHIP	CR		120.00
(007836)	01-9010-0-0000-3140-4300-600-0061			OTHER RESTRICTE,MATERI ML-BEYOND SST	DR	9,334.00	
(011164)	01-9010-0-0000-3140-5800-600-0061			OTHER RESTRICTE,PROF/C ML-BEYOND SST	CR		9,334.00
						9,454.00	9,454.00

JE # BR23-00409		JE Trans Date 09/21/2022		JE Posted 09/21/2022		Comment AR - CURR ESSER BUDGET	
(025413)	01-3212-0-1110-1000-1130-520-0000			ESSER II,CERT SALARY:EW,AR - Elementary PD allocation	CR		185,223.00
(023586)	01-3212-0-1110-1000-4399-820-0000			ESSER II,HOLDING ACCOUN	DR	185,223.00	
(025423)	01-3212-0-1110-1000-1130-530-0000			ESSER II,CERT SALARY:EW,AR - Elem Math, Literacy & Tech allocation	CR		294,951.00
(023587)	01-3212-0-1110-1000-4399-830-0000			ESSER II,HOLDING ACCOUN	DR	294,951.00	
(026752)	01-3213-0-1110-1000-5200-530-0000			ESSER III ARP,TRAVEL & CCAR - Prof Learning Communities Training balance	CR		42,360.00
(026710)	01-3213-0-1110-1000-1130-530-0000			ESSER III ARP,CERT SALAR AR - Secondary PD Allocation	CR		618,747.00
(026710)	01-3213-0-1110-1000-1130-530-0000			ESSER III ARP,CERT SALAR AR - Sec Math, Literacy, & Tech Allocation	CR		87,857.00
(025935)	01-3213-0-1110-1000-4399-830-0000			ESSER III ARP,HOLDING AC	DR	748,964.00	
(026742)	01-3213-0-1110-1000-1130-520-0000			ESSER III ARP,CERT SALAR AR - Elementary PD allocation	CR		35,000.00
(026742)	01-3213-0-1110-1000-1130-520-0000			ESSER III ARP,CERT SALAR AR - Elem Math, Literacy & Tech Allocation	CR		158,916.00
(025934)	01-3213-0-1110-1000-4399-820-0000			ESSER III ARP,HOLDING AC	DR	193,916.00	
						1,423,054.00	1,423,054.00

JE # BR23-00410		JE Trans Date 09/21/2022		JE Posted 09/21/2022		Comment AR - Cover CURR Negatives	
(026742)	01-3213-0-1110-1000-1130-520-0000			ESSER III ARP,CERT SALAR	DR	93,116.00	
(032156)	01-3213-0-1110-1000-5800-520-0000			ESSER III ARP,PROF/CONSL	CR		93,116.00
(026710)	01-3213-0-1110-1000-1130-530-0000			ESSER III ARP,CERT SALAR	DR	109,221.00	
(026716)	01-3213-0-1110-1000-3331-530-0000			ESSER III ARP,MEDICARE:C	CR		3.00
(026718)	01-3213-0-1110-1000-3501-530-0000			ESSER III ARP,STATE UNEM	CR		1.00
(026719)	01-3213-0-1110-1000-3601-530-0000			ESSER III ARP,WORKERS' C	CR		4.00
(026753)	01-3213-0-1110-1000-5800-530-0000			ESSER III ARP,PROF/CONSL	CR		70,380.00
(032164)	01-3213-0-1195-1000-5800-530-0000			ESSER III ARP,PROF/CONSL	CR		28,744.00
(029200)	01-3213-0-1200-1000-1130-530-0000			ESSER III ARP,CERT SALAR	CR		550.00
(032872)	01-3213-0-1200-2490-1900-530-0000			ESSER III ARP,CERT:OTHEF	CR		1.00
(032201)	01-3213-0-1370-1000-5200-530-0000			ESSER III ARP,TRAVEL & CC	CR		9,538.00

Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = A, Recap? = N)

Account		Description		Comment	From	To
(continued)	JE #	JE Trans Date	JE Posted	AR - Cover CURR Negatives		
(025423)	01-3212-0-1110-1000-1130-530-0000	09/21/2022	09/21/2022	DR	93,426.00	
(025412)	01-3212-0-1110-1000-5800-530-0000			CR		46,426.00
(032163)	01-3212-0-1195-1000-5800-530-0000			CR		47,000.00
					295,763.00	295,763.00
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(014522)	01-0723-0-0000-3600-6500-048-0000	09/21/2022	09/21/2022	Comment JL-From PY for new electric bus district contribution 13%		50,916.00
(003941)	01-0723-0-0000-0000-8980-030-0000			CR		50,916.00
(000058)	01-0000-0-0000-0000-8980-030-0000			CR	50,916.00	
					50,916.00	101,832.00
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(024162)	01-4127-0-1110-1000-4399-520-0000	09/21/2022	09/21/2022	Comment SJ-READER'S WORKSHOP PD FOR ELEM		
(033185)	01-4127-0-0000-2140-5200-525-0000			DR	1,000.00	1,000.00
					1,000.00	1,000.00
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(024105)	01-4203-0-1110-1000-4399-520-0000	09/21/2022	09/21/2022	Comment BD- COVER NEGATIVES		
(032187)	01-4203-0-1195-1000-5800-520-0000			DR	34,580.00	34,580.00
					34,580.00	34,580.00
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(024133)	01-4203-0-1110-1000-4399-530-0000	09/21/2022	09/21/2022	Comment BD-COVER NEGATIVES		
(031686)	01-4203-0-1195-1000-1130-530-0000			DR	1,383.00	1,351.00
(031692)	01-4203-0-1195-1000-3331-530-0000			CR		9.00
(031694)	01-4203-0-1195-1000-3501-530-0000			CR		3.00
(031695)	01-4203-0-1195-1000-3601-530-0000			CR		13.00
(032323)	01-4203-0-1195-1000-4200-530-0000			CR		7.00
					1,383.00	1,383.00
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(025413)	01-3212-0-1110-1000-1130-520-0000	09/21/2022	09/21/2022	Comment AR - CURR ESSER BUDGET		
(023586)	01-3212-0-1110-1000-4399-820-0000			DR	185,223.00	185,223.00
					185,223.00	185,223.00
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Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)			ESCAPE	ONLINE	Page 5 of 54

Account		Description	Comment	From	To
(continued)	JE # BR23-00415	JE Trans Date 09/21/2022	JE Posted 09/21/2022	Comment AR - CURR ESSER BUDGET	
(025423)	01-3212-0-1110-1000-1130-530-0000	ESSER II,CERT SALARY:EW,AR - Elem Math, Literacy & Tech allocation	DR	294,951.00	
(023587)	01-3212-0-1110-1000-4399-830-0000	ESSER II,HOLDING ACCOUN	CR		294,951.00
(026752)	01-3213-0-1110-1000-5200-530-0000	ESSER III ARP,TRAVEL & CCAR - Prof Learning Communities Training balance	DR	42,360.00	
(026710)	01-3213-0-1110-1000-1130-530-0000	ESSER III ARP,CERT SALAR AR - Secondary PD Allocation	DR	618,747.00	
(026710)	01-3213-0-1110-1000-1130-530-0000	ESSER III ARP,CERT SALAR AR - Sec Math, Literacy, & Tech Allocation	DR	87,857.00	
(025935)	01-3213-0-1110-1000-4399-830-0000	ESSER III ARP,HOLDING AC	CR		748,964.00
(026742)	01-3213-0-1110-1000-1130-520-0000	ESSER III ARP,CERT SALAR AR - Elementary PD allocation	DR	35,000.00	
(026742)	01-3213-0-1110-1000-1130-520-0000	ESSER III ARP,CERT SALAR AR - Elem Math, Literacy & Tech Allocation	DR	158,916.00	
(025934)	01-3213-0-1110-1000-4399-820-0000	ESSER III ARP,HOLDING AC	CR		193,916.00
				1,423,054.00	1,423,054.00

JE # BR23-00416		JE Trans Date 09/21/2022	JE Posted 09/21/2022	Comment AR - Cover CURR Negatives	
(026742)	01-3213-0-1110-1000-1130-520-0000	ESSER III ARP,CERT SALAR	CR		93,116.00
(032156)	01-3213-0-1110-1000-5800-520-0000	ESSER III ARP,PROF/CONSL	DR	93,116.00	
(026710)	01-3213-0-1110-1000-1130-530-0000	ESSER III ARP,CERT SALAR	CR		109,221.00
(026716)	01-3213-0-1110-1000-3331-530-0000	ESSER III ARP,MEDICARE:C	DR	3.00	
(026718)	01-3213-0-1110-1000-3501-530-0000	ESSER III ARP,STATE UNEM	DR	1.00	
(026719)	01-3213-0-1110-1000-3601-530-0000	ESSER III ARP,WORKERS' C	DR	4.00	
(026753)	01-3213-0-1110-1000-5800-530-0000	ESSER III ARP,PROF/CONSL	DR	70,380.00	
(032164)	01-3213-0-1195-1000-5800-530-0000	ESSER III ARP,PROF/CONSL	DR	28,744.00	
(029200)	01-3213-0-1200-1000-1130-530-0000	ESSER III ARP,CERT SALAR	DR	550.00	
(032872)	01-3213-0-1200-2490-1900-530-0000	ESSER III ARP,CERT:OTHER	DR	1.00	
(032201)	01-3213-0-1370-1000-5200-530-0000	ESSER III ARP,TRAVEL & CC	DR	9,538.00	
(025423)	01-3212-0-1110-1000-1130-530-0000	ESSER II,CERT SALARY:EW,	CR		93,426.00
(025412)	01-3212-0-1110-1000-5800-530-0000	ESSER II,PROF/CONSULT SI	DR	46,426.00	
(032163)	01-3212-0-1195-1000-5800-530-0000	ESSER II,PROF/CONSULT SI	DR	47,000.00	
				295,763.00	295,763.00

JE # BR23-00418		JE Trans Date 09/21/2022	JE Posted 09/21/2022	Comment BD-COVER NEGATIVES	
(032792)	01-0809-0-1250-1000-2130-034-0807	Measure T,CLASS INSTR AID	CR		3,088.00
(032796)	01-0809-0-1250-1000-3202-034-0807	Measure T,PERS:CLASSIFIEI	CR		784.00
(032797)	01-0809-0-1250-1000-3312-034-0807	Measure T,FICA:CLASS,INST	CR		192.00
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)			ESCAPE	ONLINE
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Account		Description		Comment		From	To
JE #	JE Trans Date	JE Posted	JE Trans Date	JE Posted	Comment		
(continued)	JE # BR23-00421	09/21/2022	09/21/2022	09/21/2022	Comment BL-DU90633		
(007924)	01-9010-0-0000-8110-4300-049-FACU				OTHER RESTRICTE,MATERI BL-DU90633 SC CITY YTH SOCC CK3527, 957929 USE	CR	840.00
(007924)	01-9010-0-0000-8110-4300-049-FACU				OTHER RESTRICTE,MATERI BL-DU90633 SC CITY YTH SOCC CK3527, 9669376 USE	CR	560.00
(007924)	01-9010-0-0000-8110-4300-049-FACU				OTHER RESTRICTE,MATERI BL-DU90633 SC CITY YTH SOCC CK3527, 16461704 USE	CR	400.00
(007924)	01-9010-0-0000-8110-4300-049-FACU				OTHER RESTRICTE,MATERI BL-DU90633 SC CITY YTH SOCC CK3527, 11117817 USE	CR	320.00
(007924)	01-9010-0-0000-8110-4300-049-FACU				OTHER RESTRICTE,MATERI BL-DU90633 SC CITY YTH SOCC CK3527, 3576704 PARTIAL PAY USE	CR	80.00
(007599)	01-9010-0-0000-0000-8699-049-FACU				OTHER RESTRICTE,ALL OTI BL-DU90633 SC CITY YTH SOCC CK3527 6 INVOICES USE	DR	2,840.00
(007924)	01-9010-0-0000-8110-4300-049-FACU				OTHER RESTRICTE,MATERI BL-DU90633 MIDDLE BAY SPTS CK163 16317771 USE	CR	2,500.00
(007599)	01-9010-0-0000-0000-8699-049-FACU				OTHER RESTRICTE,ALL OTI BL-DU90633 MIDDLE BAY SPTS CK163 16317771 USE	DR	2,500.00
(007943)	01-9010-0-0000-8200-2290-899-FACU				OTHER RESTRICTE,CLASS BL-DU90633 MIDDLE BAY SPTS CK163 16317771 O/C	CR	470.00
(007626)	01-9010-0-0000-0000-8699-899-FACU				OTHER RESTRICTE,ALL OTI BL-DU90633 MIDDLE BAY SPTS CK163 16317771 O/C	DR	470.00
(007924)	01-9010-0-0000-8110-4300-049-FACU				OTHER RESTRICTE,MATERI BL-DU90633 SC FTBL PD CASH 26351078623074 USE	CR	900.00
(007599)	01-9010-0-0000-0000-8699-049-FACU				OTHER RESTRICTE,ALL OTI BL-DU90633 SC FTBL PD CASH 26351078623074 USE	DR	900.00

44/405

Net increase to Appropriations .00

85,222.00

JE # BR23-00422		JE Trans Date 09/21/2022		JE Posted 09/21/2022		Comment BL-ETR INV23-01156 CK142230 7/1-8/31/22 EXPENSE	
JE #	JE Trans Date	JE Posted	JE Trans Date	JE Posted	Comment		
(008288)	01-9010-0-1150-1000-4300-500-4050				OTHER RESTRICTE,MATERI	DR	12,690.00
(021020)	01-9010-0-1150-2490-1900-500-4050				OTHER RESTRICTE,CERT:O	CR	9,922.00
(018661)	01-9010-0-1150-2490-3101-500-4050				OTHER RESTRICTE,STRS:C	CR	1,895.00
(018666)	01-9010-0-1150-2490-3331-500-4050				OTHER RESTRICTE,MEDICA	CR	141.00
(018668)	01-9010-0-1150-2490-3501-500-4050				OTHER RESTRICTE,STATE I	CR	49.00
(018669)	01-9010-0-1150-2490-3601-500-4050				OTHER RESTRICTE,WORKE	CR	188.00
(011912)	01-9010-0-1150-1000-5200-500-4050				OTHER RESTRICTE,TRAVEL	CR	495.00

12,690.00

12,690.00

JE # BR23-00423		JE Trans Date 09/22/2022		JE Posted 09/22/2022		Comment BD-FOOD FOR WORKSHOPS	
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)	JE #	JE Trans Date	JE Posted	JE Trans Date	JE Posted	Comment
							ESCAPE ONLINE

Account	Description	Comment	From	To
(continued) JE # BR23-00423	JE Trans Date 09/22/2022 JE Posted 09/22/2022	Comment BD-FOOD FOR WORKSHOPS		
(001103) 01-0000-0-0000-7150-4395-053-0000	NO REPORTING RE,FOOD F	CR		2,500.00
Net increase to Appropriations				.00
Net increase to Appropriations				2,500.00
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JE # BR23-00424	JE Trans Date 09/22/2022 JE Posted 09/22/2022	Comment FL - PBIS Conference		
(029329) 01-7422-0-1110-1000-4300-821-0000	IPI GF, MATERIALS & SUP, IN	DR	750.00	
(030079) 01-7422-0-1110-1000-5200-821-0000	IPI GF, TRAVEL & CONFER, IN	CR		750.00
				750.00
				750.00
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JE # BR23-00425	JE Trans Date 09/22/2022 JE Posted 09/22/2022	Comment BD-TIER II & NTP BUDGET SET UP		
(005517) 01-4035-0-0000-2110-5800-920-0000	ESEA:TEACHER QU, PROF/C	DR	10,000.00	
(005532) 01-4035-0-0000-2700-5800-920-0000	ESEA:TEACHER QU, PROF/C	CR		3,250.00
(005581) 01-4035-0-1110-1000-4399-920-0000	ESEA:TEACHER QU, HOLDIN	CR		6,750.00
(005518) 01-4035-0-0000-2110-5800-930-0000	ESEA:TEACHER QU, PROF/C	DR	4,000.00	
(005533) 01-4035-0-0000-2700-5800-930-0000	ESEA:TEACHER QU, PROF/C	CR		9,750.00
(005582) 01-4035-0-1110-1000-4399-930-0000	ESEA:TEACHER QU, HOLDIN	DR	5,750.00	
				19,750.00
				19,750.00
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JE # BR23-00426	JE Trans Date 09/22/2022 JE Posted 09/22/2022	Comment JL-FIELD TRIP REIMBURSEMENT FOR TOM BENTLEY		
(024181) 01-3550-0-6000-1000-4300-535-0000	C. PERKINS CTE.; MATERIAL	DR	200.00	
(029823) 01-3550-0-6000-1000-5710-535-0000	C. PERKINS CTE.; XFER OF I	CR		200.00
				200.00
				200.00
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JE # BR23-00427	JE Trans Date 09/22/2022 JE Posted 09/22/2022	Comment AR - Cover CIA Negatives		
(026719) 01-3213-0-1110-1000-3601-530-0000	ESSER III ARP, WORKERS' C	CR		4.00
(026753) 01-3213-0-1110-1000-5800-530-0000	ESSER III ARP, PROF/CONSL	CR		70,380.00
(032217) 01-3213-0-1110-1000-5800-531-0000	ESSER III ARP, PROF/CONSL	CR		19,203.00
(032218) 01-3213-0-1110-1000-5800-532-0000	ESSER III ARP, PROF/CONSL	CR		9,235.00
(032216) 01-3213-0-1110-1000-5800-534-0000	ESSER III ARP, PROF/CONSL	CR		22,900.00
(032215) 01-3213-0-1110-2140-5800-534-0000	ESSER III ARP, PROF/CONSL	CR		3,000.00
(033055) 01-3213-0-1190-1000-1130-532-0000	ESSER III ARP, CERT SALAR	CR		270.00
(032164) 01-3213-0-1195-1000-5800-530-0000	ESSER III ARP, PROF/CONSL	CR		28,744.00
(029200) 01-3213-0-1200-1000-1130-530-0000	ESSER III ARP, CERT SALAR	CR		750.00
(032872) 01-3213-0-1200-2490-1900-530-0000	ESSER III ARP, CERT:OTHEF	CR		1.00
(032201) 01-3213-0-1370-1000-5200-530-0000	ESSER III ARP, TRAVEL & CC	CR		9,538.00
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Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)	ESCAPE	ONLINE	Page 9 of 54

Account		Description		Comment	From	To
JE #	BR23-00427	JE Trans Date	09/22/2022	JE Posted 09/22/2022	Comment AR - Cover CIA Negatives	
(continued)						
(025935)	01-3213-0-1110-1000-4399-830-0000		ESSER III ARP,HOLDING AC	DR	164,025.00	
(032156)	01-3213-0-1110-1000-5800-520-0000		ESSER III ARP,PROF/CONSL	CR		93,116.00
(025934)	01-3213-0-1110-1000-4399-820-0000		ESSER III ARP,HOLDING AC	DR	93,116.00	
(025412)	01-3212-0-1110-1000-5800-530-0000		ESSER II,PROF/CONSULT SI	CR		46,426.00
(032163)	01-3212-0-1195-1000-5800-530-0000		ESSER II,PROF/CONSULT SI	CR		47,000.00
(023587)	01-3212-0-1110-1000-4399-830-0000		ESSER II,HOLDING ACCOUN	DR	93,426.00	
					350,567.00	350,567.00
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JE # BR23-00428		JE Trans Date 09/22/2022		JE Posted 09/22/2022	Comment AR - iReady Conf Registration Fee & Hotel	
(031792)	01-3213-0-1160-1000-5200-530-0000		ESSER III ARP,TRAVEL & CC	CR		850.00
(025935)	01-3213-0-1110-1000-4399-830-0000		ESSER III ARP,HOLDING AC	DR	850.00	
					850.00	850.00
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JE # BR23-00429		JE Trans Date 09/22/2022		JE Posted 09/22/2022	Comment SJ - ELEM HOTEL RESERVATIONS FOR IREADY CONF	
(024162)	01-4127-0-1110-1000-4399-520-0000		ESEA:STDNT SUPP,HOLDIN	DR	910.00	
(033215)	01-4127-0-1160-1000-5200-520-0000		ESEA:STDNT SUPP,TRAVEL	CR		910.00
					910.00	910.00
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JE # BR23-00430		JE Trans Date 09/22/2022		JE Posted 09/22/2022	Comment AJ - TUTORING BOOK FOR OLA DIRECTOR	
(014592)	01-0000-0-1110-1000-5800-530-0000		NO REPORTING RE,PROF/C	DR	23.00	
(011793)	01-0000-0-1110-1000-4200-530-0000		NO REPORTING RE,BOOKS	CR		23.00
					23.00	23.00
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JE # BR23-00431		JE Trans Date 09/23/2022		JE Posted 09/23/2022	Comment BD-EWR 50563 DWIGHT	
(022086)	01-0809-0-1270-4100-4300-035-0807		Measure T,MATERIALS & SU	DR	3,935.00	
(033075)	01-0809-0-1400-4200-2230-035-0807		Measure T,CLASS PUPIL SUF	CR		3,933.00
(023432)	01-0809-0-1400-4200-3202-035-0807		Measure T,PERS:CLASSIFIEI	CR		998.00
(023433)	01-0809-0-1400-4200-3312-035-0807		Measure T,FICA:CLASS,SCHI	CR		244.00
(023434)	01-0809-0-1400-4200-3332-035-0807		Measure T,MEDICARE:CLAS	CR		57.00
(023436)	01-0809-0-1400-4200-3502-035-0807		Measure T,STATE UNEMPLO	CR		20.00
(023437)	01-0809-0-1400-4200-3602-035-0807		Measure T,WORKERS' COMF	CR		77.00
(022087)	01-0809-0-1400-4200-4300-035-0807		Measure T,MATERIALS & SU	DR	1,394.00	

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Fiscal Year 2023

Account	Description	Comment	From	To
JE # BR23-00432 JE Trans Date 09/23/2022 JE Posted 09/23/2022 Comment BD-EWR 50618 MARSHAK				
(001602) 01-0000-0-1110-1000-1130-035-0000	NO REPORTING RE,CERT S.	CR		704.00
(001675) 01-0000-0-1110-1000-3101-035-0000	NO REPORTING RE,STRS:C	CR		153.00
(001762) 01-0000-0-1110-1000-3331-035-0000	NO REPORTING RE,MEDICA	CR		12.00
(001823) 01-0000-0-1110-1000-3501-035-0000	NO REPORTING RE,STATE I	CR		4.00
(001869) 01-0000-0-1110-1000-3601-035-0000	NO REPORTING RE,WORKE	CR		16.00
(032759) 01-0000-0-0000-2700-3202-035-0000	NO REPORTING RE,PERS:C	CR		501.00
(001936) 01-0000-0-1110-1000-4300-035-0000	NO REPORTING RE,MATERI	DR	1,390.00	
			1,390.00	1,390.00
JE # BR23-00433 JE Trans Date 09/23/2022 JE Posted 09/23/2022 Comment BD- ADJUSTING BUDGET TO PRELIMINARY ALLOCATION				
(025151) 01-4127-0-0000-0000-8290-530-0000	ESEA:STDNT SUPP ,ALL OTH	CR	11,696.00	
(027639) 01-4127-0-1110-1000-4399-530-0000	ESEA:STDNT SUPP ,HOLDIN	DR	12,354.00	
(024160) 01-4127-0-0000-0000-8290-520-0000	ESEA:STDNT SUPP ,ALL OTH	DR		3,343.00
(024162) 01-4127-0-1110-1000-4399-520-0000	ESEA:STDNT SUPP ,HOLDIN	CR		3,030.00
(024092) 01-4203-0-0000-0000-8290-520-0000	ESEA:ENGLISH LE,ALL OTHI	CR	4,064.00	
(024105) 01-4203-0-1110-1000-4399-520-0000	ESEA:ENGLISH LE,HOLDING	DR	4,245.00	
(024108) 01-4203-0-0000-0000-8290-530-0000	ESEA:ENGLISH LE,ALL OTHI	DR		11,813.00
(024133) 01-4203-0-1110-1000-4399-530-0000	ESEA:ENGLISH LE,HOLDING	CR		11,555.00
(005501) 01-4035-0-0000-0000-8290-920-0000	ESEA:TEACHER QU,ALL OTH	CR	15,632.00	
(005581) 01-4035-0-1110-1000-4399-920-0000	ESEA:TEACHER QU,HOLDIN	DR	16,444.00	
(005502) 01-4035-0-0000-0000-8290-930-0000	ESEA:TEACHER QU,ALL OTH	DR		2,972.00
(005582) 01-4035-0-1110-1000-4399-930-0000	ESEA:TEACHER QU,HOLDIN	CR		2,079.00
(025128) 01-3010-0-0000-0000-8290-520-0000	BAS GNT LOW-INC,ALL OTH	CR	1,172.00	
(027608) 01-3010-0-1110-1000-4399-520-0000	BAS GNT LOW-INC,HOLDINC	DR	2,332.00	
(025131) 01-3010-0-0000-0000-8290-530-0000	BAS GNT LOW-INC,ALL OTH	CR	121,077.00	
(025134) 01-3010-0-1110-1000-4399-530-0000	BAS GNT LOW-INC,HOLDINC	DR	117,045.00	
(024136) 01-4201-0-0000-0000-8290-520-0000	ESEA:IMMIGRANT,ALL OTHE	DR		8,749.00
(027643) 01-4201-0-1110-1000-4399-520-0000	ESEA:IMMIGRANT,HOLDING	CR		8,443.00
(024139) 01-4201-0-0000-0000-8290-530-0000	ESEA:IMMIGRANT,ALL OTHE	DR		11,012.00
(024141) 01-4201-0-1110-1000-4399-530-0000	ESEA:IMMIGRANT,HOLDING	CR		10,773.00
(025148) 01-4127-0-0000-7210-7310-530-0000	ESEA:STDNT SUPP ,XFER:IN	CR		658.00
(024161) 01-4127-0-0000-7210-7310-520-0000	ESEA:STDNT SUPP ,XFER:IN	CR		313.00
(024093) 01-4203-0-0000-7210-7310-520-0000	ESEA:ENGLISH LE,XFER:INI	CR		181.00
(024121) 01-4203-0-0000-7210-7310-530-0000	ESEA:ENGLISH LE,XFER:INI	CR		258.00
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)		ESCAPE	ONLINE

Account		Description		Comment		From	To
(continued)	JE #	BR23-00433	JE Trans Date 09/23/2022	JE Posted 09/23/2022	Comment BD- ADJUSTING BUDGET TO PRELIMINARY ALLOCATION		
(005535)	01-4035-0-0000-7210-7310-920-0000		ESEA:TEACHER QU,XFER:IN	CR			812.00
(005536)	01-4035-0-0000-7210-7310-930-0000		ESEA:TEACHER QU,XFER:IN	CR			893.00
(025129)	01-3010-0-0000-7210-7310-520-0000		BAS GNT LOW-INC,XFER:INI	CR			1,160.00
(025136)	01-3010-0-0000-7210-7310-530-0000		BAS GNT LOW-INC,XFER:INI	DR		4,032.00	
(024137)	01-4201-0-0000-7210-7310-520-0000		ESEA:IMMIGRANT,XFER:INC	CR			306.00
(024140)	01-4201-0-0000-7210-7310-530-0000		ESEA:IMMIGRANT,XFER:INC	CR			239.00
(001138)	01-0000-0-0000-7210-7310-899-0000		NO REPORTING RE,XFER:IN	DR		788.00	
Net decrease to Appropriations						310,881.00	78,589.00
JE # BR23-00434		JE Trans Date 09/23/2022		JE Posted 09/23/2022		Comment BD- TO COVER JOURNAL PO23-00662 & 663	
(008350)	01-9010-0-1294-3160-5800-035-0088		OTHER RESTRICTE,PROF/C	CR			740.00
(008345)	01-9010-0-1294-3160-4300-035-0088		OTHER RESTRICTE,MATERI	DR		740.00	
Net decrease to Appropriations						740.00	740.00
JE # BR23-00435		JE Trans Date 09/23/2022		JE Posted 09/23/2022		Comment FL-PBIS CONFERENCE	
(029329)	01-7422-0-1110-1000-4300-821-0000		IPI GF,MATERIALS & SUP,IN	DR		750.00	
(030079)	01-7422-0-1110-1000-5200-821-0000		IPI GF,TRAVEL & CONFER,IN	CR			750.00
Net decrease to Appropriations						750.00	750.00
JE # BR23-00436		JE Trans Date 09/23/2022		JE Posted 09/23/2022		Comment FL-FIELDTRIP FEES	
(008734)	01-9016-0-1110-1000-4300-021-0051		DONATIONS,MATERIALS & S	DR		230.00	
(018749)	01-9016-0-1110-1000-5800-021-0051		DONATIONS,PROF/CONSUL	CR			230.00
Net decrease to Appropriations						230.00	230.00
JE # BR23-00437		JE Trans Date 09/23/2022		JE Posted 09/23/2022		Comment PS-BUSES FOR WINTER SPORTS	
(015669)	01-0809-0-1400-4200-5800-833-0809		Measure T,PROF/CONSULT ;	CR			11,287.00
(032324)	01-0809-0-1400-4200-4300-833-0809		Measure T,MATERIALS & SU	DR		11,287.00	
Net decrease to Appropriations						11,287.00	11,287.00
JE # BR23-00438		JE Trans Date 09/23/2022		JE Posted 09/23/2022		Comment ST-CSA Restore Justice	
(033219)	01-3213-0-1110-1000-5800-834-0000		ESSER III ARP,PROF/CONSI	CR			10,000.00
(025935)	01-3213-0-1110-1000-4399-830-0000		ESSER III ARP,HOLDING AC	DR		10,000.00	

Effective 09/20/2022 through 10/07/2022

Fiscal Year 2023

Account	Description	Comment	From	To																																													
<table border="1"> <tr> <td>JE # BR23-00439</td> <td>JE Trans Date 09/26/2022</td> <td>JE Posted 09/26/2022</td> <td colspan="2">Comment LO-NUTRITION CLASS SERVICE CALL FOR REFRIGERAT</td> </tr> <tr> <td>(001931)</td> <td>01-0000-0-1110-1000-4300-031-0000</td> <td>NO REPORTING RE, MATERI</td> <td>DR</td> <td>200.00</td> </tr> <tr> <td>(033339)</td> <td>01-0000-0-1130-1000-5600-031-0000</td> <td>NO REPORTING RE, RENTAL</td> <td>CR</td> <td>200.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>200.00</td> <td>200.00</td> </tr> </table>					JE # BR23-00439	JE Trans Date 09/26/2022	JE Posted 09/26/2022	Comment LO-NUTRITION CLASS SERVICE CALL FOR REFRIGERAT		(001931)	01-0000-0-1110-1000-4300-031-0000	NO REPORTING RE, MATERI	DR	200.00	(033339)	01-0000-0-1130-1000-5600-031-0000	NO REPORTING RE, RENTAL	CR	200.00				200.00	200.00																									
JE # BR23-00439	JE Trans Date 09/26/2022	JE Posted 09/26/2022	Comment LO-NUTRITION CLASS SERVICE CALL FOR REFRIGERAT																																														
(001931)	01-0000-0-1110-1000-4300-031-0000	NO REPORTING RE, MATERI	DR	200.00																																													
(033339)	01-0000-0-1130-1000-5600-031-0000	NO REPORTING RE, RENTAL	CR	200.00																																													
			200.00	200.00																																													
<table border="1"> <tr> <td>JE # BR23-00440</td> <td>JE Trans Date 09/26/2022</td> <td>JE Posted 09/26/2022</td> <td colspan="2">Comment BD-EWR 51063 CASTILLO</td> </tr> <tr> <td>(003142)</td> <td>01-0700-0-0000-2495-2230-024-0000</td> <td>LCFF SUPP FUNDI, CLASS P</td> <td>CR</td> <td>224.00</td> </tr> <tr> <td>(003172)</td> <td>01-0700-0-0000-2495-3312-024-0000</td> <td>LCFF SUPP FUNDI, FICA:CLF</td> <td>CR</td> <td>14.00</td> </tr> <tr> <td>(003186)</td> <td>01-0700-0-0000-2495-3332-024-0000</td> <td>LCFF SUPP FUNDI, MEDICAF</td> <td>CR</td> <td>4.00</td> </tr> <tr> <td>(003210)</td> <td>01-0700-0-0000-2495-3502-024-0000</td> <td>LCFF SUPP FUNDI, STATE U</td> <td>CR</td> <td>2.00</td> </tr> <tr> <td>(003223)</td> <td>01-0700-0-0000-2495-3602-024-0000</td> <td>LCFF SUPP FUNDI, WORKER</td> <td>CR</td> <td>5.00</td> </tr> <tr> <td>(011643)</td> <td>01-0700-0-1110-1000-2140-024-0000</td> <td>LCFF SUPP FUNDI, CLASS II</td> <td>CR</td> <td>249.00</td> </tr> <tr> <td>(003640)</td> <td>01-0700-0-1110-1000-4300-024-0000</td> <td>LCFF SUPP FUNDI, MATERIA</td> <td>DR</td> <td>498.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>498.00</td> <td>498.00</td> </tr> </table>					JE # BR23-00440	JE Trans Date 09/26/2022	JE Posted 09/26/2022	Comment BD-EWR 51063 CASTILLO		(003142)	01-0700-0-0000-2495-2230-024-0000	LCFF SUPP FUNDI, CLASS P	CR	224.00	(003172)	01-0700-0-0000-2495-3312-024-0000	LCFF SUPP FUNDI, FICA:CLF	CR	14.00	(003186)	01-0700-0-0000-2495-3332-024-0000	LCFF SUPP FUNDI, MEDICAF	CR	4.00	(003210)	01-0700-0-0000-2495-3502-024-0000	LCFF SUPP FUNDI, STATE U	CR	2.00	(003223)	01-0700-0-0000-2495-3602-024-0000	LCFF SUPP FUNDI, WORKER	CR	5.00	(011643)	01-0700-0-1110-1000-2140-024-0000	LCFF SUPP FUNDI, CLASS II	CR	249.00	(003640)	01-0700-0-1110-1000-4300-024-0000	LCFF SUPP FUNDI, MATERIA	DR	498.00				498.00	498.00
JE # BR23-00440	JE Trans Date 09/26/2022	JE Posted 09/26/2022	Comment BD-EWR 51063 CASTILLO																																														
(003142)	01-0700-0-0000-2495-2230-024-0000	LCFF SUPP FUNDI, CLASS P	CR	224.00																																													
(003172)	01-0700-0-0000-2495-3312-024-0000	LCFF SUPP FUNDI, FICA:CLF	CR	14.00																																													
(003186)	01-0700-0-0000-2495-3332-024-0000	LCFF SUPP FUNDI, MEDICAF	CR	4.00																																													
(003210)	01-0700-0-0000-2495-3502-024-0000	LCFF SUPP FUNDI, STATE U	CR	2.00																																													
(003223)	01-0700-0-0000-2495-3602-024-0000	LCFF SUPP FUNDI, WORKER	CR	5.00																																													
(011643)	01-0700-0-1110-1000-2140-024-0000	LCFF SUPP FUNDI, CLASS II	CR	249.00																																													
(003640)	01-0700-0-1110-1000-4300-024-0000	LCFF SUPP FUNDI, MATERIA	DR	498.00																																													
			498.00	498.00																																													
<table border="1"> <tr> <td>JE # BR23-00441</td> <td>JE Trans Date 09/26/2022</td> <td>JE Posted 09/26/2022</td> <td colspan="2">Comment BD-EWR 50422 NOONE</td> </tr> <tr> <td>(024324)</td> <td>01-3010-0-1110-1000-1130-531-0044</td> <td>BAS GNT LOW-INC, CERT SA</td> <td>CR</td> <td>540.00</td> </tr> <tr> <td>(024325)</td> <td>01-3010-0-1110-1000-3101-531-0044</td> <td>BAS GNT LOW-INC, STRS:CE</td> <td>CR</td> <td>103.00</td> </tr> <tr> <td>(024330)</td> <td>01-3010-0-1110-1000-3331-531-0044</td> <td>BAS GNT LOW-INC, MEDICAF</td> <td>CR</td> <td>8.00</td> </tr> <tr> <td>(024332)</td> <td>01-3010-0-1110-1000-3501-531-0044</td> <td>BAS GNT LOW-INC, STATE U</td> <td>CR</td> <td>3.00</td> </tr> <tr> <td>(024333)</td> <td>01-3010-0-1110-1000-3601-531-0044</td> <td>BAS GNT LOW-INC, WORKER</td> <td>CR</td> <td>11.00</td> </tr> <tr> <td>(024323)</td> <td>01-3010-0-1110-1000-4300-531-0044</td> <td>BAS GNT LOW-INC, MATERI</td> <td>DR</td> <td>665.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td>665.00</td> <td>665.00</td> </tr> </table>					JE # BR23-00441	JE Trans Date 09/26/2022	JE Posted 09/26/2022	Comment BD-EWR 50422 NOONE		(024324)	01-3010-0-1110-1000-1130-531-0044	BAS GNT LOW-INC, CERT SA	CR	540.00	(024325)	01-3010-0-1110-1000-3101-531-0044	BAS GNT LOW-INC, STRS:CE	CR	103.00	(024330)	01-3010-0-1110-1000-3331-531-0044	BAS GNT LOW-INC, MEDICAF	CR	8.00	(024332)	01-3010-0-1110-1000-3501-531-0044	BAS GNT LOW-INC, STATE U	CR	3.00	(024333)	01-3010-0-1110-1000-3601-531-0044	BAS GNT LOW-INC, WORKER	CR	11.00	(024323)	01-3010-0-1110-1000-4300-531-0044	BAS GNT LOW-INC, MATERI	DR	665.00				665.00	665.00					
JE # BR23-00441	JE Trans Date 09/26/2022	JE Posted 09/26/2022	Comment BD-EWR 50422 NOONE																																														
(024324)	01-3010-0-1110-1000-1130-531-0044	BAS GNT LOW-INC, CERT SA	CR	540.00																																													
(024325)	01-3010-0-1110-1000-3101-531-0044	BAS GNT LOW-INC, STRS:CE	CR	103.00																																													
(024330)	01-3010-0-1110-1000-3331-531-0044	BAS GNT LOW-INC, MEDICAF	CR	8.00																																													
(024332)	01-3010-0-1110-1000-3501-531-0044	BAS GNT LOW-INC, STATE U	CR	3.00																																													
(024333)	01-3010-0-1110-1000-3601-531-0044	BAS GNT LOW-INC, WORKER	CR	11.00																																													
(024323)	01-3010-0-1110-1000-4300-531-0044	BAS GNT LOW-INC, MATERI	DR	665.00																																													
			665.00	665.00																																													
<table border="1"> <tr> <td>JE # BR23-00442</td> <td>JE Trans Date 09/26/2022</td> <td>JE Posted 09/26/2022</td> <td colspan="2">Comment BD-EWR 50822 WONG</td> </tr> <tr> <td>(024284)</td> <td>01-3010-0-1110-1000-2130-524-0000</td> <td>BAS GNT LOW-INC, CLASS II</td> <td>CR</td> <td>1,665.00</td> </tr> <tr> <td>(024279)</td> <td>01-3010-0-1110-1000-3312-524-0000</td> <td>BAS GNT LOW-INC, FICA:CLF</td> <td>CR</td> <td>103.00</td> </tr> <tr> <td>(024280)</td> <td>01-3010-0-1110-1000-3332-524-0000</td> <td>BAS GNT LOW-INC, MEDICAF</td> <td>CR</td> <td>24.00</td> </tr> <tr> <td>(024282)</td> <td>01-3010-0-1110-1000-3502-524-0000</td> <td>BAS GNT LOW-INC, STATE U</td> <td>CR</td> <td>8.00</td> </tr> <tr> <td>(024283)</td> <td>01-3010-0-1110-1000-3602-524-0000</td> <td>BAS GNT LOW-INC, WORKER</td> <td>CR</td> <td>33.00</td> </tr> <tr> <td>(024285)</td> <td>01-3010-0-1110-1000-4300-524-0000</td> <td>BAS GNT LOW-INC, MATERI</td> <td>DR</td> <td>1,833.00</td> </tr> </table>					JE # BR23-00442	JE Trans Date 09/26/2022	JE Posted 09/26/2022	Comment BD-EWR 50822 WONG		(024284)	01-3010-0-1110-1000-2130-524-0000	BAS GNT LOW-INC, CLASS II	CR	1,665.00	(024279)	01-3010-0-1110-1000-3312-524-0000	BAS GNT LOW-INC, FICA:CLF	CR	103.00	(024280)	01-3010-0-1110-1000-3332-524-0000	BAS GNT LOW-INC, MEDICAF	CR	24.00	(024282)	01-3010-0-1110-1000-3502-524-0000	BAS GNT LOW-INC, STATE U	CR	8.00	(024283)	01-3010-0-1110-1000-3602-524-0000	BAS GNT LOW-INC, WORKER	CR	33.00	(024285)	01-3010-0-1110-1000-4300-524-0000	BAS GNT LOW-INC, MATERI	DR	1,833.00										
JE # BR23-00442	JE Trans Date 09/26/2022	JE Posted 09/26/2022	Comment BD-EWR 50822 WONG																																														
(024284)	01-3010-0-1110-1000-2130-524-0000	BAS GNT LOW-INC, CLASS II	CR	1,665.00																																													
(024279)	01-3010-0-1110-1000-3312-524-0000	BAS GNT LOW-INC, FICA:CLF	CR	103.00																																													
(024280)	01-3010-0-1110-1000-3332-524-0000	BAS GNT LOW-INC, MEDICAF	CR	24.00																																													
(024282)	01-3010-0-1110-1000-3502-524-0000	BAS GNT LOW-INC, STATE U	CR	8.00																																													
(024283)	01-3010-0-1110-1000-3602-524-0000	BAS GNT LOW-INC, WORKER	CR	33.00																																													
(024285)	01-3010-0-1110-1000-4300-524-0000	BAS GNT LOW-INC, MATERI	DR	1,833.00																																													

Account	Description	Comment	From	To
JE # BR23-00443 JE Trans Date 09/26/2022 JE Posted 09/26/2022 Comment AR - Cover EWRS for CLASS & PEER Tutors				
(030413)	01-3214-0-1110-1000-1130-833-0000	ESSER III LL,CERT SALARY:	17,591.00	
(033166)	01-3214-0-1110-1000-2130-833-0000	ESSER III LL,CLASS INSTR		3,852.00
(033343)	01-3214-0-1110-1000-2930-833-0000	ESSER III LL,OTHER CLASS		13,500.00
(033167)	01-3214-0-1110-1000-3312-833-0000	ESSER III LL,FICA:CLASS,I		239.00
(030383)	01-3214-0-1110-1000-3331-833-0000	ESSER III LL,MEDICARE:CEF	56.00	
(033168)	01-3214-0-1110-1000-3332-833-0000	ESSER III LL,MEDICARE:CLF		56.00
(030385)	01-3214-0-1110-1000-3501-833-0000	ESSER III LL,STATE UNEMPI	100.00	
(033170)	01-3214-0-1110-1000-3502-833-0000	ESSER III LL,STATE UNEMPI		100.00
(030386)	01-3214-0-1110-1000-3601-833-0000	ESSER III LL,WORKERS' COI	356.00	
(033171)	01-3214-0-1110-1000-3602-833-0000	ESSER III LL,WORKERS' COI		356.00
			18,103.00	18,103.00

JE # BR23-00444 JE Trans Date 09/27/2022 JE Posted 09/27/2022 Comment BD-COVER NEGATIVES				
(001156)	01-0000-0-0000-7300-5800-058-0000	NO REPORTING RE,PROF/C		1,085.00
(025226)	01-0000-0-0000-7600-4300-058-0000	NO REPORTING RE,MATERI	1,085.00	
			1,085.00	1,085.00

JE # BR23-00445 JE Trans Date 09/27/2022 JE Posted 09/27/2022 Comment SJ-C/O TO FIX NEGATIVE				
(024152)	01-6387-0-6000-1000-4300-530-0000	CAREER TECHNICA,MATER	157.00	
(032777)	01-6387-0-6000-1000-6500-530-0000	CAREER TECHNICA,EQUIPM		157.00
			157.00	157.00

JE # BR23-00446 JE Trans Date 09/27/2022 JE Posted 09/27/2022 Comment BD-MOVING TO CORRECT OBJECT CODE				
(024355)	01-3010-0-1110-1000-2100-532-0000	BAS GNT LOW-INC,CLASS:IF	13,882.00	
(024337)	01-3010-0-1110-1000-3101-532-0000	BAS GNT LOW-INC,STRS:CE	5,388.00	
(024350)	01-3010-0-1110-1000-3312-532-0000	BAS GNT LOW-INC,FICA:CLF	820.00	
(024351)	01-3010-0-1110-1000-3332-532-0000	BAS GNT LOW-INC,MEDICAF	192.00	
(024353)	01-3010-0-1110-1000-3502-532-0000	BAS GNT LOW-INC,STATE U	66.00	
(024354)	01-3010-0-1110-1000-3602-532-0000	BAS GNT LOW-INC,WORKEF	258.00	
(024366)	01-3010-0-1110-1000-4300-532-0000	BAS GNT LOW-INC,MATERI/		20,606.00

Account	Description	Comment	From	To
JE # BR23-00447				
	JE Trans Date 09/27/2022	JE Posted 09/27/2022	Comment JL-Transfer and add budget to contracts	
(006670)	01-6500-0-5760-1180-5100-220-0000	SE:STATE LOCAL ,SUBAGRI	CR	73,340.00
(006672)	01-6500-0-5760-1180-5800-220-0000	SE:STATE LOCAL ,PROF/CO	CR	137,223.00
(006671)	01-6500-0-5760-1180-5100-230-0000	SE:STATE LOCAL ,SUBAGRI	DR	234,456.00
(006674)	01-6500-0-5760-1180-5800-230-0000	SE:STATE LOCAL ,PROF/CO	CR	492,689.00
(006279)	01-6500-0-5001-0000-8980-220-0000	SE:STATE LOCAL,CONTRI F	DR	218,659.00
(006280)	01-6500-0-5001-0000-8980-230-0000	SE:STATE LOCAL,CONTRI F	DR	287,302.00
(006398)	01-6500-0-5001-7210-7310-220-0000	SE:STATE LOCAL,XFER:IND	CR	8,096.00
(006399)	01-6500-0-5001-7210-7310-230-0000	SE:STATE LOCAL,XFER:IND	CR	29,069.00
(001138)	01-0000-0-0000-7210-7310-899-0000	NO REPORTING RE,XFER:IN	DR	37,165.00
(000055)	01-0000-0-0000-0000-8980-020-0000	NO REPORTING RE,CONTRI	CR	218,659.00
(000058)	01-0000-0-0000-0000-8980-030-0000	NO REPORTING RE,CONTRI	CR	287,302.00
Net increase to Appropriations			777,582.00	1,246,378.00
JE # BR23-00448				
	JE Trans Date 09/27/2022	JE Posted 09/27/2022	Comment BD-COVER NEGATIVES	
(027331)	01-3010-0-1110-1000-1130-524-0000	BAS GNT LOW-INC:CERT SA	CR	4,322.00
(024284)	01-3010-0-1110-1000-2130-524-0000	BAS GNT LOW-INC,CLASS II	CR	128.00
(024278)	01-3010-0-1110-1000-3202-524-0000	BAS GNT LOW-INC,PERS:CL	CR	33.00
(024285)	01-3010-0-1110-1000-4300-524-0000	BAS GNT LOW-INC,MATERI/	DR	4,483.00
Net decrease to Appropriations			4,483.00	4,483.00
JE # BR23-00449				
	JE Trans Date 09/24/2022	JE Posted 09/27/2022	Comment ST-Site Discretionary	
(033335)	01-2600-0-1110-1000-4300-521-0000	ELO-P,MATERIALS & SUP,IN	CR	25,000.00
(033336)	01-2600-0-1110-1000-4300-523-0000	ELO-P,MATERIALS & SUP,IN	CR	25,000.00
(033337)	01-2600-0-1110-1000-4300-524-0000	ELO-P,MATERIALS & SUP,IN	CR	25,000.00
(033338)	01-2600-0-1110-1000-4300-527-0000	ELO-P,MATERIALS & SUP,IN	CR	25,000.00
(033355)	01-2600-0-1110-1000-4300-525-0000	ELO-P,MATERIALS & SUP,IN	CR	10,000.00
(029893)	01-2600-0-1110-1000-4399-820-0000	ELO-P,HOLDING ACCOUNT,	DR	120,000.00
Net decrease to Appropriations			120,000.00	110,000.00
JE # BR23-00450				
	JE Trans Date 09/28/2022	JE Posted 09/28/2022	Comment TH-R23-01157	
(033367)	21-9733-0-0000-8500-5600-034-B102	Bond A Secondar,RENTAL/LE	CR	3,250.00
(009895)	21-9733-0-0000-8500-6200-000-0000	BOND A SECONDAR,BUILDII	DR	3,250.00
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)		ESCAPE	ONLINE

Account	Description	Comment	From	To
<p>JE # BR23-00451 JE Trans Date 09/28/2022 JE Posted 09/28/2022 Comment JB-BAND SUPPLIES AND REPAIRS</p>				
(020422) 01-0809-0-1270-4100-4300-834-0809	Measure T, MATERIALS & SU	DR	9,000.00	
(023609) 01-0809-0-1250-4100-5800-834-0809	Measure T, PROF/CONSULT &	CR		6,000.00
(022270) 01-0809-0-1250-4100-4300-834-0809	Measure T, MATERIALS & SU	CR		3,000.00
			3,250.00	3,250.00
<p>JE # BR23-00452 JE Trans Date 09/28/2022 JE Posted 09/28/2022 Comment Adjust Revised Starting Balances to Actuals</p>				
(012643) 01-0000-0- - -9791- -	NO REPORTING RE,BEGINN	DR		41,242,351.00
(012645) 01-0000-1- - -9791- -	NO REPORTING RE,BEGINN	CR	6,254.00	
(012649) 01-0000-8- - -9791- -	NO REPORTING RE,BEGINN	CR	9,886.00	
(012651) 01-0000-9- - -9791- -	NO REPORTING RE,BEGINN	CR	5,830.00	
(012654) 01-0100-0- - -9791- -	UNRESTRICTED RE,BEGINN	CR	775,341.00	
(012661) 01-0150-0- - -9791- -	MASTER/OTHER TE,BEGINN	CR	1,817.00	
(012666) 01-0500-0- - -9791- -	NEW TEACHER CEN,BEGINN	DR		25,753.00
(012676) 01-0501-0- - -9791- -	UNION-CERTIFICAT,BEGINNII	DR		141,728.00
(012685) 01-0502-0- - -9791- -	UNION-CLASSIFIE,BEGINNII	DR		239,901.00
(012693) 01-0700-0- - -9791- -	LCFF SUPP FUNDI,BEGINNII	CR	15,499,406.00	
(012714) 01-0825-0- - -9791- -	DEF'D MAINT APP,BEGINNII	CR	243,979.00	
(012715) 01-0826-0- - -9791- -	DEF'D MAINT APP,BEGINNII	CR	451,866.00	
(012717) 01-0831-0- - -9791- -	ADULT ED APPORT,BEGINN	DR		2,389,969.00
(012718) 01-0912-0- - -9791- -	DONATIONS,BEGINNING FU	CR	219,892.00	
(012730) 01-1100-0- - -9791- -	LOTTERY:UNRESTR,BEGINP	DR		7,147.00
(012740) 01-1400-0- - -9791- -	EDUC PROTECT AC,BEGINN	DR		253,623.00
(033450) 01-2600-0- - -9791- -	ELO-P,BEGINNING FUND	DR		619,571.00
(033442) 01-6266-0- - -9791- -	Edu Eff. 21-26,BEGINNING	DR		1,166,251.00
(012998) 01-6300-0- - -9791- -	LOTTERY:INSTRUC,BEGINN	DR		435,555.00
(013033) 01-6512-0- - -9791- -	SE:MENTAL HEALT,BEGINNI	DR		44,527.00
(013037) 01-6512-6- - -9791- -	SE:MENTAL HEALT,BEGINNI	DR		54,415.00
(033447) 01-6536-0- - -9791- -	Sped Dispute,BEGINNING FU	DR		99,382.00
(033443) 01-6537-0- - -9791- -	Sped Learn Rec,BEGINNING	DR		443,606.00
(033441) 01-6546-0- - -9791- -	MNTL HLTH 20-21,BEGINNII	DR		32,555.00
(033451) 01-6547-0- - -9791- -	SE Early Int P,BEGINNING	DR		247,344.00
(013089) 01-7311-0- - -9791- -	Class PD BG,BEGINNING FU	DR		20,446.00
(033452) 01-7412-0- - -9791- -	A-G SUCCESS,BEGINNING F	DR		268,354.00
(033453) 01-7413-0- - -9791- -	A-G SUCCESS LLM,BEGINNI	DR		124,689.00
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)		ESCAPE	ONLINE

Account		Description		Comment		From	To
(continued)	JE # BR23-00452	JE Trans Date 09/28/2022	JE Posted 09/28/2022	Comment Adjust Revised Starting Balances to Actuals			
(028162)	01-7425-0-	-	- 9791-	ELO GF,BEGINNING FUND	DR		357,564.00
(028163)	01-7426-0-	-	- 9791-	ELO PARA GF,BEGINNING F	DR		221,197.00
(033449)	01-7812-0-	-	- 9791-	ETHNIC STUDIES,BEGINNIN	DR		87,079.00
(013121)	01-9010-0-	-	- 9791-	OTHER RESTRICTE,BEGINN	DR		2,855,078.00
(033448)	01-9010-0-	-	- 9791-	OTHER RESTRICTE,BEGINN	DR		147,102.00
(013129)	01-9011-0-	-	- 5640	DONATIONS PROGR,BEGINI	DR		1,936.00
(013131)	01-9015-0-	-	- 9791-	SPECIAL ED/WORK,BEGINN	DR		57.00
(013139)	01-9016-0-	-	- 9791-	DONATIONS,BEGINNING FU	DR		419,862.00
(013154)	01-9051-0-	-	- 9791-	ASB FUNDS,BEGINNING FUJ	CR	22,142.00	
(027506)	08-8210-0-	-	- 9791-	Stundt Activity,BEGINNING	DR		625,987.00
(013192)	11-0700-0-	-	- 9791-	LCFF SUPP FUNDI,BEGINNII	DR		20,456.00
(028161)	11-0800-0-	-	- 9791-	,BEGINNING FUND	DR		21,981.00
(013210)	11-0831-0-	-	- 9791-	ADULT ED APPORT,BEGINN	DR		3,998.00
(013260)	11-9010-0-	-	- 9791-	OTHER RESTRICTE,BEGINN	DR		2,158.00
(013291)	13-5310-0-	-	- 9791-	CHLD NUTR:SCHOO,BEGINI	DR		233,265.00
(033446)	13-5460-0-	-	- 9791-	CACFP COVID ECR,BEGINN	DR		47,606.00
(028164)	13-7027-0-	-	- 9791-	CH NUTR ST CV19,BEGINNII	DR		1,129.00
(033454)	13-7028-0-	-	- 9791-	Kitchen Upgrade,BEGINNING	DR		25,000.00
(033455)	13-7029-0-	-	- 9791-	Staff Training,BEGINNING	DR		13,401.00
(013302)	13-9010-0-	-	- 9791-	OTHER RESTRICTE,BEGINN	DR		164,802.00
(021866)	13-9016-0-	-	- 9791-	DONATIONS,BEGINNING FU	DR		11.00
(013307)	14-0000-0-	-	- 9791-	NO REPORTING RE,BEGINN	CR	122,920.00	
(013308)	14-0825-0-	-	- 9791-	DEF'D MAINT APP,BEGINNII	DR		191,859.00
(013309)	14-0826-0-	-	- 9791-	DEF'D MAINT APP,BEGINNII	DR		25,511.00
(013315)	20-0000-0-	-	- 9791-	NO REPORTING RE,BEGINN	DR		9,622.00
(013320)	21-9720-0-	-	- 9791-	2012 SERIES A G,BEGINNIN	DR		748,605.00
(009668)	21-9720-0-0000-0000-0000-0000	-	- 9791-	2012 SERIES A G,BEGINNIN	CR	748,605.00	
(013321)	21-9722-0-	-	- 9791-	ELEMENTARY BOND,BEGIN	CR	6,045.00	
(013322)	21-9723-0-	-	- 9791-	SECONDARY BOND,BEGINN	DR		5,299.00
(013323)	21-9730-0-	-	- 9791-	BUILDING FUND -,BEGINNIN	DR		1,519,895.00
(009776)	21-9730-0-0000-0000-0000-0000	-	- 9791-	BUILDING FUND -,BEGINNIN	CR	1,519,895.00	
(013326)	21-9733-0-	-	- 9791-	BOND A SECONDAR,BEGINI	DR		2,267,370.00
(013327)	21-9734-0-	-	- 9791-	BOND A ELEM,BEGINNING F	CR	520,972.00	
(021857)	21-9735-0-	-	- 9791-	Bond B Secondar,BEGINNING	DR		827,627.00
(021858)	21-9736-0-	-	- 9791-	Bond B Elem,BEGINNING FU	DR		394,760.00
(033444)	21-9737-0-	-	- 9791-	Series C Second,BEGINNING	DR		137,414.00
(033445)	21-9738-0-	-	- 9791-	Series C Elem,BEGINNING F	DR		66,761.00

Account		Description		Comment	From	To
(continued)	JE # BR23-00452	JE Trans Date 09/28/2022	JE Posted 09/28/2022	Comment Adjust Revised Starting Balances to Actuals		
(013328)	25-0000-0-	-	- 9791-	NO REPORTING RE,BEGINN	DR	106,556.00
(013330)	25-9010-0-	-	- 9791-	OTHER RESTRICTE,BEGINN	DR	1,181,806.00
(013335)	40-0000-0-	-	- 9791-	NO REPORTING RE,BEGINN	DR	40,277.00
(022984)	40-9720-0-	-	- 9791-	2012 SERIES A G,BEGINNIN	DR	4,428,730.00
(022987)	40-9730-0-	-	- 9791-	BUILDING FUND -,BEGINNIN	DR	6,310,807.00
(022979)	40-9731-0-	-	- 9791-	SCCS PROCEEDS 2,BEGINN	DR	169,079.00
(027518)	56-9732-0-	-	- 9791-	QUALIFIED SCHOO,BEGINN	DR	452,880.00
(013338)	73-0000-0-	-	- 9791-	NO REPORTING RE,BEGINN	CR	49,850.00
(013339)	73-0961-0-	-	- 9791-	A.G. WILSON FAM,BEGINNII	DR	11,210.00
(013340)	73-0962-0-	-	- 9791-	DAVE COX MEMORI,BEGINN	DR	392.00
(013341)	73-0963-0-	-	- 9791-	KAILA TINDEL ME,BEGINNIN	DR	1.00
(013342)	73-0964-0-	-	- 9791-	MARIJANE E. (LI),BEGINNING	DR	6,672.00
(013343)	73-0965-0-	-	- 9791-	J.U.DELLAMORA M,BEGINNI	DR	17.00
(013344)	73-0966-0-	-	- 9791-	GINO PANELLI ME,BEGINNIF	DR	15,233.00
(013345)	73-0967-0-	-	- 9791-	BILL DOYLE MEMO,BEGINNI	DR	2,094.00
(013346)	73-0968-0-	-	- 9791-	D. MUNRO JR MEMI,BEGINNI	DR	4,730.00
(013347)	73-0969-0-	-	- 9791-	BRM Scholarship,BEGINNING	DR	1,850.00
(013348)	73-0971-0-	-	- 9791-	NFF/D SCOPETTO,BEGINN	DR	4,392.00
(013349)	73-0972-0-	-	- 9791-	B-MITCHELL ATHL,BEGINNIF	DR	206.00
(013351)	73-0974-0-	-	- 9791-	WARREN SCHOLARS,BEGIN	DR	1,882.00
(013353)	73-0976-0-	-	- 9791-	THURSTON SCHOLA,BEGIN	DR	1,498,305.00
(013354)	73-0977-0-	-	- 9791-	HENRY & LOUISE,BEGINNIN	DR	3,702.00
(013355)	73-0978-0-	-	- 9791-	ANGELL TRUST SC,BEGINN	DR	77,834.00
(013356)	73-0979-0-	-	- 9791-	HASTINGS HUTCHI,BEGINNI	DR	5,482.00
(013357)	73-0980-0-	-	- 9791-	SOQUEL PRINCIPA,BEGINNI	DR	26.00
(013359)	73-0982-0-	-	- 9791-	DON GRAVELLE BA,BEGINN	DR	65.00
(013360)	73-0983-0-	-	- 9791-	LOMA PRIETA SCH,BEGINNI	DR	8,111.00
(013362)	73-0985-0-	-	- 9791-	ARTEMIS DRULIAS,BEGINNI	DR	70,491.00
(013363)	73-0986-0-	-	- 9791-	SCHS TRUST SCHO,BEGINI	DR	2,046.00
(013364)	73-0987-0-	-	- 9791-	TENGLER SCHOLAR,BEGINI	DR	4,225.00
(013365)	73-0988-0-	-	- 9791-	MORRELLI SCHOLA,BEGINN	DR	2,181.00
(013366)	73-0989-0-	-	- 9791-	FRANK GEORGE SC,BEGINI	DR	3,334.00
(013367)	73-0990-0-	-	- 9791-	MCDOWELL SCHOLA,BEGIN	DR	69,633.00
(013368)	73-0991-0-	-	- 9791-	BERRY-SMITH SCH,BEGINN	DR	73.00
(013369)	73-0992-0-	-	- 9791-	BURT LOWE SCHOL,BEGINI	DR	132,698.00
(013372)	73-0995-0-	-	- 9791-	DIANE TRAPIN ME,BEGINNIF	DR	3,547.00
(013373)	73-0996-0-	-	- 9791-	HARBOR HS AVID,BEGINNII	DR	51.00

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Account		Description		Comment		From	To
(continued)	JE # BR23-00452	JE Trans Date 09/28/2022	JE Posted 09/28/2022	Comment Adjust Revised Starting Balances to Actuals			
(013374)	73-0997-0-	-	- 9791-	TOSTA FAMILY SC,BEGINNII	DR		28,983.00
(013375)	73-0998-0-	-	- 9791-	LYNETTE SEIBEL,BEGINNIN	DR		320.00
(013376)	73-0999-0-	-	- 9791-	MARCUS KENNETH,BEGINN	DR		40.00
Net increase to Appropriations						20,204,700.00	73,951,520.00

JE # BR23-00453		JE Posted 09/28/2022		Comment BL-EWR51073 LOPEZ, ARELI 9/16/22-11/15/23		From	To
(024284)	01-3010-0-1110-1000-2130-524-0000			BAS GNT LOW-INC.CLASS II	CR		3,412.00
(024279)	01-3010-0-1110-1000-3312-524-0000			BAS GNT LOW-INC.FICA:CL/	CR		212.00
(024280)	01-3010-0-1110-1000-3332-524-0000			BAS GNT LOW-INC.MEDICAF	CR		50.00
(024282)	01-3010-0-1110-1000-3502-524-0000			BAS GNT LOW-INC.STATE U	CR		18.00
(024283)	01-3010-0-1110-1000-3602-524-0000			BAS GNT LOW-INC.WORKEF	CR		67.00
(024284)	01-3010-0-1110-1000-2130-524-0000			BAS GNT LOW-INC.CLASS II BL-EWR51267 LOPEZ, ARELI 8/16/22-9/15/22	CR		904.00
(024279)	01-3010-0-1110-1000-3312-524-0000			BAS GNT LOW-INC.FICA:CL/ BL-EWR51267 LOPEZ, ARELI 8/16/22-9/15/22	CR		57.00
(024280)	01-3010-0-1110-1000-3332-524-0000			BAS GNT LOW-INC.MEDICAF BL-EWR51267 LOPEZ, ARELI 8/16/22-9/15/22	CR		14.00
(024282)	01-3010-0-1110-1000-3502-524-0000			BAS GNT LOW-INC.STATE U BL-EWR51267 LOPEZ, ARELI 8/16/22-9/15/22	CR		5.00
(024283)	01-3010-0-1110-1000-3602-524-0000			BAS GNT LOW-INC.WORKEF BL-EWR51267 LOPEZ, ARELI 8/16/22-9/15/22	CR		18.00
(024285)	01-3010-0-1110-1000-4300-524-0000			BAS GNT LOW-INC.MATERI/ BL-EWR51267 LOPEZ, ARELI 8/16/22-9/15/22	DR	4,757.00	
Net increase to Appropriations						4,757.00	4,757.00

JE # BR23-00454		JE Posted 09/29/2022		Comment AR - Cover CIA SEC Negatives		From	To
(025935)	01-3213-0-1110-1000-4399-830-0000			ESSER III ARP,HOLDING AC:AR - Cover Negatives	DR	765.00	
(031626)	01-3213-0-1150-1000-5200-530-0000			ESSER III ARP,TRAVEL & CC	CR		765.00
Net increase to Appropriations						765.00	765.00

JE # BR23-00455		JE Posted 09/29/2022		Comment AR - SEC CASE Conference Hotel Registration		From	To
(025935)	01-3213-0-1110-1000-4399-830-0000			ESSER III ARP,HOLDING AC:	DR	1,592.00	
(029199)	01-3213-0-1200-1000-5200-530-0000			ESSER III ARP,TRAVEL & CC	CR		1,592.00
Net increase to Appropriations						1,592.00	1,592.00

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Account	Description	Comment	From	To
JE # BR23-00456	JE Trans Date 09/29/2022	JE Posted 09/29/2022	Comment BL - ASL Interpreter	
(033495) 01-0700-0-1110-1000-5800-027-0000	LCFF SUPP FUNDI,PROF/CC	CR		250.00
(003642) 01-0700-0-1110-1000-4300-027-0000	LCFF SUPP FUNDI,MATERIA	DR	250.00	
			250.00	250.00
JE # BR23-00457	JE Trans Date 09/29/2022	JE Posted 09/29/2022	Comment JL - Supplies for Amine Vice Principal	
(033074) 01-4127-0-1110-1000-5200-535-0044	ESEA:STDNT SUPP,TRAVEL	DR	63.00	
(033419) 01-4127-0-1110-1000-4300-535-0044	ESEA:STDNT SUPP,MATERI	CR		63.00
			63.00	63.00
JE # BR23-00458	JE Trans Date 09/29/2022	JE Posted 09/29/2022	Comment JL-For IXL License renewal	
(006668) 01-6500-0-5760-1110-5800-230-0000	SE:STATE LOCAL,PROF/CO	CR		3,546.00
(006661) 01-6500-0-5760-1110-4400-230-0000	SE:STATE LOCAL,NON-CAF	DR	3,006.00	
(016391) 01-6500-0-5760-1110-5800-220-0000	SE:STATE LOCAL,PROF/CO	CR		1,984.00
(006659) 01-6500-0-5760-1110-4400-220-0000	SE:STATE LOCAL,NON-CAF	DR	641.00	
(006644) 01-6500-0-5760-1110-4200-230-0000	SE:STATE LOCAL,BOOKS &	DR	500.00	
(006653) 01-6500-0-5760-1110-4300-230-0000	SE:STATE LOCAL,MATERIA	DR	40.00	
(006648) 01-6500-0-5760-1110-4300-205-0000	SE:STATE LOCAL,MATERIA	DR	1,343.00	
			5,530.00	5,530.00
JE # BR23-00459	JE Trans Date 09/29/2022	JE Posted 09/29/2022	Comment BD- MATH PLUS STIPENDS & EWR 50976 CARRILLO OV	
(024356) 01-3010-0-0000-2495-2200-532-0000	BAS GNT LOW-INC.CLASS:S	CR		250.00
(024346) 01-3010-0-1110-1000-1160-532-0000	BAS GNT LOW-INC.CERT SA	CR		8,000.00
(033356) 01-3010-0-1110-1000-2190-532-0000	BAS GNT LOW-INC.CLASS:IF	CR		8,148.00
(024350) 01-3010-0-1110-1000-3312-532-0000	BAS GNT LOW-INC,FICA:CL/	CR		506.00
(024342) 01-3010-0-1110-1000-3331-532-0000	BAS GNT LOW-INC,MEDICAF	CR		116.00
(024351) 01-3010-0-1110-1000-3332-532-0000	BAS GNT LOW-INC,MEDICAF	CR		119.00
(024344) 01-3010-0-1110-1000-3501-532-0000	BAS GNT LOW-INC.STATE U	CR		40.00
(024353) 01-3010-0-1110-1000-3502-532-0000	BAS GNT LOW-INC.STATE U	CR		41.00
(024345) 01-3010-0-1110-1000-3601-532-0000	BAS GNT LOW-INC.WORKEF	CR		155.00
(024354) 01-3010-0-1110-1000-3602-532-0000	BAS GNT LOW-INC.WORKEF	CR		160.00
(032803) 01-3010-0-1195-1000-1130-532-0000	BAS GNT LOW-INC,CERT SA	CR		40.00
(031918) 01-3010-0-1370-1000-1100-532-0000	BAS GNT LOW-INC,CERT:TE	CR		450.00
(032802) 01-3010-0-1370-1000-1130-532-0000	BAS GNT LOW-INC,CERT SA	CR		40.00
(031923) 01-3010-0-1370-1000-3311-532-0000	BAS GNT LOW-INC,FICA:CEI	CR		3.00
(031924) 01-3010-0-1370-1000-3331-532-0000	BAS GNT LOW-INC,MEDICAF	CR		7.00
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)		ESCAPE	ONLINE

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Account		Description		Comment	From	To
JE #	BR23-00459	JE Trans Date	09/29/2022	JE Posted 09/29/2022	Comment BD- MATH PLUS STIPENDS & EWR 50976 CARRILLO OV	
(031926)	01-3010-0-1370-1000-3501-532-0000			BAS GNT LOW-INC.STATE U	CR	2.00
(031927)	01-3010-0-1370-1000-3601-532-0000			BAS GNT LOW-INC.WORKEF	CR	10.00
(024366)	01-3010-0-1110-1000-4300-532-0000			BAS GNT LOW-INC.MATERI/	DR	18,087.00
					18,087.00	18,087.00
JE #	BR23-00460	JE Trans Date	09/29/2022	JE Posted 09/29/2022	Comment FL - Library Subscription	
(008736)	01-9016-0-1110-1000-4300-021-2101			DONATIONS,MATERIALS & €	DR	1,399.00
(033512)	01-9016-0-1110-1000-4300-021-2101			DONATIONS,PROF/CONSUL	CR	1,399.00
					1,399.00	1,399.00
JE #	BR23-00461	JE Trans Date	09/29/2022	JE Posted 09/29/2022	Comment SJ-EMP REIMBS.	
(025134)	01-3010-0-1110-1000-4399-530-0000			BAS GNT LOW-INC,HOLDINC	DR	740.00
(025133)	01-3010-0-1370-1000-5200-530-0000			BAS GNT LOW-INC,TRAVEL	CR	740.00
					740.00	740.00
JE #	BR23-00462	JE Trans Date	09/29/2022	JE Posted 09/29/2022	Comment JL-Correct Lease C/O	
(027796)	01-9010-0-0000-7300-4300-058-0999			OTHER RESTRICTE,MATERI	CR	32,104.00
(027811)	01-9010-0-0000-7300-4300-058-0554			OTHER RESTRICTE,MATERI	CR	3,500.00
(021818)	01-9010-0-0000-7600-4300-058-0556			OTHER RESTRICTE,MATERI	CR	772.00
(021820)	01-9010-0-0000-7600-4300-058-0558			OTHER RESTRICTE,MATERI	CR	15,136.00
(033033)	01-9010-0-0000-8999-058-0000			OTHER RESTRICTE,CARRYI	DR	51,512.00
					Net increase to Appropriations	.00
					103,024.00	103,024.00
JE #	BR23-00463	JE Trans Date	09/29/2022	JE Posted 09/29/2022	Comment GM-CSA HEALTH EDUCATION	
(002846)	01-0000-0-3300-1000-4300-039-0000			NO REPORTING RE,MATERI	DR	900.00
(033536)	01-0000-0-3300-2140-5800-039-0000			NO REPORTING RE,PROF/C	CR	900.00
					900.00	900.00
JE #	BR23-00464	JE Trans Date	09/30/2022	JE Posted 09/30/2022	Comment BC - Steps to Success invoices SY 21-22	
(028174)	01-6537-0-5760-1110-4300-220-0000			Sped Learn Rec,MATERIALS	DR	1,750.00
(029327)	01-6537-0-5760-1180-5800-220-0000			Sped Learn Rec,PROF/CONS	CR	1,750.00
(028175)	01-6537-0-5760-1110-4300-230-0000			Sped Learn Rec,MATERIALS	DR	625.00
(029326)	01-6537-0-5760-1180-5800-230-0000			Sped Learn Rec,PROF/CONS	CR	625.00

Account		Description		Comment		From	To
(continued)	JE # BR23-00464	JE Trans Date 09/30/2022	JE Posted 09/30/2022	Comment BC - Steps to Success invoices SY 21-22			
(006979)	01-6500-0-5760-1190-4300-220-0000		SE:STATE LOCAL ,MATERIA	DR	197.00		
(006676)	01-6500-0-5760-1190-5800-220-0000		SE:STATE LOCAL ,PROF/CO	CR			197.00
(006984)	01-6500-0-5760-1190-4300-230-0000		SE:STATE LOCAL ,MATERIA	DR	866.00		
(025759)	01-6500-0-5760-1190-5800-230-0000		SE:STATE LOCAL ,PROF/COI	CR			866.00
						3,438.00	3,438.00
JE # BR23-00465		JE Trans Date 09/29/2022	JE Posted 09/30/2022	Comment BL-DU90857			
(008124)	01-9010-0-1110-1000-4300-033- I N33		OTHER RESTRICTE,MATERI	BL-DU90857 SPRIG CK4533	CR		10,545.00
			CLAIM599329 HHS BIKE CLASS				
			THEFT				
(011873)	01-9010-0-0000-0000-8699-033- I N33		OTHER RESTRICTE,ALL OTI	BL-DU90857 SPRIG CK4533	DR		10,545.00
			CLAIM599329 HHS BIKE CLASS				
			THEFT				
(007927)	01-9010-0-0000-8110-4300-049- I N49		OTHER RESTRICTE,MATERI	BL-DU90857 FED INS CO CK3052	CR		1,267.00
			CLAIM 601686 D.O. BREAK-IN				
(007602)	01-9010-0-0000-0000-8699-049- I N49		OTHER RESTRICTE,ALL OTI	BL-DU90857 FED INS CO CK3052	DR		1,267.00
			CLAIM 601686 D.O. BREAK-IN				
(008283)	01-9010-0-1150-1000-4300-031- 0089		OTHER RESTRICTE,MATERI	BL-DU90857 SCIENCE-CKS/CASH	CR		485.00
			ERIN PETERSON LINDBERG				
(008241)	01-9010-0-1130-1000-4300-031- 0089		OTHER RESTRICTE,MATERI	BL-DU90857 NUTRITION - CASH	CR		30.00
(007561)	01-9010-0-0000-0000-8689-031- 0089		OTHER RESTRICTE,ALL OTI	BL-DU90857 SCIENCE ERIN PL, NUTRITION	DR		515.00
(008375)	01-9010-0-1530-1000-4300-032- 0089		OTHER RESTRICTE,MATERI	BL-DU90857 WOODSHOP-CKS/\$75	CR		900.00
			CASH				
(007562)	01-9010-0-0000-0000-8689-032- 0089		OTHER RESTRICTE,ALL OTI	BL-DU90857 WOODSHOP-CKS/\$75	DR		900.00
			CASH				
(013478)	01-9016-0-1250-1000-4300-032- 3210		DONATIONS,MATERIALS &	BL-DU90857 CHOIR	CR		500.00
			CK1335,1632,2345,3228,1767				
(013480)	01-9016-0-0000-0000-8699-032- 3210		DONATIONS,ALL OTHER LO	BL-DU90857 CHOIR	DR		500.00
			CK1335,1632,2345,3228,1767				
(016172)	01-9016-0-1380-4100-4300-032- 3211		DONATIONS,MATERIALS &	BL-DU90857 WAVE CK369	CR		50.00
			SCHWARTZ/KEYTON				
(016231)	01-9016-0-0000-0000-8699-032- 3211		DONATIONS,ALL OTHER LO	BL-DU90857 WAVE CK369	DR		50.00
			SCHWARTZ/KEYTON				
(008217)	01-9010-0-1110-2420-4300-032- 0089		OTHER RESTRICTE,MATERI	BL-DU90857 MH LIBRARY CKS/\$80	CR		179.00
			CASH				
(007562)	01-9010-0-0000-0000-8689-032- 0089		OTHER RESTRICTE,ALL OTI	BL-DU90857 MH LIBRARY CKS/\$80	DR		179.00
			CASH				

Account	Description	Comment	From	To
(continued)	JE # BR23-00465	JE Trans Date 09/29/2022	JE Posted 09/30/2022	Comment BL-DU90857
(008833)	01-9016-0-1110-2420-4300-032-0051	DONATIONS,MATERIALS & § BL-DU90857 MH LIBRARY CK2920	CR	40.00
(008486)	01-9016-0-0000-0000-8699-032-0051	KETT DONATIONS,ALL OTHER LO BL-DU90857 MH LIBRARY CK2920	DR	40.00
(008983)	01-9016-0-1200-1000-4300-033-0051	KETT DONATIONS,MATERIALS & § BL-DU90857 HHS SOC STDS CK172	CR	300.00
(008490)	01-9016-0-0000-0000-8699-033-0051	RAFFO DONATIONS,ALL OTHER LO BL-DU90857 HHS SOC STDS CK172	DR	300.00
(008772)	01-9016-0-1110-1000-4300-033-0051	RAFFO DONATIONS,MATERIALS & § BL-DU90857 HHS SWAG CASH	CR	4.00
(008490)	01-9016-0-0000-0000-8699-033-0051	DONATIONS,ALL OTHER LO BL-DU90857 HHS SWAG CASH	DR	4.00
(009127)	01-9016-0-1530-1000-4300-033-0051	DONATIONS,MATERIALS & § BL-DU90857 HHS WOODSHOP	CR	135.00
(008490)	01-9016-0-0000-0000-8699-033-0051	CKS/CASH DONATIONS,ALL OTHER LO BL-DU90857 HHS WOODSHOP	DR	135.00
(007981)	01-9010-0-0000-8300-4300-033-0088	CKS/CASH OTHER RESTRICTE,MATERI BL-DU90857 HHS PARKING	CR	12.00
(007582)	01-9010-0-0000-0000-8699-033-0088	OTHER RESTRICTE,ALL OTI BL-DU90857 HHS PARKING	DR	12.00
(008084)	01-9010-0-1110-1000-4100-033-0089	OTHER RESTRICTE,APPR T BL-DU90857 HHS LIBRARY LOST BKS	CR	143.00
(007563)	01-9010-0-0000-0000-8689-033-0089	CK 3179 \$99 ANDERSON/ CASH OTHER RESTRICTE,ALL OTI BL-DU90857 HHS LIBRARY LOST BKS	DR	143.00
(008252)	01-9010-0-1140-1000-5800-035-0088	CK 3179 \$99 ANDERSON/ CASH OTHER RESTRICTE,PROF/C BL-DU90857 SHS PE UNIFORMS	CR	3,895.00
(007588)	01-9010-0-0000-0000-8699-035-0088	CKS/\$3310 CASH OTHER RESTRICTE,ALL OTI BL-DU90857 SHS PE UNIFORMS	DR	3,895.00
		CKS/\$3310 CASH		
		Net increase to Appropriations	.00	36,970.00

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Account	Description	Comment	From	To
(continued)	JE # BR23-00466	JE Trans Date 09/29/2022	JE Posted 09/30/2022	Comment BL-DU90857
(007924)	01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTE,MATERI BL-DU90857 SC W.POLO CK1537	CR	4,529.00
(007599)	01-9010-0-0000-0000-8699-049-FACU	1040796,7970892,14329134,6369096 OTHER RESTRICTE,ALL OTI BL-DU90857 SC W.POLO CK1537	DR	4,529.00
(007924)	01-9010-0-0000-8110-4300-049-FACU	1040796,7970892,14329134,6369096 OTHER RESTRICTE,MATERI BL-DU90857 SC W.POLO CK1538	CR	841.00
(007599)	01-9010-0-0000-0000-8699-049-FACU	10848612,8281950 USE OTHER RESTRICTE,ALL OTI BL-DU90857 SC W.POLO CK1538	DR	841.00
(007924)	01-9010-0-0000-8110-4300-049-FACU	10848612,8281950 USE OTHER RESTRICTE,MATERI BL-DU90857 SC CITY YTH SOCC	CR	6,340.00
		CK3530 11 INV, +\$80 CREDIT USE		

Account		Description	Comment	From	To
(continued)	JE # BR23-00466	JE Trans Date 09/29/2022	JE Posted 09/30/2022	Comment BL-DU90857	
(007599)	01-9010-0-0000-0000-8699-049- FACU	OTHER RESTRICTE,ALL OTI BL-DU90857 SC CITY YTH SOCC	OTHER RESTRICTE,ALL OTI BL-DU90857 SC CITY YTH SOCC	DR	6,340.00
(007943)	01-9010-0-0000-8200-2290-899- FACU	OTHER RESTRICTE,CLASS BL-DU90857 SC CITY YTH SOCC	CK3530 4 INV, +\$80 CREDIT USE	CR	376.00
(007626)	01-9010-0-0000-0000-8699-899- FACU	OTHER RESTRICTE,ALL OTI BL-DU90857 SC CITY YTH SOCC	CK3530 4 INV O/C	DR	376.00
(007924)	01-9010-0-0000-8110-4300-049- FACU	OTHER RESTRICTE,MATERI BL-DU90857 US SPORTS CAMPS CP	CK3530 4 INV O/C	CR	2,938.00
(007599)	01-9010-0-0000-0000-8699-049- FACU	OTHER RESTRICTE,ALL OTI BL-DU90857 US SPORTS CAMPS CP	CK2167 16100421 USE	DR	2,938.00
(007924)	01-9010-0-0000-8110-4300-049- FACU	OTHER RESTRICTE,MATERI BL-DU90857 SC HAWKS FASTPITCH	CK2167 16100421 USE	CR	180.00
(007599)	01-9010-0-0000-0000-8699-049- FACU	OTHER RESTRICTE,ALL OTI BL-DU90857 SC HAWKS FASTPITCH	CP CK2167 7263370 USE	DR	180.00
(007924)	01-9010-0-0000-8110-4300-049- FACU	OTHER RESTRICTE,MATERI BL-DU90857 ADULT FUTSAL CP	CP CK2167 7263370 USE	CR	1,050.00
(007599)	01-9010-0-0000-0000-8699-049- FACU	OTHER RESTRICTE,ALL OTI BL-DU90857 ADULT FUTSAL CP	CK2167 8217908,14265394 USE	DR	1,050.00
(007924)	01-9010-0-0000-8110-4300-049- FACU	OTHER RESTRICTE,MATERI BL-DU90857 EVENTS MGR CP	CK2167 8217908,14265394 USE	CR	303.00
(007599)	01-9010-0-0000-0000-8699-049- FACU	OTHER RESTRICTE,ALL OTI BL-DU90857 EVENTS MGR CP	CK2167 1757844,4061833 USE	DR	303.00
(007943)	01-9010-0-0000-8200-2290-899- FACU	OTHER RESTRICTE,CLASS BL-DU90857 EVENTS MGR CP	CK2167 1757844,4061833 O/C	CR	94.00
(007626)	01-9010-0-0000-0000-8699-899- FACU	OTHER RESTRICTE,ALL OTI BL-DU90857 EVENTS MGR CP	CK2167 1757844,4061833 O/C	DR	94.00
(007924)	01-9010-0-0000-8110-4300-049- FACU	OTHER RESTRICTE,MATERI BL-DU90857 KOOKS LACRSS CP	CK2167 7550511 USE	CR	250.00
(007599)	01-9010-0-0000-0000-8699-049- FACU	OTHER RESTRICTE,ALL OTI BL-DU90857 KOOKS LACRSS CP	CK2167 7550511 USE	DR	250.00
(007924)	01-9010-0-0000-8110-4300-049- FACU	OTHER RESTRICTE,MATERI BL-DU90857 NORCAL AQUATICS CP	CK2167 14922750,10336988 USE	CR	8,272.00
(007599)	01-9010-0-0000-0000-8699-049- FACU	OTHER RESTRICTE,ALL OTI BL-DU90857 NORCAL AQUATICS CP	CK2167 14922750,10336988 USE	DR	8,272.00
(007924)	01-9010-0-0000-8110-4300-049- FACU	OTHER RESTRICTE,MATERI BL-DU90857 FLEET FEET CP CK2167	7351092 USE	CR	344.00
(007599)	01-9010-0-0000-0000-8699-049- FACU	OTHER RESTRICTE,ALL OTI BL-DU90857 FLEET FEET CP CK2167	7351092 USE	DR	344.00

Account		Description	Comment	From	To
(continued)	JE # BR23-00466	JE Trans Date 09/29/2022	JE Posted 09/30/2022	Comment BL-DU90857	
(007924)	01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTE,MATERI	BL-DU90857 SC BIBLE CHURCH CP	CR	720.00
(007599)	01-9010-0-0000-0000-8699-049-FACU	OTHER RESTRICTE,ALL OTI	BL-DU90857 SC BIBLE CHURCH CP	DR	720.00
(007924)	01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTE,MATERI	BL-DU90857 FAITH COMM CHURCH CP	CR	498.00
(007599)	01-9010-0-0000-0000-8699-049-FACU	OTHER RESTRICTE,ALL OTI	BL-DU90857 FAITH COMM CHURCH CP	DR	498.00
(007924)	01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTE,MATERI	BL-DU90857 SC VOLL YB PROJ.CP	CR	420.00
(007599)	01-9010-0-0000-0000-8699-049-FACU	OTHER RESTRICTE,ALL OTI	BL-DU90857 SC VOLL YB PROJ.CP	DR	420.00
(007924)	01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTE,MATERI	BL-DU90857 PEREZ/KERSEY	CR	200.00
(007599)	01-9010-0-0000-0000-8699-049-FACU	OTHER RESTRICTE,ALL OTI	BL-DU90857 PEREZ/KERSEY	DR	200.00
(007924)	01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTE,MATERI	BL-DU90857 SC W.POLO CP CK2167	CR	260.00
(007599)	01-9010-0-0000-0000-8699-049-FACU	OTHER RESTRICTE,ALL OTI	BL-DU90857 SC W.POLO CP CK2167	DR	260.00
(007924)	01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTE,MATERI	BL-DU90857 SC WAVES CP CK2167	CR	180.00
(007599)	01-9010-0-0000-0000-8699-049-FACU	OTHER RESTRICTE,ALL OTI	BL-DU90857 SC WAVES CP CK2167	DR	180.00
(007924)	01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTE,MATERI	BL-DU90857 SC TENNIS CP CK2167	CR	360.00
(007599)	01-9010-0-0000-0000-8699-049-FACU	OTHER RESTRICTE,ALL OTI	BL-DU90857 SC TENNIS CP CK2167	DR	360.00
(007943)	01-9010-0-0000-8200-2290-899-FACU	OTHER RESTRICTE,CLASS	BL-DU90857 SC W.POLO CK1537	CR	975.00
(007626)	01-9010-0-0000-0000-8699-899-FACU	OTHER RESTRICTE,ALL OTI	BL-DU90857 SC W.POLO CK1537	DR	975.00

Net increase to Appropriations .00

58,260.00

JE # BR23-00467		JE Trans Date 09/30/2022	JE Posted 09/30/2022	Comment BC-STEPS TO SUCCESS INVOICES SY 21-22
(028175)	01-6537-0-5760-1110-4300-230-0000	Sped Learn Rec,MATERIALS		DR 250.00
(032177)	01-6537-0-5760-1190-5800-230-0000	Sped Learn Rec,PROF/CONS		CR 250.00

Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = A, Recap? = N)

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Account	Description	Comment	From	To
JE # BR23-00468 JE Trans Date 10/03/2022 JE Posted 10/03/2022 Comment JL-PE UNIFORMS				
(008252) 01-9010-0-1140-1000-5800-035-0088	OTHER RESTRICTE,PROFIC	CR		788.00
(008246) 01-9010-0-1140-1000-4300-035-0088	OTHER RESTRICTE,MATERI	DR	788.00	
			788.00	788.00
JE # BR23-00469 JE Trans Date 10/03/2022 JE Posted 10/03/2022 Comment BD-TO CORRECT EMP.REIMB. HILDERBRAND				
(024181) 01-3550-0-6000-1000-4300-535-0000	C. PERKINS CTE.;MATERIAL	DR	950.00	
(033552) 01-3550-0-6000-1000-5200-535-0000	C. PERKINS CTE.; TRAVEL &	CR		950.00
			950.00	950.00
JE # BR23-00470 JE Trans Date 10/03/2022 JE Posted 10/03/2022 Comment BL-COVER PARAED/SITE PGRM COORD/LIFE LAB SPEC				
(014554) 01-9016-0-1110-1000-2100-027-0052	DONATIONS,CLASS:INSTRU BL-COVER PARAEDUCATORS	CR		47,622.00
(011809) 01-9016-0-1110-1000-3312-027-0052	DONATIONS,FICA:CLASS,IN BL-COVER PARAEDUCATORS	CR		2,963.00
(011810) 01-9016-0-1110-1000-3332-027-0052	DONATIONS,MEDICARE:CL/ BL-COVER PARAEDUCATORS	CR		691.00
(011737) 01-9016-0-1110-1000-3502-027-0052	DONATIONS,STATE UNEMP BL-COVER PARAEDUCATORS	CR		239.00
(011840) 01-9016-0-1110-1000-3602-027-0052	DONATIONS,WORKERS' CO BL-COVER PARAEDUCATORS	CR		923.00
(011163) 01-9016-0-1110-1000-4300-027-0052	DONATIONS,MATERIALS & BL-COVER PARAEDUCATORS	DR	52,428.00	
(008888) 01-9016-0-1120-2495-2200-027-2729	DONATIONS,CLASS:SUPPOI BL-COVER SITE PGRM COORD.	CR		10,675.00
(008891) 01-9016-0-1120-2495-3312-027-2729	DONATIONS,FICA:CLASS,P/ BL-COVER SITE PGRM COORD.	CR		662.00
(008892) 01-9016-0-1120-2495-3332-027-2729	DONATIONS,MEDICARE:CL/ BL-COVER SITE PGRM COORD.	CR		155.00
(008893) 01-9016-0-1120-2495-3502-027-2729	DONATIONS,STATE UNEMP BL-COVER SITE PGRM COORD.	CR		54.00
(008894) 01-9016-0-1120-2495-3602-027-2729	DONATIONS,WORKERS' CO BL-COVER SITE PGRM COORD.	CR		207.00
(014587) 01-9016-0-1250-1000-4300-027-2729	DONATIONS,MATERIALS & BL-COVER SITE PGRM COORD.	DR	11,753.00	
(014544) 01-9016-0-1540-1000-2100-027-0052	DONATIONS,CLASS:INSTRU BL-COVER LIFE LAB	CR		6,557.00
(014548) 01-9016-0-1540-1000-3202-027-0052	DONATIONS,PERS:CLASSIF BL-COVER LIFE LAB	CR		1,600.00
(014549) 01-9016-0-1540-1000-3312-027-0052	DONATIONS,FICA:CLASS,IN BL-COVER LIFE LAB	CR		407.00
(014550) 01-9016-0-1540-1000-3332-027-0052	DONATIONS,MEDICARE:CL/ BL-COVER LIFE LAB	CR		96.00
(014552) 01-9016-0-1540-1000-3502-027-0052	DONATIONS,STATE UNEMP BL-COVER LIFE LAB	CR		33.00
(014553) 01-9016-0-1540-1000-3602-027-0052	DONATIONS,WORKERS' CO BL-COVER LIFE LAB	CR		128.00
(026130) 01-9016-0-1540-1000-4300-027-0052	DONATIONS,MATERIALS & BL-COVER LIFE LAB	DR	8,040.00	
(011163) 01-9016-0-1110-1000-4300-027-0052	DONATIONS,MATERIALS & BL-COVER LIFE LAB	DR	781.00	
			73,002.00	73,002.00

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Account		Description		Comment	From	To
JE #	BR23-00471	JE Trans Date	10/03/2022	JE Posted 10/03/2022	Comment BL-COVER NEGATIVES	
(008571)	01-9016-0-0000-2420-2200-023-0052			DONATIONS,CLASS:SUPPOI	CR	1,335.00
(008574)	01-9016-0-0000-2420-3202-023-0052			DONATIONS,PERS:CLASSIF	CR	260.00
(008577)	01-9016-0-0000-2420-3312-023-0052			DONATIONS,FICA:CLASS.IN	CR	83.00
(008580)	01-9016-0-0000-2420-3332-023-0052			DONATIONS,MEDICARE:CLF	CR	19.00
(008584)	01-9016-0-0000-2420-3502-023-0052			DONATIONS,STATE UNEMP	CR	7.00
(008585)	01-9016-0-0000-2420-3602-023-0052			DONATIONS,WORKERS' CO	CR	26.00
(008676)	01-9016-0-1110-1000-2100-023-0052			DONATIONS,CLASS:INSTRU	CR	1,991.00
(008693)	01-9016-0-1110-1000-3312-023-0052			DONATIONS,FICA:CLASS.IN	CR	124.00
(008702)	01-9016-0-1110-1000-3332-023-0052			DONATIONS,MEDICARE:CLF	CR	29.00
(008712)	01-9016-0-1110-1000-3502-023-0052			DONATIONS,STATE UNEMP	CR	10.00
(008721)	01-9016-0-1110-1000-3602-023-0052			DONATIONS,WORKERS' CO	CR	39.00
(008749)	01-9016-0-1110-1000-4300-023-0052			DONATIONS,MATERIALS & S	DR	5,633.00
(009135)	01-9016-0-1540-1000-2100-023-0052			DONATIONS,CLASS:INSTRU	CR	836.00
(009140)	01-9016-0-1540-1000-3202-023-0052			DONATIONS,PERS:CLASSIF	CR	148.00
(009143)	01-9016-0-1540-1000-3312-023-0052			DONATIONS,FICA:CLASS.IN	CR	48.00
(009147)	01-9016-0-1540-1000-3332-023-0052			DONATIONS,MEDICARE:CLF	CR	11.00
(009150)	01-9016-0-1540-1000-3402-023-0052			DONATIONS,HEALTH & WEL	CR	648.00
(009153)	01-9016-0-1540-1000-3502-023-0052			DONATIONS,STATE UNEMP	CR	4.00
(009157)	01-9016-0-1540-1000-3602-023-0052			DONATIONS,WORKERS' CO	CR	15.00
					5,633.00	5,633.00
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JE #	BR23-00472	JE Trans Date	10/04/2022	JE Posted 10/04/2022	Comment ML - Diversity Center/Safe Schools Project	
(007836)	01-9010-0-0000-3140-4300-600-0061			OTHER RESTRICTE, MATERI	DR	9,000.00
(007807)	01-9010-0-0000-3110-5800-600-0061			OTHER RESTRICTE, PROF/C	CR	9,000.00
					9,000.00	9,000.00
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JE #	BR23-00473	JE Trans Date	10/04/2022	JE Posted 10/04/2022	Comment ST-Add budget Gary Gerys Contract	
(017406)	25-9010-0-0000-7200-5800-020-0000			OTHER RESTRICTE, PROF/C	CR	1,436.00
(017407)	25-9010-0-0000-7200-5800-030-0000			OTHER RESTRICTE, PROF/C	CR	773.00
					Net increase to Appropriations	.00
					2,209.00	2,209.00
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JE #	BR23-00474	JE Trans Date	10/04/2022	JE Posted 10/04/2022	Comment ST-Add budget Gary Gerys Contract	
(017406)	25-9010-0-0000-7200-5800-020-0000			OTHER RESTRICTE, PROF/C	CR	1,860.00
(017407)	25-9010-0-0000-7200-5800-030-0000			OTHER RESTRICTE, PROF/C	CR	1,690.00

Account	Description	Comment	From	To
JE # BR23-00475 JE Trans Date 10/04/2022 JE Posted 10/04/2022 Comment LO - Online Subscription				
(024321) 01-3010-0-1110-1000-4300-531-0000	BAS GNT LOW-INC,MATERI/	DR	960.00	
(028443) 01-3010-0-1110-1000-5800-531-0000	BAS GNT LOW-INC,PROF/C	CR		960.00
			960.00	960.00
JE # BR23-00476 JE Trans Date 10/04/2022 JE Posted 10/04/2022 Comment BL-MH ELAC DONATIONS				
(032928) 01-9016-0-1195-2495-4395-032-0051	DONATIONS,FOOD FOR WO BL-MH ELAC DONATIONS PTA	CR		500.00
	CK1577			
(008486) 01-9016-0-0000-0000-8699-032-0051	DONATIONS,ALL OTHER LO BL-MH ELAC DONATIONS PTA	DR		500.00
	CK1577			
			.00	1,000.00
JE # BR23-00477 JE Trans Date 10/04/2022 JE Posted 10/04/2022 Comment PM-SUPPLIES FOR ADMIN				
(033074) 01-4127-0-1110-1000-5200-535-0044	ESEA:STDNT SUPP,TRAVEL	DR	65.00	
(033456) 01-4127-0-0000-2700-4300-535-0044	ESEA:STDNT SUPP,MATERI	CR		65.00
			65.00	65.00
JE # BR23-00478 JE Trans Date 10/04/2022 JE Posted 10/04/2022 Comment BL-MH EWR 50762, 50930, 50932 FALL ENRICHMENT				
(023705) 01-0808-0-1120-1000-2130-832-0808	Measure U,CLASS INSTR AIC BL-MH EWR 50762 HECKERT, ALIZA	CR		1,200.00
	ART HIST ENRICHMT.			
(023710) 01-0808-0-1120-1000-3312-832-0808	Measure U,FICA:CLASS,INST BL-MH EWR 50762 HECKERT, ALIZA	CR		75.00
	ART HIST ENRICHMT.			
(023711) 01-0808-0-1120-1000-3332-832-0808	Measure U,MEDICARE:CLAS BL-MH EWR 50762 HECKERT, ALIZA	CR		18.00
	ART HIST ENRICHMT.			
(023713) 01-0808-0-1120-1000-3502-832-0808	Measure U,STATE UNEMPLC BL-MH EWR 50762 HECKERT, ALIZA	CR		6.00
	ART HIST ENRICHMT.			
(023714) 01-0808-0-1120-1000-3602-832-0808	Measure U,WORKERS' COMF BL-MH EWR 50762 HECKERT, ALIZA	CR		24.00
	ART HIST ENRICHMT.			
(023705) 01-0808-0-1120-1000-2130-832-0808	Measure U,CLASS INSTR AIC BL-MH EWR 50930 NOGUERA,M	CR		1,200.00
	EMBROIDERY ENRICHMT.			
(023710) 01-0808-0-1120-1000-3312-832-0808	Measure U,FICA:CLASS,INST BL-MH EWR 50930 NOGUERA,M	CR		75.00
	EMBROIDERY ENRICHMT.			
(023711) 01-0808-0-1120-1000-3332-832-0808	Measure U,MEDICARE:CLAS BL-MH EWR 50930 NOGUERA,M	CR		18.00
	EMBROIDERY ENRICHMT.			
Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)				
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Fiscal Year 2023

Account	Description	Comment	From	To
(continued) JE # BR23-00478	JE Trans Date 10/04/2022	JE Posted 10/04/2022	Comment BL-MH EWR 50762, 50930, 50932 FALL ENRICHMENT	
(023713) 01-0808-0-1120-1000-3502-832-0808	Measure U, STATE UNEMPLC BL-MH EWR 50930 NOGUERA,M	CR		6.00
(023714) 01-0808-0-1120-1000-3602-832-0808	Measure U, WORKERS' COMF BL-MH EWR 50930 NOGUERA,M EMBROIDERY ENRICHMT.	CR		24.00
(023705) 01-0808-0-1120-1000-2130-832-0808	Measure U, CLASS INSTR AIC BL-MH EWR 50932 RISTIC, NIKOLA EMBROIDERY ENRICHMT. MINDFULNESS ENRICHMT.	CR		1,200.00
(023710) 01-0808-0-1120-1000-3312-832-0808	Measure U, FICA:CLASS,INST BL-MH EWR 50932 RISTIC, NIKOLA MINDFULNESS ENRICHMT.	CR		75.00
(023711) 01-0808-0-1120-1000-3332-832-0808	Measure U, MEDICARE:CLAS BL-MH EWR 50932 RISTIC, NIKOLA MINDFULNESS ENRICHMT.	CR		18.00
(023713) 01-0808-0-1120-1000-3502-832-0808	Measure U, STATE UNEMPLC BL-MH EWR 50932 RISTIC, NIKOLA MINDFULNESS ENRICHMT.	CR		6.00
(023714) 01-0808-0-1120-1000-3602-832-0808	Measure U, WORKERS' COMF BL-MH EWR 50932 RISTIC, NIKOLA MINDFULNESS ENRICHMT.	CR		24.00
(031429) 01-0808-0-0000-2495-4300-832-0808	Measure U, MATERIALS & SU BL-MH EWR 50932 RISTIC, NIKOLA MINDFULNESS ENRICHMT.	DR	3,969.00	
			3,969.00	3,969.00
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JE # BR23-00479	JE Trans Date 10/05/2022	JE Posted 10/05/2022	Comment PM - Pay for Flower Arrangements	
(000569) 01-0000-0-0000-2700-4300-035-0000	NO REPORTING RE, MATERI	DR	144.00	
(000605) 01-0000-0-0000-2700-5800-035-0000	NO REPORTING RE, PROF/C	CR		144.00
			144.00	144.00
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JE # BR23-00480	JE Trans Date 10/05/2022	JE Posted 10/05/2022	Comment PM-TO PAY FOR MORE FLOWER ARRANGEMENTS	
(000569) 01-0000-0-0000-2700-4300-035-0000	NO REPORTING RE, MATERI	DR	324.00	
(000605) 01-0000-0-0000-2700-5800-035-0000	NO REPORTING RE, PROF/C	CR		324.00
			324.00	324.00
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JE # BR23-00481	JE Trans Date 10/05/2022	JE Posted 10/05/2022	Comment BD-MARY GAUKEL CSA	
(005533) 01-4035-0-0000-2700-5800-930-0000	ESEA:TEACHER QU,PROF/C	CR		3,000.00
(005582) 01-4035-0-1110-1000-4399-930-0000	ESEA:TEACHER QU,HOLDIN	DR	3,000.00	
			3,000.00	3,000.00
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JE # BR23-00482	JE Trans Date 10/05/2022	JE Posted 10/05/2022	Comment JB-STAFF SHIRTS	
(028524) 01-9016-0-1110-1000-4300-034-3412	DONATIONS,MATERIALS & §	DR	1,250.00	
			1,250.00	
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Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)		ESCAPE	ONLINE
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Transfer of Budget Appropriations with
Comment

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Fiscal Year 2023

Account	Description	Comment	From	To
(continued) JE # BR23-00482	JE Trans Date 10/05/2022	JE Posted 10/05/2022		
(033559) 01-9016-0-0000-2700-5800-034-3412	DONATIONS,PROF/CONSUL	Comment JB-STAFF SHIRTS	CR	1,250.00
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			1,250.00	1,250.00
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JE # BR23-00483	JE Trans Date 10/05/2022	JE Posted 10/05/2022		
(031570) 01-3010-0-1110-1000-1160-533-0000	BAS GNT LOW-INC,CERT SA	Comment BD-PEER TUTOR & MESA COORD. EWRS	CR	1,000.00
(028624) 01-3010-0-1110-1000-2930-533-0000	BAS GNT LOW-INC,OTHER C		CR	1,350.00
(024373) 01-3010-0-1110-1000-3101-533-0000	BAS GNT LOW-INC,STRS:CE		CR	191.00
(024378) 01-3010-0-1110-1000-3331-533-0000	BAS GNT LOW-INC,MEDICAF		CR	15.00
(024380) 01-3010-0-1110-1000-3501-533-0000	BAS GNT LOW-INC,STATE U		CR	5.00
(024387) 01-3010-0-1110-1000-3502-533-0000	BAS GNT LOW-INC,STATE U		CR	10.00
(024381) 01-3010-0-1110-1000-3601-533-0000	BAS GNT LOW-INC,WORKEF		CR	20.00
(024388) 01-3010-0-1110-1000-3602-533-0000	BAS GNT LOW-INC,WORKEF		CR	38.00
(024390) 01-3010-0-1110-1000-4300-533-0000	BAS GNT LOW-INC,MATERI/		DR	2,629.00
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			2,629.00	2,629.00
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JE # BR23-00484	JE Trans Date 10/05/2022	JE Posted 10/05/2022		
(024394) 01-3010-0-0000-2140-1130-533-0044	BAS GNT LOW-INC,CERT SA	Comment BD-IB TEAM EWRS	CR	848.00
(024395) 01-3010-0-0000-2140-3101-533-0044	BAS GNT LOW-INC,STRS:CE		CR	162.00
(024400) 01-3010-0-0000-2140-3331-533-0044	BAS GNT LOW-INC,MEDICAF		CR	12.00
(024402) 01-3010-0-0000-2140-3501-533-0044	BAS GNT LOW-INC,STATE U		CR	4.00
(024403) 01-3010-0-0000-2140-3601-533-0044	BAS GNT LOW-INC,WORKEF		CR	16.00
(024405) 01-3010-0-1110-1000-5200-533-0044	BAS GNT LOW-INC,TRAVEL		DR	1,042.00
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			1,042.00	1,042.00
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JE # BR23-00485	JE Trans Date 10/05/2022	JE Posted 10/05/2022		
(003443) 01-0700-0-1110-1000-2930-834-0000	LCFF SUPP FUNDI,OTHER C	Comment BD-PEER TUTOR EWRS	CR	4,125.00
(011900) 01-0700-0-1110-1000-3502-834-0000	LCFF SUPP FUNDI,STATE U		CR	21.00
(003625) 01-0700-0-1110-1000-3602-834-0000	LCFF SUPP FUNDI,WORKER		CR	81.00
(003687) 01-0700-0-1110-1000-5800-834-0000	LCFF SUPP FUNDI,PROF/CC		DR	4,227.00
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			4,227.00	4,227.00
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JE # BR23-00486	JE Trans Date 10/05/2022	JE Posted 10/05/2022		
(009032) 01-9016-0-1250-1000-4300-021-0051	DONATIONS,MATERIALS & S	Comment FL-BAND TSHIRTS	DR	1,058.00
(009048) 01-9016-0-1250-1000-5800-021-0051	DONATIONS,PROF/CONSUL		CR	1,058.00
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Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)		ESCAPE	ONLINE
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Account	Description	Comment	From	To
JE # BR23-00487 JE Trans Date 10/06/2022 JE Posted 10/06/2022 Comment BD- MOVING TO CORRECT OBJECT				
(016369)	01-0000-0-1110-1000-4100-520- crp1	NO REPORTING RE, APPR TI	5.00	
(017940)	01-0000-0-1110-1000-4200-500- crp1	NO REPORTING RE, BOOKS		11,696.00
(017941)	01-0000-0-1110-1000-4300-500- crp1	NO REPORTING RE, MATERI		2,429.00
(017980)	01-0000-0-1110-1000-4395-520- crp1	NO REPORTING RE, FOOD F		5.00
(031321)	01-0000-0-1150-2495-1900-500- CMP1	NO REPORTING RE, CERT:O	5,470.00	
(031322)	01-0000-0-1150-2495-3101-500- CMP1	NO REPORTING RE, STRS:C	1,153.00	
(031327)	01-0000-0-1150-2495-3331-500- CMP1	NO REPORTING RE, MEDICA	83.00	
(031328)	01-0000-0-1150-2495-3401-500- CMP1	NO REPORTING RE, HEALTH-	7,266.00	
(031329)	01-0000-0-1150-2495-3501-500- CMP1	NO REPORTING RE, STATE I	28.00	
(031330)	01-0000-0-1150-2495-3601-500- CMP1	NO REPORTING RE, WORKE	125.00	
			14,130.00	14,130.00

Account	Description	Comment	From	To
JE # BR23-00488 JE Trans Date 10/06/2022 JE Posted 10/06/2022 Comment AR - Cover Peer Tutor UCSC Student EWRs				
(030413)	01-3214-0-1110-1000-1130-833-0000	ESSER III LL, CERT SALARY:	5,400.00	
(033343)	01-3214-0-1110-1000-2930-833-0000	ESSER III LL, OTHER CLASS		5,400.00
(030385)	01-3214-0-1110-1000-3501-833-0000	ESSER III LL, STATE UNEMPI	27.00	
(033170)	01-3214-0-1110-1000-3502-833-0000	ESSER III LL, STATE UNEMPI		27.00
(030386)	01-3214-0-1110-1000-3601-833-0000	ESSER III LL, WORKERS' COI	106.00	
(033171)	01-3214-0-1110-1000-3602-833-0000	ESSER III LL, WORKERS' COI		106.00
			5,533.00	5,533.00

Account	Description	Comment	From	To
JE # BR23-00489 JE Trans Date 10/06/2022 JE Posted 10/06/2022 Comment BD-LACROSSE UNIFORMS				
(027205)	01-0809-0-1400-4200-4300-835-0809	Measure T, MATERIALS & SU	1,553.00	
(015671)	01-0809-0-1400-4200-5800-835-0809	Measure T, PROF/CONSULT		1,553.00
			1,553.00	1,553.00

Account	Description	Comment	From	To
JE # BR23-00490 JE Trans Date 10/06/2022 JE Posted 10/06/2022 Comment SJ-CARDSTOCK FOR ELPAC FOLDERS				
(014592)	01-0000-0-1110-1000-5800-530-0000	NO REPORTING RE, PROF/C	128.00	
(028692)	01-0000-0-1110-1000-4300-530-0000	NO REPORTING RE, MATERI		128.00
			128.00	128.00

Account	Description	Comment	From	To
JE # BR23-00491	JE Trans Date 10/06/2022	JE Posted 10/06/2022	Comment PM-PRINTED ENVELOPES FOR COUNSELING OFFICE	
(000792) 01-0000-0-0000-3110-4300-035-0000	NO REPORTING RE,MATERI		DR 1,500.00	
(029175) 01-0000-0-0000-3110-5800-035-0000	NO REPORTING RE,PROF/C		CR	1,500.00
			1,500.00	1,500.00
JE # BR23-00492	JE Trans Date 10/06/2022	JE Posted 10/06/2022	Comment BL-BUSINESS CARDS	
(000600) 01-0000-0-0000-2700-5800-027-0000	NO REPORTING RE,PROF/C		CR	50.00
(001930) 01-0000-0-1110-1000-4300-027-0000	NO REPORTING RE,MATERI		DR 50.00	
			50.00	50.00
JE # BR23-00493	JE Trans Date 10/06/2022	JE Posted 10/06/2022	Comment BL - Business cards	
(000600) 01-0000-0-0000-2700-5800-027-0000	NO REPORTING RE,PROF/C		CR	50.00
(001930) 01-0000-0-1110-1000-4300-027-0000	NO REPORTING RE,MATERI		DR 50.00	
			50.00	50.00
JE # BR23-00494	JE Trans Date 10/06/2022	JE Posted 10/06/2022	Comment BL - Business cards	
(000600) 01-0000-0-0000-2700-5800-027-0000	NO REPORTING RE,PROF/C		DR	50.00
(001930) 01-0000-0-1110-1000-4300-027-0000	NO REPORTING RE,MATERI		CR	50.00
			50.00	50.00
JE # BR23-00495	JE Trans Date 10/06/2022	JE Posted 10/06/2022	Comment JB-REPORT CARD ENVELOPES	
(001935) 01-0000-0-1110-1000-4300-034-0000	NO REPORTING RE,MATERI		DR 872.00	
(000796) 01-0000-0-0000-3110-5800-034-0000	NO REPORTING RE,PROF/C		CR	872.00
			872.00	872.00
JE # BR23-00496	JE Trans Date 10/06/2022	JE Posted 10/06/2022	Comment BL-DU91031	
(007933) 01-9010-0-0000-8110-5600-049-1N49	OTHER RESTRICTE,RENTAL BL-DU91031 SPRIG CK4538 CLAIM		CR	1,784.00
	609855 FS BROKEN LOCK			
(007602) 01-9010-0-0000-0000-8699-049-1N49	OTHER RESTRICTE,ALL OTI BL-DU91031 SPRIG CK4538 CLAIM		DR	1,784.00
	609855 FS BROKEN LOCK			
(008762) 01-9016-0-1110-1000-4300-031-3160	DONATIONS,MATERIALS & BL-DU91031 BMS ARTS ACAD		CR	1,400.00
	CKS/\$355 CASH			
(008483) 01-9016-0-0000-0000-8699-031-3160	DONATIONS,ALL OTHER LO BL-DU91031 BMS ARTS ACAD		DR	1,400.00
	CKS/\$355 CASH			

Account		Description		Comment	From	To
(continued)	JE # BR23-00496	JE Trans Date	10/06/2022	JE Posted 10/06/2022	Comment BL-DU91031	
(013478)	01-9016-0-1250-1000-4300-032-3210			DONATIONS,MATERIALS & SHARMA	BL-DU91031 MH CHOIR CK819	CR 50.00
(013480)	01-9016-0-0000-0000-8699-032-3210			DONATIONS,ALL OTHER LO SHARMA	BL-DU91031 MH CHOIR CK819	DR 50.00
(013560)	01-9016-0-1110-1000-4300-032-3280			DONATIONS,MATERIALS & SHARMA	BL-DU91031 MH MINDFULNESS PTA CK1578	CR 3,000.00
(013555)	01-9016-0-0000-0000-8699-032-3280			DONATIONS,ALL OTHER LO SHARMA	BL-DU91031 MH MINDFULNESS PTA CK1578	DR 3,000.00
(008251)	01-9010-0-1140-1000-5800-034-0088			OTHER RESTRICTE,PROF/C SHARMA	BL-DU91031 SCHS PE UNIF CKS/\$1453 CASH	CR 1,493.00
(007585)	01-9010-0-0000-0000-8699-034-0088			OTHER RESTRICTE,ALL OTI SHARMA	BL-DU91031 SCHS PE UNIF CKS/\$1453 CASH	DR 1,493.00
(007778)	01-9010-0-0000-2700-5800-034-0088			OTHER RESTRICTE,PROF/C SHARMA	BL-DU91031 SCHS PARKING CKS/\$590 CASH	CR 670.00
(007585)	01-9010-0-0000-0000-8699-034-0088			OTHER RESTRICTE,ALL OTI SHARMA	BL-DU91031 SCHS PARKING CKS/\$590 CASH	DR 670.00
(032016)	01-9010-0-1360-1000-5800-034-3456			OTHER RESTRICTE,PROF/C SHARMA	BL-DU91031 SCHS YEARBOOK CASH	CR 170.00
(029467)	01-9010-0-0000-0000-8699-034-3456			OTHER RESTRICTE,ALL OTI SHARMA	BL-DU91031 SCHS YEARBOOK CASH	DR 170.00
(009128)	01-9016-0-1530-1000-4300-034-3470			DONATIONS,MATERIALS & SHARMA	BL-DU91031 SCHS WOODSHOP CK2279	CR 50.00
(008506)	01-9016-0-0000-0000-8699-034-3470			DONATIONS,ALL OTHER LO SHARMA	BL-DU91031 SCHS WOODSHOP CK2279	DR 50.00
(007790)	01-9010-0-0000-3110-4300-034-3405			OTHER RESTRICTE,MATERI SHARMA	BL-DU91031 SCHS TRANSCRIPT CK1379 S.KELLY	CR 15.00
(007586)	01-9010-0-0000-0000-8699-034-3405			OTHER RESTRICTE,ALL OTI SHARMA	BL-DU91031 SCHS TRANSCRIPT CK1379 S.KELLY	DR 15.00
(007778)	01-9010-0-0000-2700-5800-034-0088			OTHER RESTRICTE,PROF/C SHARMA	BL-DU91031 SCHS PARKING CKS/CASH	CR 320.00
(007585)	01-9010-0-0000-0000-8699-034-0088			OTHER RESTRICTE,ALL OTI SHARMA	BL-DU91031 SCHS PARKING CKS/CASH	DR 320.00
(033572)	01-9010-0-1110-2420-4300-034-0088			OTHER RESTRICTE,MATERI SHARMA	BL-DU91031 SCHS LIBRARY CK1019 CLINT PARDOE	CR 160.00
(007585)	01-9010-0-0000-0000-8699-034-0088			OTHER RESTRICTE,ALL OTI SHARMA	BL-DU91031 SCHS LIBRARY CK1019 CLINT PARDOE	DR 160.00
(008884)	01-9016-0-1120-1000-4300-034-3482			DONATIONS,MATERIALS & SHARMA	BL-DU91031 SCHS CERAMICS 31 CKS	CR 2,190.00
(008512)	01-9016-0-0000-0000-8699-034-3482			DONATIONS,ALL OTHER LO SHARMA	BL-DU91031 SCHS CERAMICS 31 CKS	DR 2,190.00
(008883)	01-9016-0-1120-1000-4300-034-3480			DONATIONS,MATERIALS & SHARMA	BL-DU91031 SCHS JEWELRY 34 CKS	CR 2,270.00

Effective 09/20/2022 through 10/07/2022

Fiscal Year 2023

Account	Description	Comment	From	To
(continued) JE # BR23-00496	JE Trans Date 10/06/2022	JE Posted 10/06/2022	Comment BL-DU91031	
(008510) 01-9016-0-0000-0000-8699-034-3480	DONATIONS,ALL OTHER LO BL-DU91031 SCHS JEWELRY 34 CKS	DR		2,270.00
	Net increase to Appropriations		.00	27,144.00
JE # BR23-00497	JE Trans Date 10/07/2022	JE Posted 10/07/2022	Comment BD-21/22 SUPPLY CHAIN BUDGET	
(033573) 13-5466-0-0000-3700-4300-046-0000	Supply Chain CN,MATERIALS	CR		152,058.00
	Net increase to Appropriations		.00	152,058.00
JE # BR23-00498	JE Trans Date 10/07/2022	JE Posted 10/07/2022	Comment BD-21/22 SUPPLY CHAIN BUDGET	
(033573) 13-5466-0-0000-3700-4300-046-0000	Supply Chain CN,MATERIALS	DR	152,058.00	
	Net decrease to Appropriations		152,058.00	.00
JE # BR23-00499	JE Trans Date 10/07/2022	JE Posted 10/07/2022	Comment BD-21/22 SUPPLY CHAIN BUDGET	
(033573) 13-5466-0-0000-3700-4300-046-0000	Supply Chain CN,MATERIALS	CR		152,058.00
(033537) 13-5466-0-0000-0000-8220-046-0000	Supply Chain CN,CHILD NUT	DR		152,058.00
	Net increase to Appropriations		.00	304,116.00
JE # BR23-00500	JE Trans Date 10/07/2022	JE Posted 10/07/2022	Comment LO-ONLINE SUBSCRIPTION	
(006148) 01-6300-0-1110-1000-4200-531-0000	LOTTERY:INSTRUC,BOOKS	DR	50.00	
(006169) 01-6300-0-1110-1000-5800-531-0000	LOTTERY:INSTRUC,PROF/C	CR		50.00
	Net decrease to Appropriations		50.00	50.00
JE # BR23-00501	JE Trans Date 10/06/2022	JE Posted 10/07/2022	Comment BL-DU91031 CENTRAL CST FLAG CK226/SC BREAKERS	
(007924) 01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTE,MATERI BL-DU91031 CENTRAL COAST FLAG	CR		2,625.00
	FTB 5 INV USE			
(007599) 01-9010-0-0000-0000-8699-049-FACU	OTHER RESTRICTE,ALL OTI BL-DU91031 CENTRAL COAST FLAG	DR		2,625.00
	FTB 5 INV USE			
(007924) 01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTE,MATERI BL-DU91031 SC BREAKERS CK6410	CR		7,259.00
	15 INV USE			
(007599) 01-9010-0-0000-0000-8699-049-FACU	OTHER RESTRICTE,ALL OTI BL-DU91031 SC BREAKERS CK6410	DR		7,259.00
	15 INV USE			
(007943) 01-9010-0-0000-8200-2290-899-FACU	OTHER RESTRICTE,CLASS BL-DU91031 SC BREAKERS CK6410	CR		141.00
	15 INV USE			
(007626) 01-9010-0-0000-0000-8699-899-FACU	OTHER RESTRICTE,ALL OTI BL-DU91031 SC BREAKERS CK6410	DR		141.00
	15 INV USE			
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)		ESCAPE	ONLINE

Effective 09/20/2022 through 10/07/2022

Fiscal Year 2023

Account	Description	Comment	From	To
JE # BR23-00502 JE Trans Date 10/07/2022 JE Posted 10/07/2022 Comment LO-REPAIR REFRIGERATOR FOR COOKING CLASS				
(001931) 01-0000-0-1110-1000-4300-031-0000	NO REPORTING RE, MATERI	DR	341.00	
(033339) 01-0000-0-1130-1000-5600-031-0000	NO REPORTING RE, RENTAL	CR		341.00
			341.00	341.00
JE # BR23-00503 JE Trans Date 10/07/2022 JE Posted 10/07/2022 Comment BL-EWR 51360 RODRIGUEZ, S 9/16/22-6/15/23				
(033496) 01-9016-0-0000-2700-2430-023-2310	DONATIONS, CLASS CLERIC	CR		6,670.00
(033501) 01-9016-0-0000-2700-3312-023-2310	DONATIONS, FICA: CLASS, SC	CR		414.00
(033502) 01-9016-0-0000-2700-3332-023-2310	DONATIONS, MEDICARE: CLF	CR		97.00
(033504) 01-9016-0-0000-2700-3502-023-2310	DONATIONS, STATE UNEMP	CR		34.00
(033505) 01-9016-0-0000-2700-3602-023-2310	DONATIONS, WORKERS' CO	CR		130.00
(008750) 01-9016-0-1110-1000-4300-023-2310	DONATIONS, MATERIALS & S	DR	7,345.00	
			7,345.00	7,345.00
JE # BR23-00504 JE Trans Date 10/07/2022 JE Posted 10/07/2022 Comment BL-EWR 51460 ISAACS, R DANCE ENRICHMT, 10/3/22-1/1				
(033540) 01-9016-0-1260-1000-2130-023-2310	DONATIONS, CLASS INSTR /	CR		800.00
(033545) 01-9016-0-1260-1000-3312-023-2310	DONATIONS, FICA: CLASS, IN	CR		50.00
(033546) 01-9016-0-1260-1000-3332-023-2310	DONATIONS, MEDICARE: CLF	CR		12.00
(033548) 01-9016-0-1260-1000-3502-023-2310	DONATIONS, STATE UNEMP	CR		5.00
(033549) 01-9016-0-1260-1000-3602-023-2310	DONATIONS, WORKERS' CO	CR		16.00
(008750) 01-9016-0-1110-1000-4300-023-2310	DONATIONS, MATERIALS & S	DR	883.00	
			883.00	883.00
JE # BT23-00379 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment PS - SCIENCE SUPPLIES				
(032890) 01-0700-0-1150-1000-4300-033-0000	LCFF SUPP FUNDI, MATERIA	CR		4,500.00
(003646) 01-0700-0-1110-1000-4300-033-0000	LCFF SUPP FUNDI, MATERIA	DR	4,500.00	
			4,500.00	4,500.00
JE # BT23-00380 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment PS - TEXTBOOKS				
(006140) 01-6300-0-1110-1000-4100-533-0000	LOTTERY: INSTRUC, APPR TI	CR		3,026.00
(006150) 01-6300-0-1110-1000-4200-533-0000	LOTTERY: INSTRUC, BOOKS	DR	3,026.00	
			3,026.00	3,026.00
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)	ESCAPE	ONLINE	Page 35 of 54

Account	Description	Comment	From	To
JE # BT23-00381 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment BC-CATALYST LICENSE				
(006672)	01-6500-0-5760-1180-5800-220-0000	SE:STATE LOCAL ,PROF/CO	DR	1,301.00
(016391)	01-6500-0-5760-1110-5800-220-0000	SE:STATE LOCAL ,PROF/CO	CR	1,301.00
			1,301.00	1,301.00
JE # BT23-00382 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment PS-LIBRARY SUPPLIES				
(000301)	01-0000-0-0000-2420-4300-033-0000	NO REPORTING RE,MATERI	CR	311.00
(001934)	01-0000-0-1110-1000-4300-033-0000	NO REPORTING RE,MATERI	DR	311.00
			311.00	311.00
JE # BT23-00383 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment BC-CATALYST LICENSE				
(006674)	01-6500-0-5760-1180-5800-230-0000	SE:STATE LOCAL ,PROF/CO	DR	1,264.00
(006668)	01-6500-0-5760-1110-5800-230-0000	SE:STATE LOCAL ,PROF/CO	CR	1,264.00
			1,264.00	1,264.00
JE # BT23-00384 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment PS-LIBRARY SUPPLIES				
(000301)	01-0000-0-0000-2420-4300-033-0000	NO REPORTING RE,MATERI	CR	675.00
(001934)	01-0000-0-1110-1000-4300-033-0000	NO REPORTING RE,MATERI	DR	675.00
			675.00	675.00
JE # BT23-00385 JE Trans Date 09/20/2022 JE Posted 09/20/2022 Comment JB - ANIMAL DAMAGE MGMT, PO FOR GOHPER CONTR				
(007540)	01-8150-0-0000-8110-5800-049-0000	ONGOING & MAJOR,PROF/C	DR	19,647.00
(025981)	01-8150-0-0000-8110-5800-035-0000	ONGOING & MAJOR,PROF/C	CR	3,949.00
(025979)	01-8150-0-0000-8110-5800-033-0000	ONGOING & MAJOR,PROF/C	CR	2,778.00
(025980)	01-8150-0-0000-8110-5800-034-0000	ONGOING & MAJOR,PROF/C	CR	3,260.00
(026054)	01-8150-0-0000-8110-5800-027-0000	ONGOING & MAJOR,PROF/C	CR	1,510.00
(026058)	01-8150-0-0000-8110-5800-021-0000	ONGOING & MAJOR,PROF/C	CR	2,560.00
(026057)	01-8150-0-0000-8110-5800-024-0000	ONGOING & MAJOR,PROF/C	CR	960.00
(026059)	01-8150-0-0000-8110-5800-023-0000	ONGOING & MAJOR,PROF/C	CR	2,660.00
(026056)	01-8150-0-0000-8110-5800-031-0000	ONGOING & MAJOR,PROF/C	CR	1,010.00
(026055)	01-8150-0-0000-8110-5800-038-0000	ONGOING & MAJOR,PROF/C	CR	960.00

Account	Description	Comment	From	To																														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%; text-align: right;">19,647.00</td> <td style="width:15%; text-align: right;">19,647.00</td> </tr> </table>								19,647.00	19,647.00																									
			19,647.00	19,647.00																														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">JE # BT23-00386</td> <td style="width:15%;">JE Trans Date 09/20/2022</td> <td style="width:15%;">JE Posted 09/20/2022</td> <td colspan="2" style="width:55%;">Comment BC - Catalyst license again</td> </tr> <tr> <td>(006674)</td> <td>01-6500-0-5760-1180-5800-230-0000</td> <td>SE:STATE LOCAL ,PROF/CO</td> <td style="text-align: right;">400.00</td> <td></td> </tr> <tr> <td>(006668)</td> <td>01-6500-0-5760-1110-5800-230-0000</td> <td>SE:STATE LOCAL ,PROF/CO</td> <td></td> <td style="text-align: right;">400.00</td> </tr> <tr> <td>(006672)</td> <td>01-6500-0-5760-1180-5800-220-0000</td> <td>SE:STATE LOCAL ,PROF/CO</td> <td style="text-align: right;">100.00</td> <td></td> </tr> <tr> <td>(016391)</td> <td>01-6500-0-5760-1110-5800-220-0000</td> <td>SE:STATE LOCAL ,PROF/CO</td> <td></td> <td style="text-align: right;">100.00</td> </tr> <tr> <td colspan="3"></td> <td style="text-align: right;">500.00</td> <td style="text-align: right;">500.00</td> </tr> </table>					JE # BT23-00386	JE Trans Date 09/20/2022	JE Posted 09/20/2022	Comment BC - Catalyst license again		(006674)	01-6500-0-5760-1180-5800-230-0000	SE:STATE LOCAL ,PROF/CO	400.00		(006668)	01-6500-0-5760-1110-5800-230-0000	SE:STATE LOCAL ,PROF/CO		400.00	(006672)	01-6500-0-5760-1180-5800-220-0000	SE:STATE LOCAL ,PROF/CO	100.00		(016391)	01-6500-0-5760-1110-5800-220-0000	SE:STATE LOCAL ,PROF/CO		100.00				500.00	500.00
JE # BT23-00386	JE Trans Date 09/20/2022	JE Posted 09/20/2022	Comment BC - Catalyst license again																															
(006674)	01-6500-0-5760-1180-5800-230-0000	SE:STATE LOCAL ,PROF/CO	400.00																															
(006668)	01-6500-0-5760-1110-5800-230-0000	SE:STATE LOCAL ,PROF/CO		400.00																														
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JE # BT23-00387	JE Trans Date 09/20/2022	JE Posted 09/20/2022	Comment LF - Cover for stolen IMAC's																															
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(016505)	01-9010-0-1110-1000-4400-024- I N24	OTHER RESTRICTE, NON-CA		12,144.00																														
			12,144.00	12,144.00																														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">JE # BT23-00388</td> <td style="width:15%;">JE Trans Date 09/20/2022</td> <td style="width:15%;">JE Posted 09/20/2022</td> <td colspan="2" style="width:55%;">Comment BC-CATALYST LICENSE</td> </tr> <tr> <td>(006672)</td> <td>01-6500-0-5760-1180-5800-220-0000</td> <td>SE:STATE LOCAL ,PROF/CO</td> <td style="text-align: right;">50.00</td> <td></td> </tr> <tr> <td>(016391)</td> <td>01-6500-0-5760-1110-5800-220-0000</td> <td>SE:STATE LOCAL ,PROF/CO</td> <td></td> <td style="text-align: right;">50.00</td> </tr> <tr> <td colspan="3"></td> <td style="text-align: right;">50.00</td> <td style="text-align: right;">50.00</td> </tr> </table>					JE # BT23-00388	JE Trans Date 09/20/2022	JE Posted 09/20/2022	Comment BC-CATALYST LICENSE		(006672)	01-6500-0-5760-1180-5800-220-0000	SE:STATE LOCAL ,PROF/CO	50.00		(016391)	01-6500-0-5760-1110-5800-220-0000	SE:STATE LOCAL ,PROF/CO		50.00				50.00	50.00										
JE # BT23-00388	JE Trans Date 09/20/2022	JE Posted 09/20/2022	Comment BC-CATALYST LICENSE																															
(006672)	01-6500-0-5760-1180-5800-220-0000	SE:STATE LOCAL ,PROF/CO	50.00																															
(016391)	01-6500-0-5760-1110-5800-220-0000	SE:STATE LOCAL ,PROF/CO		50.00																														
			50.00	50.00																														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">JE # BT23-00389</td> <td style="width:15%;">JE Trans Date 09/20/2022</td> <td style="width:15%;">JE Posted 09/20/2022</td> <td colspan="2" style="width:55%;">Comment AN-MAKE ACCOUNTS WHOLE</td> </tr> <tr> <td>(008768)</td> <td>01-9016-0-1110-1000-4300-032-0051</td> <td>DONATIONS,MATERIALS & §</td> <td style="text-align: right;">5,560.00</td> <td></td> </tr> <tr> <td>(008880)</td> <td>01-9016-0-1120-1000-4300-032-0051</td> <td>DONATIONS,MATERIALS & §</td> <td></td> <td style="text-align: right;">2,425.00</td> </tr> <tr> <td>(009126)</td> <td>01-9016-0-1530-1000-4300-032-0051</td> <td>DONATIONS,MATERIALS & §</td> <td></td> <td style="text-align: right;">2,232.00</td> </tr> <tr> <td>(008833)</td> <td>01-9016-0-1110-2420-4300-032-0051</td> <td>DONATIONS,MATERIALS & §</td> <td></td> <td style="text-align: right;">903.00</td> </tr> <tr> <td colspan="3"></td> <td style="text-align: right;">5,560.00</td> <td style="text-align: right;">5,560.00</td> </tr> </table>					JE # BT23-00389	JE Trans Date 09/20/2022	JE Posted 09/20/2022	Comment AN-MAKE ACCOUNTS WHOLE		(008768)	01-9016-0-1110-1000-4300-032-0051	DONATIONS,MATERIALS & §	5,560.00		(008880)	01-9016-0-1120-1000-4300-032-0051	DONATIONS,MATERIALS & §		2,425.00	(009126)	01-9016-0-1530-1000-4300-032-0051	DONATIONS,MATERIALS & §		2,232.00	(008833)	01-9016-0-1110-2420-4300-032-0051	DONATIONS,MATERIALS & §		903.00				5,560.00	5,560.00
JE # BT23-00389	JE Trans Date 09/20/2022	JE Posted 09/20/2022	Comment AN-MAKE ACCOUNTS WHOLE																															
(008768)	01-9016-0-1110-1000-4300-032-0051	DONATIONS,MATERIALS & §	5,560.00																															
(008880)	01-9016-0-1120-1000-4300-032-0051	DONATIONS,MATERIALS & §		2,425.00																														
(009126)	01-9016-0-1530-1000-4300-032-0051	DONATIONS,MATERIALS & §		2,232.00																														
(008833)	01-9016-0-1110-2420-4300-032-0051	DONATIONS,MATERIALS & §		903.00																														
			5,560.00	5,560.00																														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">JE # BT23-00390</td> <td style="width:15%;">JE Trans Date 09/21/2022</td> <td style="width:15%;">JE Posted 09/21/2022</td> <td colspan="2" style="width:55%;">Comment DMG-COMPUTER FOR KENEE</td> </tr> <tr> <td>(001206)</td> <td>01-0000-0-0000-7400-4300-047-0000</td> <td>NO REPORTING RE,MATERI</td> <td style="text-align: right;">930.00</td> <td></td> </tr> <tr> <td>(001213)</td> <td>01-0000-0-0000-7400-4400-047-0000</td> <td>NO REPORTING RE, NON-CA</td> <td></td> <td style="text-align: right;">930.00</td> </tr> <tr> <td colspan="3"></td> <td style="text-align: right;">930.00</td> <td style="text-align: right;">930.00</td> </tr> </table>					JE # BT23-00390	JE Trans Date 09/21/2022	JE Posted 09/21/2022	Comment DMG-COMPUTER FOR KENEE		(001206)	01-0000-0-0000-7400-4300-047-0000	NO REPORTING RE,MATERI	930.00		(001213)	01-0000-0-0000-7400-4400-047-0000	NO REPORTING RE, NON-CA		930.00				930.00	930.00										
JE # BT23-00390	JE Trans Date 09/21/2022	JE Posted 09/21/2022	Comment DMG-COMPUTER FOR KENEE																															
(001206)	01-0000-0-0000-7400-4300-047-0000	NO REPORTING RE,MATERI	930.00																															
(001213)	01-0000-0-0000-7400-4400-047-0000	NO REPORTING RE, NON-CA		930.00																														
			930.00	930.00																														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">JE # BT23-00391</td> <td style="width:15%;">JE Trans Date 09/21/2022</td> <td style="width:15%;">JE Posted 09/21/2022</td> <td colspan="2" style="width:55%;">Comment AN - Account reversal</td> </tr> <tr> <td>(001932)</td> <td>01-0000-0-1110-1000-4300-032-0000</td> <td>NO REPORTING RE,MATERI</td> <td></td> <td style="text-align: right;">6,800.00</td> </tr> <tr> <td>(011817)</td> <td>01-0000-0-1110-2420-4300-032-0000</td> <td>NO REPORTING RE,MATERI</td> <td style="text-align: right;">300.00</td> <td></td> </tr> <tr> <td colspan="3">Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = A, Recap? = N)</td> <td style="text-align: right;">ESCAPE</td> <td style="text-align: right;">ONLINE</td> </tr> </table>					JE # BT23-00391	JE Trans Date 09/21/2022	JE Posted 09/21/2022	Comment AN - Account reversal		(001932)	01-0000-0-1110-1000-4300-032-0000	NO REPORTING RE,MATERI		6,800.00	(011817)	01-0000-0-1110-2420-4300-032-0000	NO REPORTING RE,MATERI	300.00		Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = A, Recap? = N)			ESCAPE	ONLINE										
JE # BT23-00391	JE Trans Date 09/21/2022	JE Posted 09/21/2022	Comment AN - Account reversal																															
(001932)	01-0000-0-1110-1000-4300-032-0000	NO REPORTING RE,MATERI		6,800.00																														
(011817)	01-0000-0-1110-2420-4300-032-0000	NO REPORTING RE,MATERI	300.00																															
Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = A, Recap? = N)			ESCAPE	ONLINE																														

Account		Description	Comment	From	To
(continued)	JE # BT23-00391	JE Trans Date 09/21/2022	JE Posted 09/21/2022	Comment AN - Account reversal	
(018378)	01-0000-0-1250-1000-4300-032-0000	NO REPORTING RE,MATERI	DR	3,500.00	
(023312)	01-0000-0-1530-1000-4300-032-0000	NO REPORTING RE,MATERI	DR	1,000.00	
(000566)	01-0000-0-0000-2700-4300-032-0000	NO REPORTING RE,MATERI	DR	2,000.00	
				6,800.00	6,800.00
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JE # BT23-00392		JE Trans Date 09/21/2022	JE Posted 09/21/2022	Comment AN-BOOKSHOP SC PO	
(006149)	01-6300-0-1110-1000-4200-532-0000	LOTTERY:INSTRUC,BOOKS	DR	500.00	
(016204)	01-6300-0-1110-2420-4200-532-0000	LOTTERY:INSTRUC,BOOKS	CR		500.00
				500.00	500.00
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JE # BT23-00393		JE Trans Date 09/21/2022	JE Posted 09/21/2022	Comment AN-FOLLETT CFP, BOOKSHOP SC	
(006149)	01-6300-0-1110-1000-4200-532-0000	LOTTERY:INSTRUC,BOOKS	DR	1,453.00	
(016204)	01-6300-0-1110-2420-4200-532-0000	LOTTERY:INSTRUC,BOOKS	CR		1,453.00
				1,453.00	1,453.00
<hr/>					
JE # BT23-00394		JE Trans Date 09/22/2022	JE Posted 09/22/2022	Comment SJ-OPEN PO FOR MUSIC SUPPLIES	
(016545)	01-0808-0-1250-1000-4300-520-0808	Measure U,MATERIALS & SU	DR	500.00	
(033187)	01-0808-0-1250-1000-4300-527-0808	Measure U,MATERIALS & SU	CR		500.00
				500.00	500.00
<hr/>					
JE # BT23-00395		JE Trans Date 09/22/2022	JE Posted 09/22/2022	Comment SJ-OPEN PO FOR INSTRUMNET REPAIRS	
(016260)	01-0808-0-1250-1000-5600-520-0808	Measure U,RENTAL/LEASE/F	DR	1,000.00	
(033188)	01-0808-0-1250-1000-5600-521-0808	Measure U,RENTAL/LEASE/F	CR		500.00
(033189)	01-0808-0-1250-1000-5600-527-0808	Measure U,RENTAL/LEASE/F	CR		500.00
				1,000.00	1,000.00
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JE # BT23-00396		JE Trans Date 09/22/2022	JE Posted 09/22/2022	Comment FL - Tissue	
(008734)	01-9016-0-1110-1000-4300-021-0051	DONATIONS,MATERIALS & €	DR	250.00	
(008841)	01-9016-0-1110-3140-4300-021-0051	DONATIONS,MATERIALS & €	CR		250.00
				250.00	250.00
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JE # BT23-00397		JE Trans Date 09/22/2022	JE Posted 09/22/2022	Comment PS - Acrylics	
(033193)	01-6300-0-1120-1000-4300-533-0000	LOTTERY:INSTRUC,MATERI	CR		755.00
Selection		Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)		ESCAPE	ONLINE
					Page 38 of 54

Account	Description	Comment	From	To
(continued) JE # BT23-00397	JE Trans Date 09/22/2022	JE Posted 09/22/2022		
(006150) 01-6300-0-1110-1000-4200-533-0000	LOTTERY:INSTRUC,BOOKS	Comment PS - Acrylics	755.00	
				755.00
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JE # BT23-00398	JE Trans Date 09/22/2022	JE Posted 09/22/2022		
(033191) 01-6300-0-1180-1000-4200-533-0000	LOTTERY:INSTRUC,BOOKS	Comment PS-SUPPLEMENTAL TEXTBOOKS		930.00
(033192) 01-6300-0-1190-1000-4200-533-0000	LOTTERY:INSTRUC,BOOKS			357.00
(006150) 01-6300-0-1110-1000-4200-533-0000	LOTTERY:INSTRUC,BOOKS		1,287.00	
				1,287.00
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JE # BT23-00399	JE Trans Date 09/22/2022	JE Posted 09/22/2022		
(017980) 01-0000-0-1110-1000-4395-520- crp1	NO REPORTING RE,FOOD F	Comment BD-FOOD FOR TRAININGS CC CARDS		1,060.00
(016369) 01-0000-0-1110-1000-4100-520- crp1	NO REPORTING RE,APPR TI		1,060.00	
				1,060.00
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JE # BT23-00400	JE Trans Date 09/22/2022	JE Posted 09/22/2022		
(000162) 01-0000-0-0000-2110-4200-055-0000	NO REPORTING RE,BOOKS	Comment BD-MOVING TO COVER CC EXPENSES	116.00	
(000163) 01-0000-0-0000-2110-4300-055-0000	NO REPORTING RE,MATERI			116.00
				116.00
<hr/>				
JE # BT23-00401	JE Trans Date 09/22/2022	JE Posted 09/22/2022		
(013621) 01-9010-0-1110-2420-4300-032-0088	OTHER RESTRICTE,MATERI	Comment BL-CARRYOVER ERROR, S.B. MGMT 0089, NOT 0088	129.00	
(008217) 01-9010-0-1110-2420-4300-032-0089	OTHER RESTRICTE,MATERI			129.00
				129.00
<hr/>				
JE # BT23-00402	JE Trans Date 09/22/2022	JE Posted 09/22/2022		
(006149) 01-6300-0-1110-1000-4200-532-0000	LOTTERY:INSTRUC,BOOKS	Comment AN-PHOENIX ART-CLAY		2,000.00
(006161) 01-6300-0-1110-1000-4300-532-0000	LOTTERY:INSTRUC,MATERI		2,000.00	
				2,000.00
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JE # BT23-00403	JE Trans Date 09/22/2022	JE Posted 09/22/2022		
(006152) 01-6300-0-1110-1000-4200-535-0000	LOTTERY:INSTRUC,BOOKS	Comment PM-CHANGE ORDER PURCHASE ORDER	5,360.00	
(033194) 01-6300-0-1190-1000-4100-535-0000	LOTTERY:INSTRUC,APPR TI			2,830.00
(026904) 01-6300-0-1190-1000-4200-535-0000	LOTTERY:INSTRUC,BOOKS			2,530.00
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)		ESCAPE	ONLINE
				Page 39 of 54

Account	Description	Comment	From	To
JE # BT23-00404 JE Trans Date 09/22/2022 JE Posted 09/22/2022 Comment TH - R23-01112				
(009895) 21-9733-0-0000-8500-6200-000-0000	BOND A SECONDAR,BUILDII	DR	324.00	
(016634) 21-9733-0-0000-8500-6202-034-B102	BOND A SECONDAR,MODEF	CR		324.00
			324.00	324.00
JE # BT23-00405 JE Trans Date 09/22/2022 JE Posted 09/22/2022 Comment JL-TO COVER NEGATIVE				
(006152) 01-6300-0-1110-1000-4200-535-0000	LOTTERY:INSTRUC,BOOKS	DR	1,355.00	
(027756) 01-6300-0-1150-1000-4100-535-0000	LOTTERY:INSTRUC,APPR TI	CR		1,355.00
			1,355.00	1,355.00
JE # BT23-00406 JE Trans Date 09/22/2022 JE Posted 09/22/2022 Comment JL - Purchase For Chemistry TextBooks				
(006152) 01-6300-0-1110-1000-4200-535-0000	LOTTERY:INSTRUC,BOOKS	DR	8,049.00	
(006142) 01-6300-0-1110-1000-4100-535-0000	LOTTERY:INSTRUC,APPR TI	CR		8,049.00
			8,049.00	8,049.00
JE # BT23-00407 JE Trans Date 09/22/2022 JE Posted 09/22/2022 Comment JL - Purchase For Chemistry TextBooks				
(006152) 01-6300-0-1110-1000-4200-535-0000	LOTTERY:INSTRUC,BOOKS	CR		8,049.00
(006142) 01-6300-0-1110-1000-4100-535-0000	LOTTERY:INSTRUC,APPR TI	DR	8,049.00	
			8,049.00	8,049.00
JE # BT23-00408 JE Trans Date 09/22/2022 JE Posted 09/22/2022 Comment JL - Purchase For Chemistry TextBooks				
(006152) 01-6300-0-1110-1000-4200-535-0000	LOTTERY:INSTRUC,BOOKS	DR	8,049.00	
(027756) 01-6300-0-1150-1000-4100-535-0000	LOTTERY:INSTRUC,APPR TI	CR		8,049.00
			8,049.00	8,049.00
JE # BT23-00409 JE Trans Date 09/22/2022 JE Posted 09/22/2022 Comment JB-FOOD FOR MEETING				
(001935) 01-0000-0-1110-1000-4300-034-0000	NO REPORTING RE,MATERI GM-HEALTH CLERK SUPPLIES	CR		550.00
(027709) 01-0000-0-0000-2700-4395-034-0000	NO REPORTING RE,FOOD F GM-HEALTH CLERK SUPPLIES	DR	550.00	
			550.00	550.00
JE # BT23-00411 JE Trans Date 09/22/2022 JE Posted 09/22/2022 Comment MIL-LAPTOP				
Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)				
			ESCAPE	ONLINE
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Effective 09/20/2022 through 10/07/2022

Fiscal Year 2023

Account	Description	Comment	From	To
(continued) JE # BT23-00411	JE Trans Date 09/22/2022	JE Posted 09/22/2022		
(008637) 01-9016-0-0000-3130-4300-600-0051	DONATIONS,MATERIALS & S	Comment MIL-LAPTOP	950.00	
(033190) 01-9016-0-0000-3140-4400-600-0051	DONATIONS,NON-CAPITALI;			950.00
			950.00	950.00
JE # BT23-00412	JE Trans Date 09/23/2022	JE Posted 09/23/2022		
(032415) 01-3010-0-1115-1000-4300-550-0000	BAS GNT LOW-INC,MATERI/	Comment BD-CFP SUMMER SCHOOL INVOICE CTE		377.00
(025134) 01-3010-0-1110-1000-4399-530-0000	BAS GNT LOW-INC,HOLDING		377.00	
			377.00	377.00
JE # BT23-00413	JE Trans Date 09/23/2022	JE Posted 09/23/2022		
(012430) 01-6300-0-1110-2420-4200-533-0000	LOTTERY:INSTRUC,BOOKS	Comment PS-LIBRARY BOOKS		2,500.00
(006150) 01-6300-0-1110-1000-4200-533-0000	LOTTERY:INSTRUC,BOOKS		2,500.00	
			2,500.00	2,500.00
JE # BT23-00414	JE Trans Date 09/23/2022	JE Posted 09/23/2022		
(001935) 01-0000-0-1110-1000-4300-034-0000	NO REPORTING RE,MATERI	Comment JB-ADMIN RESOURCE MATERIAL	300.00	
(011156) 01-0000-0-0000-2700-4200-034-0000	NO REPORTING RE,BOOKS			300.00
			300.00	300.00
JE # BT23-00415	JE Trans Date 09/23/2022	JE Posted 09/23/2022		
(006152) 01-6300-0-1110-1000-4200-535-0000	LOTTERY:INSTRUC,BOOKS	Comment PM-C/O TO CORRECT ACCOUNT PO23-00747	809.00	
(027756) 01-6300-0-1150-1000-4100-535-0000	LOTTERY:INSTRUC,APPR TI			809.00
			809.00	809.00
JE # BT23-00416	JE Trans Date 09/23/2022	JE Posted 09/23/2022		
(007540) 01-8150-0-0000-8110-5800-049-0000	ONGOING & MAJOR,PROF/C	Comment JD-SYCAMORE FARMS- PO FOR GOAT USE AS WEED C		2,500.00
(025979) 01-8150-0-0000-8110-5800-033-0000	ONGOING & MAJOR,PROF/C		500.00	
(025980) 01-8150-0-0000-8110-5800-034-0000	ONGOING & MAJOR,PROF/C		1,250.00	
(025981) 01-8150-0-0000-8110-5800-035-0000	ONGOING & MAJOR,PROF/C		750.00	
			2,500.00	2,500.00
JE # BT23-00417	JE Trans Date 09/26/2022	JE Posted 09/26/2022		
(024285) 01-3010-0-1110-1000-4300-524-0000	BAS GNT LOW-INC,MATERI/	Comment LF-CURRICULUM ASSOCIATES FOR MATH	1,947.00	
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)		ESCAPE	ONLINE
				Page 41 of 54

Account		Description		Comment		From	To
(continued)	JE #	BT23-00417	JE Trans Date 09/26/2022	JE Posted 09/26/2022	Comment LF-CURRICULUM ASSOCIATES FOR MATH		
(028512)	01-3010-0-	1110-1000-4200-524-0000	BAS GNT LOW-INC,BOOKS	CR		1,947.00	1,947.00
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(008734)	01-9016-0-	1110-1000-4300-021-0051	DONATIONS,MATERIALS &	DR	3,313.00		
(009032)	01-9016-0-	1250-1000-4300-021-0051	DONATIONS,MATERIALS &	CR		1,947.00	1,947.00
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JE # BT23-00418 JE Trans Date 09/26/2022 JE Posted 09/26/2022 Comment FL-MOVE FUNDS BACK TO MUSIC ACCOUNT							
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JE # BT23-00419 JE Trans Date 09/26/2022 JE Posted 09/26/2022 Comment FL-FOOD FOR MEETINGS							
(008743)	01-9016-0-	1110-1000-4300-021-2110	DONATIONS,MATERIALS &	DR	1,000.00		
(033340)	01-9016-0-	0000-2700-4395-021-2110	DONATIONS,FOOD FOR WO	CR		1,000.00	1,000.00
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JE # BT23-00420 JE Trans Date 09/26/2022 JE Posted 09/26/2022 Comment BD-SAFETY ITEMS FOR ED SERVICES GRANT COORD.							
(033341)	01-9010-0-	0000-2700-4300-055-0018	OTHER RESTRICTE,MATERI	CR		175.00	175.00
(007899)	01-9010-0-	0000-7400-4300-054-0018	OTHER RESTRICTE,MATERI	DR	175.00		
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JE # BT23-00421 JE Trans Date 09/26/2022 JE Posted 09/26/2022 Comment SJ - Broken Camera Replacement for CTE Photo Class							
(024152)	01-6387-0-	6000-1000-4300-530-0000	CAREER TECHNICA,MATER	DR	1,147.00		
(033342)	01-6387-0-	6000-1000-4400-535-0000	CAREER TECHNICA,NON-C/	CR		1,147.00	1,147.00
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JE # BT23-00422 JE Trans Date 09/26/2022 JE Posted 09/26/2022 Comment BD-21.22 ASES CARRYOVER TO SITES							
(024065)	01-6010-0-	1110-1000-4300-521-0000	AFTER-SCHOOL ED,MATERI	CR		2,704.00	2,704.00
(024088)	01-6010-0-	1110-1000-4300-524-0000	AFTER-SCHOOL ED,MATERI	CR		24,662.00	24,662.00
(027640)	01-6010-0-	1110-1000-4399-520-0000	AFTER-SCHOOL ED,HOLDIN	DR	27,366.00		
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JE # BT23-00423 JE Trans Date 09/26/2022 JE Posted 09/26/2022 Comment LO - Soccer Balls							
(020425)	01-0808-0-	0000-2495-4300-831-0808	Measure U,MATERIALS & SU	DR	980.00		
(025228)	01-0808-0-	1110-1000-4300-831-0808	Measure U,MATERIALS & SU	CR		980.00	980.00
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Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)					ESCAPE	ONLINE

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Account	Description	Comment	From	To
JE # BT23-00424 JE Trans Date 09/26/2022 JE Posted 09/26/2022 Comment LO - Office Supplies				
(001931) 01-0000-0-1110-1000-4300-031-0000	NO REPORTING RE, MATERI	DR	700.00	
(000565) 01-0000-0-0000-2700-4300-031-0000	NO REPORTING RE, MATERI	CR		700.00
			700.00	700.00
JE # BT23-00425 JE Trans Date 09/27/2022 JE Posted 09/27/2022 Comment AN - R23-01113				
(006161) 01-6300-0-1110-1000-4300-532-0000	LOTTERY:INSTRUC,MATERI	DR	2,000.00	
(033354) 01-6300-0-1120-1000-4300-532-0000	LOTTERY:INSTRUC,MATERI	CR		2,000.00
			2,000.00	2,000.00
JE # BT23-00426 JE Trans Date 09/27/2022 JE Posted 09/27/2022 Comment JL-Transfer to Correct accounts				
(026784) 01-6546-0-5760-1180-5100-230-0000	MNTL HLTH 20-21,SUBAGRE	CR		21,948.00
(026785) 01-6546-0-5760-1180-5800-230-0000	MNTL HLTH 20-21,PROF/COI	CR		25,000.00
(023103) 01-6546-0-5760-3110-5100-230-0000	MNTL HLTH 20-21,SUBAGRE	DR	21,948.00	
(023106) 01-6546-0-5760-3110-5800-230-0000	MNTL HLTH 20-21,PROF/COI	DR	25,000.00	
			46,948.00	46,948.00
JE # BT23-00427 JE Trans Date 09/27/2022 JE Posted 09/27/2022 Comment JD - THE WATER CONNECTION - REPAIRS TO BACK FLO				
(007539) 01-8150-0-0000-8110-5600-049-0000	ONGOING & MAJOR,RENTAL	DR	5,173.00	
(029760) 01-8150-0-0000-8110-5600-032-0000	ONGOING & MAJOR,RENTAL	CR		480.00
(028356) 01-8150-0-0000-8110-5600-023-0000	ONGOING & MAJOR,RENTAL	CR		4,693.00
			5,173.00	5,173.00
JE # BT23-00428 JE Trans Date 09/27/2022 JE Posted 09/27/2022 Comment JD-ACCT CORRECTION/ACCO WILSON OPEN PO SHS				
(028356) 01-8150-0-0000-8110-5600-023-0000	ONGOING & MAJOR,RENTAL JD-ACCT CORRECTION	DR	4,159.00	
(029760) 01-8150-0-0000-8110-5600-032-0000	ONGOING & MAJOR,RENTAL JD-ACCT CORRECTION	CR		4,159.00
(007539) 01-8150-0-0000-8110-5600-049-0000	ONGOING & MAJOR,RENTAL JD-ACCO WILSON OPEN PO PLUMBING/HVAC	DR	8,000.00	
(026061) 01-8150-0-0000-8110-5600-035-0000	ONGOING & MAJOR,RENTAL JD-ACCO WILSON OPEN PO PLUMBING/HVAC	CR		8,000.00
			12,159.00	12,159.00

Account	Description	Comment	From	To
JE # BT23-00429	JE Trans Date 09/27/2022	JE Posted 09/27/2022	Comment BL-GODOY, LEANA 9/30/22-5/31/23 FROM 2900 TO 2100	
(001496) 01-0000-0-0000-8300-2900-827-0000	NO REPORTING RE,CLASS:I	DR	10,264.00	
(001517) 01-0000-0-0000-8300-3312-827-0000	NO REPORTING RE,FICA:CL	DR	637.00	
(001530) 01-0000-0-0000-8300-3332-827-0000	NO REPORTING RE,MEDICA	DR	149.00	
(001552) 01-0000-0-0000-8300-3502-827-0000	NO REPORTING RE,STATE I	DR	52.00	
(001564) 01-0000-0-0000-8300-3602-827-0000	NO REPORTING RE,WORKE	DR	199.00	
(011171) 01-0000-0-1110-1000-2100-827-0000	NO REPORTING RE,CLASS:I	CR		10,264.00
(001755) 01-0000-0-1110-1000-3312-827-0000	NO REPORTING RE,FICA:CL	CR		637.00
(001804) 01-0000-0-1110-1000-3332-827-0000	NO REPORTING RE,MEDICA	CR		149.00
(001863) 01-0000-0-1110-1000-3502-827-0000	NO REPORTING RE,STATE I	CR		52.00
(001911) 01-0000-0-1110-1000-3602-827-0000	NO REPORTING RE,WORKE	CR		199.00
			11,301.00	11,301.00

Account	Description	Comment	From	To
JE # BT23-00430	JE Trans Date 09/27/2022	JE Posted 09/27/2022	Comment BL-GODOY, LEANA 8/31 FROM 2900 TO 2100	
(001496) 01-0000-0-0000-8300-2900-827-0000	NO REPORTING RE,CLASS:I	DR	225.00	
(001517) 01-0000-0-0000-8300-3312-827-0000	NO REPORTING RE,FICA:CL	DR	14.00	
(001530) 01-0000-0-0000-8300-3332-827-0000	NO REPORTING RE,MEDICA	DR	4.00	
(001552) 01-0000-0-0000-8300-3502-827-0000	NO REPORTING RE,STATE I	DR	2.00	
(001564) 01-0000-0-0000-8300-3602-827-0000	NO REPORTING RE,WORKE	DR	5.00	
(011171) 01-0000-0-1110-1000-2100-827-0000	NO REPORTING RE,CLASS:I	CR		225.00
(001755) 01-0000-0-1110-1000-3312-827-0000	NO REPORTING RE,FICA:CL	CR		14.00
(001804) 01-0000-0-1110-1000-3332-827-0000	NO REPORTING RE,MEDICA	CR		4.00
(001863) 01-0000-0-1110-1000-3502-827-0000	NO REPORTING RE,STATE I	CR		2.00
(001911) 01-0000-0-1110-1000-3602-827-0000	NO REPORTING RE,WORKE	CR		5.00
			250.00	250.00

Account	Description	Comment	From	To
JE # BT23-00431	JE Trans Date 09/28/2022	JE Posted 09/28/2022	Comment TH-PO23-00374	
(011467) 21-9734-0-0000-8500-6202-023-B010	BOND A ELEM,MODERNIZA1	CR		3,935.00
(010424) 21-9734-0-0000-8500-6200-000-0000	BOND A ELEM,BUILDINGS &	DR	3,935.00	
			3,935.00	3,935.00

Account	Description	Comment	From	To
JE # BT23-00432	JE Trans Date 09/28/2022	JE Posted 09/28/2022	Comment TH-R23-01158	
(028045) 21-9733-0-0000-8500-6201-030-B506	BOND A SECONDAR,NEW C	CR		5,477.00
(009895) 21-9733-0-0000-8500-6200-000-0000	BOND A SECONDAR,BUILDII	DR	5,477.00	

Account	Description	Comment	From	To
JE # BT23-00433 JE Trans Date 09/28/2022 JE Posted 09/28/2022 Comment JD-C/O TO CORRECT ACCOUNT				
(028356) 01-8150-0-0000-8110-5600-023-0000	ONGOING & MAJOR,RENTAL	DR	54.00	
(029760) 01-8150-0-0000-8110-5600-032-0000	ONGOING & MAJOR,RENTAL	CR		54.00
			54.00	54.00
JE # BT23-00434 JE Trans Date 09/28/2022 JE Posted 09/28/2022 Comment JL-FIEDLTRIP FOR TOM BENTLEY				
(024183) 01-3550-0-6000-1000-5800-535-0000	C. PERKINS CTE.; PROF/COI	CR		200.00
(029823) 01-3550-0-6000-1000-5710-535-0000	C. PERKINS CTE.; XFER OF I	DR	200.00	
			200.00	200.00
JE # BT23-00435 JE Trans Date 09/28/2022 JE Posted 09/28/2022 Comment AN-GOPHER ORDER				
(001932) 01-0000-0-1110-1000-4300-032-0000	NO REPORTING RE,MATERI	DR	1,500.00	
(028321) 01-0000-0-1140-1000-4300-032-0000	NO REPORTING RE,MATERI	CR		1,500.00
			1,500.00	1,500.00
JE # BT23-00436 JE Trans Date 09/28/2022 JE Posted 09/28/2022 Comment JB-JEWERLY				
(020422) 01-0809-0-1270-4100-4300-834-0809	Measure T,MATERIALS & SU	DR	3,000.00	
(022318) 01-0809-0-1120-4100-4300-834-0809	Measure T,MATERIALS & SU	CR		3,000.00
			3,000.00	3,000.00
JE # BT23-00437 JE Trans Date 09/28/2022 JE Posted 09/28/2022 Comment BL-DEW, CHRISTOPHER FROM 2900 TO 2100 PLAYGR R				
(001493) 01-0000-0-0000-8300-2900-821-0000	NO REPORTING RE,CLASS:I	DR	13,987.00	
(001514) 01-0000-0-0000-8300-3312-821-0000	NO REPORTING RE,FICA:CL	DR	868.00	
(001527) 01-0000-0-0000-8300-3332-821-0000	NO REPORTING RE,MEDICA	DR	203.00	
(001549) 01-0000-0-0000-8300-3502-821-0000	NO REPORTING RE,STATE I	DR	70.00	
(001561) 01-0000-0-0000-8300-3602-821-0000	NO REPORTING RE,WORKE	DR	272.00	
(001657) 01-0000-0-1110-1000-2100-821-0000	NO REPORTING RE,CLASS:I	CR		13,987.00
(001752) 01-0000-0-1110-1000-3312-821-0000	NO REPORTING RE,FICA:CL	CR		868.00
(001801) 01-0000-0-1110-1000-3332-821-0000	NO REPORTING RE,MEDICA	CR		203.00
(001860) 01-0000-0-1110-1000-3502-821-0000	NO REPORTING RE,STATE I	CR		70.00
(001908) 01-0000-0-1110-1000-3602-821-0000	NO REPORTING RE,WORKE	CR		272.00

Account	Description	Comment	From	To
JE # BT23-00438 JE Trans Date 09/28/2022 JE Posted 09/28/2022 Comment BL-DEW, CHRIS 8/31 PLAYGR REC FROM 2900 TO 2100				
(001493)	01-0000-0-0000-8300-2900-821-0000	NO REPORTING RE,CLASS:I	1,555.00	
(001514)	01-0000-0-0000-8300-3312-821-0000	NO REPORTING RE,FICA:CL	97.00	
(001527)	01-0000-0-0000-8300-3332-821-0000	NO REPORTING RE,MEDICA	23.00	
(001549)	01-0000-0-0000-8300-3502-821-0000	NO REPORTING RE,STATE I	8.00	
(001561)	01-0000-0-0000-8300-3602-821-0000	NO REPORTING RE,WORKE	30.00	
(001657)	01-0000-0-1110-1000-2100-821-0000	NO REPORTING RE,CLASS:I		1,555.00
(001752)	01-0000-0-1110-1000-3312-821-0000	NO REPORTING RE,FICA:CL		97.00
(001801)	01-0000-0-1110-1000-3332-821-0000	NO REPORTING RE,MEDICA		23.00
(001860)	01-0000-0-1110-1000-3502-821-0000	NO REPORTING RE,STATE I		8.00
(001908)	01-0000-0-1110-1000-3602-821-0000	NO REPORTING RE,WORKE		30.00
			1,713.00	1,713.00

Account	Description	Comment	From	To
JE # BT23-00439 JE Trans Date 09/28/2022 JE Posted 09/28/2022 Comment BL-MELENDEZ, C PLAYGR REC FROM 2900 TO 2100				
(001494)	01-0000-0-0000-8300-2900-823-0000	NO REPORTING RE,CLASS:I	12,502.00	
(001515)	01-0000-0-0000-8300-3312-823-0000	NO REPORTING RE,FICA:CL	776.00	
(001528)	01-0000-0-0000-8300-3332-823-0000	NO REPORTING RE,MEDICA	182.00	
(001550)	01-0000-0-0000-8300-3502-823-0000	NO REPORTING RE,STATE I	63.00	
(001562)	01-0000-0-0000-8300-3602-823-0000	NO REPORTING RE,WORKE	243.00	
(001658)	01-0000-0-1110-1000-2100-823-0000	NO REPORTING RE,CLASS:I		12,502.00
(001753)	01-0000-0-1110-1000-3312-823-0000	NO REPORTING RE,FICA:CL		776.00
(001802)	01-0000-0-1110-1000-3332-823-0000	NO REPORTING RE,MEDICA		182.00
(001861)	01-0000-0-1110-1000-3502-823-0000	NO REPORTING RE,STATE I		63.00
(001909)	01-0000-0-1110-1000-3602-823-0000	NO REPORTING RE,WORKE		243.00
(001494)	01-0000-0-0000-8300-2900-823-0000	NO REPORTING RE,CLASS:I BL-MELENDEZ, C PLAYGR REC AUG FROM 2900 TO 2100	433.00	
(001515)	01-0000-0-0000-8300-3312-823-0000	NO REPORTING RE,FICA:CL BL-MELENDEZ, C PLAYGR REC AUG FROM 2900 TO 2100	27.00	
(001528)	01-0000-0-0000-8300-3332-823-0000	NO REPORTING RE,MEDICA BL-MELENDEZ, C PLAYGR REC AUG FROM 2900 TO 2100	7.00	
(001550)	01-0000-0-0000-8300-3502-823-0000	NO REPORTING RE,STATE I BL-MELENDEZ, C PLAYGR REC AUG FROM 2900 TO 2100	3.00	
(001562)	01-0000-0-0000-8300-3602-823-0000	NO REPORTING RE,WORKE BL-MELENDEZ, C PLAYGR REC AUG FROM 2900 TO 2100	9.00	

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Account		Description	Comment	From	To
JE #	JE Trans Date	JE Posted			
(continued)	JE # BT23-00439	JE Trans Date 09/28/2022	JE Posted 09/28/2022	Comment BL-MELENDZ, C PLAYGR REC FROM 2900 TO 2100	
(001658)	01-0000-0-1110-1000-2100-823-0000	NO REPORTING RE,CLASS: BL-MELENDZ, C PLAYGR REC AUG	CR		433.00
(001753)	01-0000-0-1110-1000-3312-823-0000	NO REPORTING RE,FICA:CL BL-MELENDZ, C PLAYGR REC AUG	CR		27.00
(001802)	01-0000-0-1110-1000-3332-823-0000	NO REPORTING RE,MEDICA BL-MELENDZ, C PLAYGR REC AUG	CR		7.00
(001861)	01-0000-0-1110-1000-3502-823-0000	NO REPORTING RE,STATE (BL-MELENDZ, C PLAYGR REC AUG	CR		3.00
(001909)	01-0000-0-1110-1000-3602-823-0000	NO REPORTING RE,WORKE BL-MELENDZ, C PLAYGR REC AUG	CR		9.00
				14,245.00	14,245.00
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JE # BT23-00440		JE Trans Date 09/29/2022	JE Posted 09/29/2022	Comment GM - Class sets World/US maps	
(006201)	01-6300-0-3200-1000-4200-536-0000	LOTTERY:INSTRUC,BOOKS	DR	550.00	
(006202)	01-6300-0-3200-1000-4300-536-0000	LOTTERY:INSTRUC,MATERI	CR		550.00
				550.00	550.00
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JE # BT23-00441		JE Trans Date 09/29/2022	JE Posted 09/29/2022	Comment BL-CORONADO, M PLAYGR REC FROM 2900 TO 2100	
(001495)	01-0000-0-0000-8300-2900-824-0000	NO REPORTING RE,CLASS:I	DR	11,564.00	
(001516)	01-0000-0-0000-8300-3312-824-0000	NO REPORTING RE,FICA:CL	DR	717.00	
(001529)	01-0000-0-0000-8300-3332-824-0000	NO REPORTING RE,MEDICA	DR	168.00	
(001551)	01-0000-0-0000-8300-3502-824-0000	NO REPORTING RE,STATE I	DR	58.00	
(001563)	01-0000-0-0000-8300-3602-824-0000	NO REPORTING RE,WORKE	DR	225.00	
(011170)	01-0000-0-1110-1000-2100-824-0000	NO REPORTING RE,CLASS:I	CR		11,564.00
(001754)	01-0000-0-1110-1000-3312-824-0000	NO REPORTING RE,FICA:CL	CR		717.00
(001803)	01-0000-0-1110-1000-3332-824-0000	NO REPORTING RE,MEDICA	CR		168.00
(001862)	01-0000-0-1110-1000-3502-824-0000	NO REPORTING RE,STATE I	CR		58.00
(001910)	01-0000-0-1110-1000-3602-824-0000	NO REPORTING RE,WORKE	CR		225.00
(001495)	01-0000-0-0000-8300-2900-824-0000	NO REPORTING RE,CLASS:I	DR	1,285.00	
(001516)	01-0000-0-0000-8300-3312-824-0000	NO REPORTING RE,FICA:CL	DR	80.00	
(001529)	01-0000-0-0000-8300-3332-824-0000	NO REPORTING RE,MEDICA	DR	19.00	
(001551)	01-0000-0-0000-8300-3502-824-0000	NO REPORTING RE,STATE I	DR	7.00	
(001563)	01-0000-0-0000-8300-3602-824-0000	NO REPORTING RE,WORKE	DR	25.00	
(011170)	01-0000-0-1110-1000-2100-824-0000	NO REPORTING RE,CLASS:I	CR		1,285.00
(001754)	01-0000-0-1110-1000-3312-824-0000	NO REPORTING RE,FICA:CL	CR		80.00
(001803)	01-0000-0-1110-1000-3332-824-0000	NO REPORTING RE,MEDICA	CR		19.00
Selection				ESCAPE	ONLINE
Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = A, Recap? = N)					Page 47 of 54

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Account	Description	Comment	From	To
(continued) JE # BT23-00441	JE Trans Date 09/29/2022	JE Posted 09/29/2022	Comment BL-CORONADO, M PLAYGR REC FROM 2900 TO 2100	
(001862) 01-0000-0-1110-1000-3502-824-0000	NO REPORTING RE,STATE I		CR	7,00
(001910) 01-0000-0-1110-1000-3602-824-0000	NO REPORTING RE,WORKE		CR	25,00
			14,148.00	14,148.00
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JE # BT23-00442	JE Trans Date 09/29/2022	JE Posted 09/29/2022	Comment AN - Follete, JR Lib Guild & Amazon Books	
(006149) 01-6300-0-1110-1000-4200-532-0000	LOTTERY:INSTRUC,BOOKS		DR	
(016204) 01-6300-0-1110-2420-4200-532-0000	LOTTERY:INSTRUC,BOOKS		CR	3,000.00
			3,000.00	3,000.00
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JE # BT23-00443	JE Trans Date 09/29/2022	JE Posted 09/29/2022	Comment TH - BT	
(033506) 21-9734-0-0000-8500-6210-021-B173	Bond A Elem,ARCHITECT/EN R23-01177		CR	10,000.00
(033507) 21-9734-0-0000-8500-6210-038-B174	Bond A Elem,ARCHITECT/EN		CR	10,000.00
(033508) 21-9734-0-0000-8500-6210-023-B175	Bond A Elem,ARCHITECT/EN		CR	10,000.00
(010424) 21-9734-0-0000-8500-6200-000-0000	BOND A ELEM,BUILDINGS &		DR	30,000.00
(033509) 21-9733-0-0000-8500-6210-035-B050	Bond A Secondar,ARCHITEC		CR	15,000.00
(010072) 21-9733-0-0000-8500-6210-035-B029	BOND A SECONDAR,ARCHI		CR	24,800.00
(009895) 21-9733-0-0000-8500-6200-000-0000	BOND A SECONDAR,BUILDII		DR	39,800.00
			69,800.00	69,800.00
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JE # BT23-00444	JE Trans Date 09/29/2022	JE Posted 09/29/2022	Comment GM-LIBRARY BOOKS	
(029649) 01-9016-0-3100-2420-4300-038-3805	DONATIONS,MATERIALS & S		DR	500.00
(033529) 01-9016-0-3100-2420-4200-038-3805	DONATIONS,BOOKS & OTHE		CR	500.00
			500.00	500.00
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JE # BT23-00445	JE Trans Date 09/30/2022	JE Posted 09/30/2022	Comment BD-CORRECTING ACCOUNT STRING - EMP. REIMB.	
(033073) 01-4127-0-0000-3110-5200-535-0044	ESEA:STDNT SUPP,TRAVEL		CR	334.00
(033074) 01-4127-0-1110-1000-5200-535-0044	ESEA:STDNT SUPP,TRAVEL		DR	547.00
(033539) 01-4127-0-0000-2700-5200-535-0044	ESEA:STDNT SUPP,TRAVEL		CR	213.00
			547.00	547.00
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JE # BT23-00446	JE Trans Date 09/30/2022	JE Posted 09/30/2022	Comment BC-CORRECTING FUCNTION	
(029327) 01-6537-0-5760-1180-5800-220-0000	Sped Learn Rec,PROF/CONS		DR	1,750.00
(029384) 01-6537-0-5760-1190-5800-220-0000	Sped Learn Rec,PROF/CONS		CR	1,750.00
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Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)		ESCAPE	ONLINE

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Account	Description	Comment	From	To
(continued) JE # BT23-00446	JE Trans Date 09/30/2022	JE Posted 09/30/2022	Comment BC-CORRECTING FUCNTION	
(029326) 01-6537-0-5760-1180-5800-230-0000	Sped Learn Rec,PROF/CONS	DR	625.00	
(032177) 01-6537-0-5760-1190-5800-230-0000	Sped Learn Rec,PROF/CONS	CR		625.00
			2,375.00	2,375.00
JE # BT23-00447	JE Trans Date 09/30/2022	JE Posted 09/30/2022	Comment BD-ACCOMWILSON OPEN PO FOR REPAIRS PLUMBING	
(007539) 01-8150-0-0000-8110-5600-049-0000	ONGOING & MAJOR,RENTAI	DR	3,000.00	
(018885) 01-8150-0-0000-8110-5600-027-0000	ONGOING & MAJOR,RENTAI	CR		3,000.00
			3,000.00	3,000.00
JE # BT23-00448	JE Trans Date 09/30/2022	JE Posted 09/30/2022	Comment JD-SC FIRE EQUIP-REPAIRS/INSPECTIONS	
(007540) 01-8150-0-0000-8110-5800-049-0000	ONGOING & MAJOR,PROF/C	DR	272.00	
(026058) 01-8150-0-0000-8110-5800-021-0000	ONGOING & MAJOR,PROF/C	CR		194.00
(026056) 01-8150-0-0000-8110-5800-031-0000	ONGOING & MAJOR,PROF/C	CR		78.00
			272.00	272.00
JE # BT23-00449	JE Trans Date 10/03/2022	JE Posted 10/03/2022	Comment JD-ACCOMWILSON HH	
(007539) 01-8150-0-0000-8110-5600-049-0000	ONGOING & MAJOR,RENTAI	DR	16,450.00	
(026060) 01-8150-0-0000-8110-5600-033-0000	ONGOING & MAJOR,RENTAI	CR		16,450.00
			16,450.00	16,450.00
JE # BT23-00450	JE Trans Date 10/03/2022	JE Posted 10/03/2022	Comment AN-PO23-01001 ADD FUNDS	
(006149) 01-6300-0-1110-1000-4200-532-0000	LOTTERY:INSTRUC,BOOKS	DR	500.00	
(016204) 01-6300-0-1110-2420-4200-532-0000	LOTTERY:INSTRUC,BOOKS	CR		500.00
			500.00	500.00
JE # BT23-00451	JE Trans Date 10/03/2022	JE Posted 10/03/2022	Comment AN-BOOK FAIR INVOICE	
(008204) 01-9010-0-1110-2420-4200-032-0089	OTHER RESTRICTE,BOOKS	CR		209.00
(008217) 01-9010-0-1110-2420-4300-032-0089	OTHER RESTRICTE,MATERI	DR	209.00	
			209.00	209.00
JE # BT23-00452	JE Trans Date 10/03/2022	JE Posted 10/03/2022	Comment PS-COMPUTERS	
(000587) 01-0000-0-0000-2700-4400-033-0000	NO REPORTING RE,NON-C/A	CR		1,341.00
(000567) 01-0000-0-0000-2700-4300-033-0000	NO REPORTING RE,MATERI	DR	1,341.00	
Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)			ESCAPE	ONLINE

Account	Description	Comment	From	To
JE # BT23-00453 JE Trans Date 10/04/2022 JE Posted 10/04/2022 Comment BD- TO CORRECT ER23-00148				
(000993) 01-0000-0-0000-3140-4300-600-0000	NO REPORTING RE, MATERI	DR	20.00	
(032695) 01-0000-0-0000-3140-4395-600-0000	NO REPORTING RE, FOOD F	CR		20.00
			20.00	20.00
JE # BT23-00454 JE Trans Date 10/04/2022 JE Posted 10/04/2022 Comment ML - Snacks for meeting				
(000993) 01-0000-0-0000-3140-4300-600-0000	NO REPORTING RE, MATERI	DR	100.00	
(032695) 01-0000-0-0000-3140-4395-600-0000	NO REPORTING RE, FOOD F	CR		100.00
			100.00	100.00
JE # BT23-00455 JE Trans Date 10/04/2022 JE Posted 10/04/2022 Comment SJ-OBJECT CODE FOR IN-SERVICE				
(033185) 01-4127-0-0000-2140-5200-525-0000	ESEA:STDNT SUPP, TRAVEL	DR	1,000.00	
(033556) 01-4127-0-0000-2140-5800-525-0000	ESEA:STDNT SUPP, PROF/C	CR		1,000.00
			1,000.00	1,000.00
JE # BT23-00456 JE Trans Date 10/04/2022 JE Posted 10/04/2022 Comment AN-JW PEPPER SHEET MUSIC/ER WELLS				
(006149) 01-6300-0-1110-1000-4200-532-0000	LOTTERY:INSTRUC,BOOKS AN-JW PEPPER SHEET MUSIC	DR	1,500.00	
(033555) 01-6300-0-1250-1000-4300-532-0000	LOTTERY:INSTRUC,MATERI AN-JW PEPPER SHEET MUSIC	CR		1,500.00
(001932) 01-0000-0-1110-1000-4300-032-0000	NO REPORTING RE, MATERI AN-ER WELLS	DR	101.00	
(023312) 01-0000-0-1530-1000-4300-032-0000	NO REPORTING RE, MATERI AN-ER WELLS	CR		101.00
			1,601.00	1,601.00
JE # BT23-00457 JE Trans Date 10/04/2022 JE Posted 10/04/2022 Comment AN - ER Wells				
(001932) 01-0000-0-1110-1000-4300-032-0000	NO REPORTING RE, MATERI	DR	101.00	
(023312) 01-0000-0-1530-1000-4300-032-0000	NO REPORTING RE, MATERI	CR		101.00
			101.00	101.00
JE # BT23-00458 JE Trans Date 10/04/2022 JE Posted 10/04/2022 Comment GM-MATH MANIPULATIVES				
(006205) 01-6300-0-3300-1000-4200-537-0000	LOTTERY:INSTRUC,BOOKS	DR	150.00	
(006207) 01-6300-0-3300-1000-4300-537-0000	LOTTERY:INSTRUC,MATERI	CR		150.00
			150.00	150.00

Account	Description	Comment	From	To
JE # BT23-00459 JE Trans Date 10/04/2022 JE Posted 10/04/2022 Comment PS-SUPPLEMENTAL IB BOOKS FOR LIBRARY				
(028050) 01-3010-0-1110-2420-4200-533-0000	BAS GNT LOW-INC,BOOKS &	CR	150.00	151.00
(024390) 01-3010-0-1110-1000-4300-533-0000	BAS GNT LOW-INC,MATERI/	DR	151.00	
<hr/>				
JE # BT23-00460 JE Trans Date 10/05/2022 JE Posted 10/05/2022 Comment BC-APPLE MAC PURCHASE				
(006302) 01-6500-0-5001-2110-4300-200-0000	SE:STATE LOCAL,MATERIAL	DR	1,459.00	
(006303) 01-6500-0-5001-2110-4400-200-0000	SE:STATE LOCAL,NON-CAPI	CR		1,459.00
<hr/>				
JE # BT23-00461 JE Trans Date 10/05/2022 JE Posted 10/05/2022 Comment AN - Amazon order for PE Dewey				
(001932) 01-0000-0-1110-1000-4300-032-0000	NO REPORTING RE,MATERI	DR	483.00	
(028321) 01-0000-0-1140-1000-4300-032-0000	NO REPORTING RE,MATERI	CR		483.00
<hr/>				
JE # BT23-00462 JE Trans Date 10/05/2022 JE Posted 10/05/2022 Comment JD-KOALA TREE CARE SCHS				
(007540) 01-8150-0-0000-8110-5800-049-0000	ONGOING & MAJOR,PROF/C	DR	5,000.00	
(025980) 01-8150-0-0000-8110-5800-034-0000	ONGOING & MAJOR,PROF/C	CR		5,000.00
<hr/>				
JE # BT23-00463 JE Trans Date 10/05/2022 JE Posted 10/05/2022 Comment JB-SCIENCE				
(006151) 01-6300-0-1110-1000-4200-534-0000	LOTTERY:INSTRUC,BOOKS JB-SCIENCE SUPPLIES LOTTERY	DR	3,640.00	
(006181) 01-6300-0-1150-1000-4300-534-0000	LOTTERY:INSTRUC,MATERI	CR		3,640.00
(001935) 01-0000-0-1110-1000-4300-034-0000	NO REPORTING RE,MATERI JB-SCIENCE UNIT	DR	4,600.00	
(002251) 01-0000-0-1150-1000-4300-034-0000	NO REPORTING RE,MATERI JB-SCIENCE UNIT	CR		4,600.00
<hr/>				
JE # BT23-00464 JE Trans Date 10/06/2022 JE Posted 10/06/2022 Comment TH-R23-01232				
(032776) 21-9734-0-0000-8500-6280-038-B020	Bond A Elem,CONSTRUCTIO	CR		10,600.00
(010424) 21-9734-0-0000-8500-6200-000-0000	BOND A ELEM,BUILDINGS &	DR	10,600.00	
<hr/>				
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)	ESCAPE	ONLINE	Page 51 of 54

Account	Description	Comment	From	To
JE # BT23-00465 JE Trans Date 10/06/2022 JE Posted 10/06/2022 Comment BD-22-23 LIBRARY FUNDS				
(033560) 01-0000-0-1110-2420-4300-521- CMP1	NO REPORTING RE, MATERI	CR		1,500.00
(033561) 01-0000-0-1110-2420-4300-523- CMP1	NO REPORTING RE, MATERI	CR		1,500.00
(033562) 01-0000-0-1110-2420-4300-524- CMP1	NO REPORTING RE, MATERI	CR		1,500.00
(033563) 01-0000-0-1110-2420-4300-527- CMP1	NO REPORTING RE, MATERI	CR		1,500.00
(033564) 01-0000-0-1110-2420-4300-531- CMP1	NO REPORTING RE, MATERI	CR		1,500.00
(033565) 01-0000-0-1110-2420-4300-532- CMP1	NO REPORTING RE, MATERI	CR		1,500.00
(033569) 01-0000-0-1110-2420-4300-538- CMP1	NO REPORTING RE, MATERI	CR		1,500.00
(033566) 01-0000-0-1110-2420-4300-533- CMP1	NO REPORTING RE, MATERI	CR		2,000.00
(033567) 01-0000-0-1110-2420-4300-534- CMP1	NO REPORTING RE, MATERI	CR		2,000.00
(033568) 01-0000-0-1110-2420-4300-535- CMP1	NO REPORTING RE, MATERI	CR		2,000.00
(017940) 01-0000-0-1110-1000-4200-500- crp1	NO REPORTING RE, BOOKS	DR	16,500.00	
			16,500.00	16,500.00
JE # BT23-00466 JE Trans Date 10/06/2022 JE Posted 10/06/2022 Comment JB-STAFF FOOD FOR MEETING				
(008779) 01-9016-0-1110-1000-4300-034- 3457	DONATIONS, MATERIALS & S	DR	600.00	
(033570) 01-9016-0-0000-2700-4395-034- 3457	DONATIONS, FOOD FOR WO	CR		600.00
			600.00	600.00
JE # BT23-00467 JE Trans Date 10/06/2022 JE Posted 10/06/2022 Comment PS-LIBRARY GUILD BOOKS				
(012430) 01-6300-0-1110-2420-4200-533- 0000	LOTTERY:INSTRUC, BOOKS	CR		2,500.00
(006150) 01-6300-0-1110-1000-4200-533- 0000	LOTTERY:INSTRUC, BOOKS	DR	2,500.00	
			2,500.00	2,500.00
JE # BT23-00468 JE Trans Date 10/06/2022 JE Posted 10/06/2022 Comment PM-PRINTED ENVELOPES FOR COUNSELING				
(000605) 01-0000-0-0000-2700-5800-035- 0000	NO REPORTING RE, PROF/C	DR	102.00	
(029175) 01-0000-0-0000-3110-5800-035- 0000	NO REPORTING RE, PROF/C	CR		102.00
			102.00	102.00
JE # BT23-00469 JE Trans Date 10/06/2022 JE Posted 10/06/2022 Comment PS-ENGLISH CLASSROOM SUPPLIES				
(032515) 01-0700-0-1190-1000-4300-033- 0000	LCFF SUPP FUNDI, MATERIA	CR		36.00
(003646) 01-0700-0-1110-1000-4300-033- 0000	LCFF SUPP FUNDI, MATERIA	DR	36.00	
			36.00	36.00
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)	ESCAPE	ONLINE	Page 52 of 54

Account	Description	Comment	From	To
JE # BT23-00470 JE Trans Date 10/06/2022 JE Posted 10/06/2022 Comment BD-AMAZON PO CREDIT				
(027608) 01-3010-0-1110-1000-4399-520-0000	BAS GNT LOW-INC,HOLDINC	DR	1.00	
(032428) 01-3010-0-1115-1000-4300-505-0000	BAS GNT LOW-INC,MATERI	CR		1.00
			1.00	1.00
JE # BT23-00471 JE Trans Date 10/06/2022 JE Posted 10/06/2022 Comment LF-PARENT ENGAGEMENT SUPPLIES				
(003640) 01-0700-0-1110-1000-4300-024-0000	LCFF SUPP FUNDI,MATERIA	DR	2,000.00	
(033571) 01-0700-0-0000-2495-4300-024-0000	LCFF SUPP FUNDI,MATERIA	CR		2,000.00
			2,000.00	2,000.00
JE # BT23-00472 JE Trans Date 10/07/2022 JE Posted 10/07/2022 Comment LO-ART SUPPLIES				
(008111) 01-9010-0-1110-1000-4300-031-0089	OTHER RESTRICTE,MATERI	DR	300.00	
(008373) 01-9010-0-1510-1000-4300-031-0089	OTHER RESTRICTE,MATERI	CR		300.00
			300.00	300.00
JE # BT23-00473 JE Trans Date 10/07/2022 JE Posted 10/07/2022 Comment BL-LIBRARY BOOK REIMB,GRIFFFITH				
(008216) 01-9010-0-1110-2420-4300-027-0089	OTHER RESTRICTE,MATERI	DR	44.00	
(033575) 01-9010-0-1110-2420-4200-027-0089	OTHER RESTRICTE,BOOKS	CR		44.00
			44.00	44.00
JE # BT23-00474 JE Trans Date 10/07/2022 JE Posted 10/07/2022 Comment EB-ESTRELLITA-LUNITA PROGRAM				
(006145) 01-6300-0-1110-1000-4200-523-0000	LOTTERY:INSTRUC,BOOKS	DR	2,400.00	
(006156) 01-6300-0-1110-1000-4300-523-0000	LOTTERY:INSTRUC,MATERI	CR		2,400.00
			2,400.00	2,400.00
JE # BT23-00475 JE Trans Date 10/07/2022 JE Posted 10/07/2022 Comment BL-WL LIBRARY BOOKS				
(033575) 01-9010-0-1110-2420-4200-027-0089	OTHER RESTRICTE,BOOKS	CR		50.00
(008216) 01-9010-0-1110-2420-4300-027-0089	OTHER RESTRICTE,MATERI	DR	50.00	
			50.00	50.00
JE # BT23-00476 JE Trans Date 10/07/2022 JE Posted 10/07/2022 Comment PS - Science Supplies				
Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 9/20/2022, Ending Transaction Date = 10/7/2022, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)				

Effective 09/20/2022 through 10/07/2022

Fiscal Year 2023

Account		Description	Comment	From	To
(continued)	JE # BT23-00476	JE Trans Date 10/07/2022	JE Posted 10/07/2022		
(032890)	01-0700-0-1150-1000-4300-033-0000	LCFF SUPP FUNDI,MATERIA	Comment PS - Science Supplies		526.00
(003646)	01-0700-0-1110-1000-4300-033-0000	LCFF SUPP FUNDI,MATERIA	DR	526.00	
				526.00	526.00
Total for Org 014				34,022,390.00	81,815,855.00

Org 014 Net <Decrease> in Estimated Fund Balance 371,453.00-

Net increase to Appropriations

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Disposition of Surplus Property

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Authorize the Assistant Superintendent of Business Services, or his designee, to sell or dispose of the surplus property on the attached list(s) in accordance with Board Policy 3270 and Administrative Regulation 3270A.

BACKGROUND:

Education Code Section 17545 (a) provides that the Board of Education may sell for cash any personal property belonging to the District if the property is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use. (b) The governing board may choose to conduct any sale of personal property authorized under this section by means of a public auction conducted by employees of the district or other public agencies, or by contract with a private auction firm. The board may delegate to the district employee responsible for conducting the auction the authority to transfer the personal property to the highest responsible bidder upon completion of the auction and after payment has been received by the district.

Section 17546(a) If the governing board, by a unanimous vote of those members present, finds that the property, whether one or more items, does not exceed in value the sum of two thousand five hundred dollars (\$2,500), it may be sold at private sale without advertising, by any employee of the district empowered for that purpose by the board. (b) Any item or items of property having previously been offered for sale pursuant to Section 17545, but for which no qualified bid was received, may be sold at private sale without advertising by any employee of the district empowered for that purpose by the board. (c) If the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump on order of any employee of the district empowered for that purpose by the board.

Per Education Code 60530(b), instructional materials may be destroyed by any economical means, provided that no instructional material shall be destroyed until 30 days after the governing board has given notice to all persons who have filed a request for such notice.

FISCAL IMPACT:

None

This work is in direct support of the following District goal and its corresponding metric:

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

SCCS BOARD OF EDUCATION
MEETING OF October 19, 2022
SURPLUS PROPERTY

DEPARTMENT: Small Schools/IT

	# Copies	Property Description	Year/Age	Condition	Value
	30	Lenovo N42	2016	End of Life	\$190
	11	HP 11 G4	2015	End of Life	\$89
	2	HP 14 G4	2015	End of Life	\$89
	1	HP11 G6	2015	End of Life	\$89
	1	HP11 G8	2015	End of Life	\$89
	1	HP14 G5	2016	End of Life	\$89
	1	2014 Imac	2014	End of Life	\$120

It is recommended that the Board of Education authorize the Assistant Superintendent, Business Services, or his designee, to sell or dispose of the surplus property in accordance with Board Policy 3270 and Administrative Regulation 3270A.

Approval Date: _____ **Approved By:** _____

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Budget Development Calendar

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the 2022-23 Budget Development Calendar.

BACKGROUND:

The Budget Development Calendar establishes a timeline for the development, review, and acceptance of the 2022-23 budget. The development of the annual budget is an important process that ensures fiscal solvency and the achievement of the District's educational goals.

The Budget calendar highlights the Budget Advisory Committee meetings, District Advisory Committee meetings and the Board meetings in which budgetary information is to be presented.

FISCAL IMPACT:

None

This work is in direct support of the following District goals and its corresponding metrics:

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

SANTA CRUZ CITY SCHOOLS
2022-23 BUDGET DEVELOPMENT CALENDAR
& COMMUNITY INPUT CALENDAR



Budget Advisory Committee (BAC) Meetings ¹		Board of Trustees Meetings		Board Community & District Advisory Committee (DAC) Meetings	
Sept. (No Meeting)		Aug. 31 Sept. 14 Sept. 28	Opening Enrollment 2021-22 Unaudited Actuals	Sept. 28 Board Meeting	LCAP Update: MTSS Role of Paraeducators in Academic and Behavioral Support
Oct. (No Meeting)		Oct. 19	2022-23 CBEDS Preliminary Enrollment Report	Oct. 12 Parent Leader Dinner	LCAP input from Parent Leaders October 15: LCAP Surveys for Families, Staff and Students
Nov. 15	Multi-Year Projections Review of CBEDS Enrollment & Enrollment Projections (MYPs w/reduced %)	Nov. 2 Nov. 16	Study Session – Curriculum	Nov. 3 Superintendent’s Advisory on Race & Equity Nov. 29 Parent Leader Dinner	LCAP Surveys for Families, Staff and Students closes LCAP student input from Superintendent’s Advisory on Race & Equity
Dec. 13 Tuesday	Review/Discuss Multi Year Projection (MYP) for 2022-23 1st Interim data	Dec. 14 Dec. 21	Approve 2022-23 1 st Interim Report Study Session	Dec. 5 Superintendent’s Student Advisory Council	
Jan. 24 Tuesday	Governor’s Proposed 2023-24 Budget	Jan. 11 Jan. 18	Accept 2021-22 Audits Governance Session	Jan. 31 Parent Leader Dinner	LCAP Update: SPSA Mid-Year Progress Report LCAP Update: EL Master Plan Update

¹ BAC Meeting dates are tentative, and subject to change based on Board feedback and/or fiscal outlook and information received from the State.

SANTA CRUZ CITY SCHOOLS

2022-23 BUDGET DEVELOPMENT CALENDAR & COMMUNITY INPUT CALENDAR



Feb. (No Meeting)		Feb. 8 Feb. 22	Report on Governor's Proposed 2023-24 Budget Preliminary Enrollment Projections	Feb. 2 Superintendent's Advisory on Race & Equity Feb. 6 Superintendent's Student Advisory Council Feb. 21 DAC	LCAP Budget Changes for 22-23 Define purpose and process of the LCAP cycle; share current programs and resources funded through LCAP Review Family LCAP Survey Data
Budget Advisory Committee (BAC) Meetings ¹		Board of Trustees Meetings		Board Community & District Advisory Committee (DAC) Meetings	
March 14 Tuesday	2022-23 Revenue & Expenditure Assumptions LCAP Survey Results Review/Discuss MYP 2 nd Interim Financial Report for 2022-23	March 8 March 22	Approve 2 nd Interim Report LCAP MTSS School Climate & Culture, Academic Supports & Budget Changes for 22-23	March 8 Board Meeting March 21 DAC March 22 Board Meeting	LCAP Update: Climate & Culture Review student data and student survey data; contribute annual evaluation to revision of the LCAP LCAP Update: MTSS Academic Supports
April (no meeting)		April 12 April 26	LCAP EL Master Plan Update Board Governance Session	April 18 DAC	Review recommendations for the revision of the LCAP

¹ BAC Meeting dates are tentative, and subject to change based on Board feedback and/or fiscal outlook and information received from the State.

**SANTA CRUZ CITY SCHOOLS
2022-23 BUDGET DEVELOPMENT CALENDAR
& COMMUNITY INPUT CALENDAR**



<p>May 30 Tuesday</p>	<p>2023-24 Budget Update that includes Governor's May Revise</p>	<p>May 10 May 24</p>	<p>Budget Study Session Report on Governor's 2023-24 May Revise Budget</p>	<p>May 4 Superintendent's Advisory on Race & Equity May 16 DAC</p>	<p>Review revised LCAP, give final input before sending it to the Board</p>
		<p>May 31 June 14</p>	<p>Public Hearing on 2023-24 Budget LCAP Public Hearing LCAP Approval Approve 2023-24 Budget</p>	<p>May 31 Board Meeting June 14 Board Meeting</p>	<p>Board Hearing & Approval LCAP LCAP Approval Single Plans Approval</p>

DRAFT

¹ BAC Meeting dates are tentative, and subject to change based on Board feedback and/or fiscal outlook and information received from the State.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Resolution 14-22-23 California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE) Ventilation Grant Phase 2

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Resolution 14-22-23 to accept the California Schools Healthy Air, Plumbing, and Efficiency Program Grant (CalSHAPE) Phase 2.

BACKGROUND:

The California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE) provides funding to upgrade heating, air conditioning, and ventilation (HVAC) systems in public schools. SCCS has been proactive in working with Climatec in applying for this program. The District worked to improve indoor air quality prior to these grants and now there are new requirements of AB-841 to install CO2 sensor technology in all classroom spaces. We received funding for five of our schools previously. The Board accepted the grant for these schools at a September Board meeting. The California Energy Commission has approved the District for reimbursement funding now for our remaining five school sites.

The District Board recently approved the resolution 10-22-23 and CEC agreement for the initial round of funding in September, which was worth \$376,320.34. For this round of funding, two grants received approval. Staff recommends approval of a resolution to receive an additional \$470,039.54 to install CO2 sensor technology at the remainder of our schools.

FISCAL IMPACT:

Grant amount: \$470,039.54

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Prepared by Trevor Miller, Director, Facility Services

AGENDA ITEM: 8.1.2.6.

SANTA CRUZ CITY SCHOOL DISTRICT
RESOLUTION No. 14-22-23

BEFORE THE SANTA CRUZ CITY SCHOOLS SCHOOL BOARD
AUTHORIZING California Schools Healthy Air, Plumbing, and Efficiency
Program Governing Body Resolution

WHEREAS, on October 19, 2022, the Board of Directors of the Santa Cruz City Schools met in regular session; and

WHEREAS, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

NOW THEREFORE, BE IT RESOLVED, that Santa Cruz City Schools Board Governing Body authorizes the LEA to apply for a grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), the Governing Body finds that the activity funded by the grant is as follows:

A project that is exempt under Class one and Class three Categorical Exemptions of the State CEQA Guidelines because planning, installation, and minor alteration of existing facilities are categorically exempt from the provisions of CEQA under the Class one categorical exemption for the operation and minor alteration of existing structures, facilities, and or mechanical equipment (14 CCR 15301). Installation of equipment is exempt from CEQA under the Class three Categorical Exemption (14 CCR 15303)

On motion of _____, Seconded by _____, the forgoing resolution is hereby PASSED and ADOPTED BY the Santa Cruz City Schools Governing Board on this October 19, 2022 by the following

votes:

AYES: _____ NOES: _____ ABSTAIN: _____ ABSENT: _____

Santa Cruz City Schools, School District

President of the Governing Board of Santa Cruz City Schools

ATTEST:

Clerk of the Governing Board
Of Santa Cruz City Schools

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Bond Project Notices of Completion

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Accept four Bond project notices of completion.

BACKGROUND:

This work has been inspected and complies with the plans and specifications of the vendor contracts. The District has determined that these projects are complete. The Board is asked to accept the completion of these projects by approving the attached Notices of Completion, which will be duly filed with the County. In order to comply with Public Contract Code, these Notices of Completion must be made official so that we can pay the contractor by the required timelines and not incur financial penalties.

CONTRACTOR	PROJECT	Completion Date
Ross Recreation	DeLaveaga Elementary School Kinder Play Equipment Rubber Fall Protection	09/21/2022
Landscape Structure	DeLaveaga Elementary School Kinder Play Equipment Retrofit	09/21/2022
American Modular	Transportation Office Building	09/23/2022
Kent Construction	Transportation Yard New Office Building Site Work	09/02/2022

FISCAL IMPACT:

None.

This work is in direct support of the following District goals and their corresponding metrics:

- Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.
- Goal #5: SCCS will maintain a balanced budget and efficient and effective management.
- Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

Prepared by Trevor Miller, Director, Facility Services

AGENDA ITEM: 8.1.2.7.



Santa Cruz City Schools
Facility Services
536 Palm Street, Santa Cruz, CA 95060
(831) 429-3904

NOTICE OF COMPLETION

Date: October 19, 2022
To: Landscape Structures
Project: DeLaveaga Elementary School Kinder Play Equipment Retrofit,
Santa Cruz City Schools

THE SANTA CRUZ CITY SCHOOLS DISTRICT HEREBY GIVES NOTICE THAT:

The address of this School District is 133 Mission Street, Suite 100, Santa Cruz, California 95060.

On April 27, 2022, this District contracted with: Landscape Structures 601 7th Street South, Delano, MN 55328

As Contractor; and with RLI Insurance Company as Surety for said Contractor, for work of

Kinder Play Equipment Retrofit performed on District grounds at: DeLaveaga Elementary School 1145

Morrissey Blvd, Santa Cruz, Ca 95060.

It has been certified that this work has been inspected and complies with the plans and specifications, and that the Contractor completed the work on September 21, 2022.

The work of improvement described above is accepted as completed, and the Assistant Superintendent for Business Services has filed for recording this Notice as a Notice of Completion in connection with that contract.

Jim Monreal
Assistant Superintendent, Business Services
Santa Cruz City Schools



Santa Cruz City Schools
Facility Services
536 Palm Street, Santa Cruz, CA 95060
(831) 429-3904

NOTICE OF COMPLETION

Date: October 19, 2022
To: Ross Recreation Equipment
Project: DeLaveaga Elementary School Kinder Play Equipment Rubber Fall Protection,
Santa Cruz City Schools

THE SANTA CRUZ CITY SCHOOLS DISTRICT HEREBY GIVES NOTICE THAT:

The address of this School District is 133 Mission Street, Suite 100, Santa Cruz, California 95060.

On May 4, 2022, this District contracted with: Ross Recreation Equipment 100 Bush Creek Road, Suite 206 Santa Rosa, CA 95404 As Contractor; and with Merchants Bonding Co. as Surety for said Contractor, for work of Kinder Play Equipment Rubber Fall Protection performed on District grounds at: DeLaveaga Elementary School 1145 Morrissey Blvd, Santa Cruz, Ca 95060.

It has been certified that this work has been inspected and complies with the plans and specifications, and that the Contractor completed the work on September 21, 2022.

The work of improvement described above is accepted as completed, and the Assistant Superintendent for Business Services has filed for recording this Notice as a Notice of Completion in connection with that contract.

Jim Monreal
Assistant Superintendent, Business Services
Santa Cruz City Schools



Santa Cruz City Schools
Facility Services
536 Palm Street, Santa Cruz, CA 95060
(831) 429-3904

NOTICE OF COMPLETION

Date: October 19, 2022
To: American Modular Systems, Inc.
Project: Harbor High School Transportation Office,
Santa Cruz City Schools

THE SANTA CRUZ CITY SCHOOLS DISTRICT HEREBY GIVES NOTICE THAT:

The address of this School District is 133 Mission Street, Suite 100, Santa Cruz, California 95060.

On September 22, 2020, this District contracted with: American Modular Systems, Inc. as Contractor; and with Western Surety Company as Surety for said Contractor, for work of Transportation Office performed on District grounds at: Harbor High School, 300 La Fonda Ave., Santa Cruz, Ca 95062.

It has been certified that this work has been inspected and complies with the plans and specifications, and that the Contractor completed the work on September 23, 2022.

The work of improvement described above is accepted as completed, and the Assistant Superintendent for Business Services has filed for recording this Notice as a Notice of Completion in connection with that contract.

Jim Monreal
Assistant Superintendent, Business Services
Santa Cruz City Schools



Santa Cruz City Schools
Facility Services
536 Palm Street, Santa Cruz, CA 95060
(831) 429-3904

NOTICE OF COMPLETION

Date: October 19, 2022
To: Larry S. Kent Inc., dba Kent Construction
Project: Transportation Yard New Office Building Site Work,
Santa Cruz City Schools

THE SANTA CRUZ CITY SCHOOLS DISTRICT HEREBY GIVES NOTICE THAT:

The address of this School District is 133 Mission Street, Suite 100, Santa Cruz, California 95060.

On March 24, 2022, this District contracted with: Larry S. Kent Inc., dba Kent Construction, 8505 Church St. #12 Gilroy, CA 95020 as Contractor; and with Travelers Casualty and Surety Company of America as Surety for said Contractor, for work of Transportation Yard New Office Building Site Work performed on District grounds at: 300 La Fonda Ave, Santa Cruz, Ca 95062.

It has been certified that this work has been inspected and complies with the plans and specifications, and that the Contractor completed the work on September 6, 2022.

The work of improvement described above is accepted as completed, and the Assistant Superintendent for Business Services has filed for recording this Notice as a Notice of Completion in connection with that contract.

Jim Monreal
Assistant Superintendent, Business Services
Santa Cruz City Schools

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Certificated Personnel Actions

MEETING DATE: October 19, 2022

FROM: Molly Parks, Assistant Superintendent of Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the certificated personnel actions as submitted.

BACKGROUND:

The attached certificated personnel actions are submitted in accordance with District policy, California Education Code and the negotiated contract.

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

2022-2023 EXTRA WORK ASSIGNMENTS:

Marina Aceves Gagne, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 – 4/15/23, not to exceed 2 hours

Christopher Alreck, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 – 4/15/23, not to exceed 2 hours

Danielle Brown, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 – 4/15/23, not to exceed 2 hours

Alice Cato, Holy Cross Student Assessments, Special Education, 8/10/22 –5/26/23, not to exceed 100 hours

Benjamin Centanni, SLT Meetings, DeLaveaga Elementary, 8/10/22 –6/15/23, not to exceed 15 hours

Nearly Cernasky, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 – 4/15/23, not to exceed 2 hours

John Churilla, IB Team Meetings, Harbor High, 9/16/22 –6/15/23, not to exceed 4 hours

Sarah Corbin, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 –4/15/23, not to exceed 2 hours

Georgia Cuddihy, IB Team Meetings, Harbor High, 9/16/22 –6/15/23, not to exceed 4 hours

Melissa Dear, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 –4/15/23, not to exceed 2 hours

Alyson Diebert, New Student Prep, Westlake Elementary, 8/16/22 –9/15/23, not to exceed 1 hour

Nina Dutta, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 –4/15/23, not to exceed 2 hours

Christina Fairbairn, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 – 4/15/23, not to exceed 2 hours

Gjon Feinstein, Chess Enrichment Provider, Westlake Elementary, 9/27/22 –5/15/23, not to exceed 42 hours

2022-2023 EXTRA WORK ASSIGNMENTS (continued):

Thomas French, IB Team Meetings, Harbor High, 9/16/22 –6/15/23, not to exceed 4 hours

Teresa Gaims, IB Team Meetings, Harbor High, 9/16/22 –6/15/23, not to exceed 4 hours

Jack Geier, IB Team Meetings, Harbor High, 9/16/22 –6/15/23, not to exceed 4 hours

Lars Gilbert, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 –4/15/23, not to exceed 2 hours

Alexandre Godinho, Capoeira Enrichment Provider, Westlake Elementary, 9/7/22 –5/17/23, not to exceed 56 hours

Rhea Hadzis, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 –4/15/23, not to exceed 2 hours

Aliza Heckert, Art History & Design Enrichment Provider, Mission Hill Middle, 9/16/22 –12/21/22, not to exceed 30 hours

Pamela Hernandez, ELPAC Testing, DeLaveaga Elementary, 8/16/22 –10/15/22, not to exceed 6 hours

Randi Isaacs, Dance Enrichment Provider, DeLaveaga Elementary, 10/3/22 –1/15/23, not to exceed 20 hours

Zoe Iyer, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 –4/15/23, not to exceed 2 hours

Sarah Kletzer, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 –4/15/23, not to exceed 2 hours

Margaret LaMotte, RTI Coordinator Support, Bay View Elementary, 8/16/22 –12/15/22, not to exceed 100 hours

Erica LeBlanc, Extra RTI Coordinator Hours, Bay View Elementary, 8/16/22 –12/15/22, not to exceed 25 hours

Sarah Lipson, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 –4/15/23, not to exceed 2 hours

2022-2023 EXTRA WORK ASSIGNMENTS (continued):

Samantha Moses, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 – 4/15/23, not to exceed 2 hours

Jill Murgia, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 –4/15/23, not to exceed 2 hours

Regina Myer, Hip Hop Dance Enrichment Provider, Westlake Elementary, 9/21/22 –5/15/23, not to exceed 84 hours

Marion Noguera, Embroidery Enrichment Provider, Mission Hill Middle, 9/16/22 –12/21/22, not to exceed 30 hours

Matthew Oderman, IB Team Meetings, Harbor High, 8/16/22 –6/15/23, not to exceed 11 hours

Suzanne Ordway, IB Team Meetings, Harbor High, 9/16/22 –6/15/23, not to exceed 4 hours

Jeffrey Osborne, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 – 4/15/23, not to exceed 2 hours

Gwendolyn Rendon, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 – 4/15/23, not to exceed 2 hours

Nikola Ristic, Mindfulness Enrichment Provider, Mission Hill Middle, 9/16/22 –12/21/22, not to exceed 30 hours

Jennifer Rivas Merino, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 – 4/15/23, not to exceed 2 hours

Jon Sapp, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 –4/15/23, not to exceed 2 hours

Alyssa Saylor, IB Team Meetings, Harbor High, 9/16/22 –6/15/23, not to exceed 4 hours

Elizabeth Shafer, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 – 4/15/23, not to exceed 2 hours

2022-2023 EXTRA WORK ASSIGNMENTS (continued):

Lindsay Shimasaki, Small Group Instruction, Harbor High, 8/16/22 –6/15/23, not to exceed 130 hours

Catherine Sierra, Grade Level and Staff Meetings, DeLaveaga Elementary, 8/10/22 –6/15/23, not to exceed 20 hours

Bridget Smith, Creative Movement & Folkdance Enrichment Provider, Westlake Elementary, 9/6/22 – 2/15/23, not to exceed 140 hours

Margaret Starrett Woodcock, IB Team Meetings, Harbor High, 9/16/22 –6/15/23, not to exceed 4 hours

Kyle Suess, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 –4/15/23, not to exceed 2 hours

Nicole Sutlick, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 –4/15/23, not to exceed 2 hours

Hannah Tool, IB Team Meetings, Harbor High, 9/16/22 –6/15/23, not to exceed 4 hours

Dustin Wells, English Language Proficiency Profile Form Completion, Mission Hill Middle, 9/16/22 –4/15/23, not to exceed 2 hours

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Classified Personnel Actions

MEETING DATE: October 19, 2022

FROM: Molly Parks, Asst. Superintendent, Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the classified personnel actions as submitted.

BACKGROUND:

The attached lists of classified personnel actions are submitted in accordance with the District, SCCCE Agreement and the Merit Rules.

This work is in direct support of the following district goals and their corresponding metrics:

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

CLASSIFIED EMPLOYEE ACTIONS

Reviewed by Director-Classified Personnel: *Keneé Houser 10/10/22*

• Employment Actions Concerning Regular Assignments •

Probationary (New Hires or Temporary Employees Made Regular):

Akram, Yosif, Yard Duty Monitor - DL, 2.5 hrs/9 mos, effective 10/4/22
Albert, George, Paraeducator-After School - BMS, 2 hrs/9 mos, effective 10/3/22
Anguiano, Crystal, Paraeducator-Academic Intervention - BMS, 3.8 hrs/9 mos, effective 9/29/22
Bombaci, Lela, Health Office Assistant - BV, 3 hrs/
Chain, Laura, Paraeducator-After School - GA, 3.2 hrs/9 mos, effective 9/22/22
Coil, Elise, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 9/22/22
Duque Cordova, Itzia, Paraeducator-Academic Intervention - BV, 3 hrs/9 mos, effective 9/15/22
Galindo, Rosa, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 10/3/22
Gorcsi, Joe, Maintenance Specialist - M/O, 8 hrs/12 mos, effective 10/13/22
Hackett, Liam, Paraeducator-Sped - WL, 5 hrs/9 mos, effective 10/4/22
Iniguez, Chris, Campus Safety Supervisor - HHS, 8 hrs/9 mos, effective 9/22/22
Johnston, Alexis, Paraeducator-Sped - SP, 5 hrs/9 mos, effective 9/20/22
Middour, Gwyneve, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 9/30/22
Oard, Tamra, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 10/11/22
Oates, Kate, Behavior Technician-PBIS - DL, 7 hrs/9 mos, effective 10/3/22
Pezzolo, Celeste, Behavior Technician-Sped - BMS, 5.2 hrs/9 mos, effective 10/11/22
Pope, Katharine, Paraeducator-Sped - DL, 3.9 hrs/9 mos, effective 10/3/22
Pound, Rachel, Career Development Specialist - SP, 3.2 hrs/9 mos, effective 9/19/22
Sides, Venn, Paraeducator-After School - GA, 3.9 hrs/9 mos, effective 9/26/22
Silva, Maria, Paraeducator-Academic Intervention - SCHS, 8 hrs/9 mos, effective 10/11/22
Villa, Ricardo, Paraeducator-Sped - HHS, 3.8 hrs/9 mos, effective 9/26/22
Walter, Charles, Paraeducator-Academic Intervention - DL, 3 hrs/9 mos, effective 10/3/22

Decrease FTE:

Henderson, Jesse - WL, from Paraeducator-Academic Intervention, 3 hrs/9 mos and Yard Duty Monitor, .6 hrs/9 mos to Paraeducator-Academic Intervention, 2.5 hrs/9 mos and Yard Duty Monitor, .534 hrs/9 mos, effective 9/7/22

Shastry, Anushka, Paraeducator-After School - BV, from 3.9 hrs/9 mos to 3 hrs/9 mos, effective 9/23/22

Increase FTE:

Houser, Kennee, Director-Classified Personnel - PC, from .973 fte to 1.0 fte, effective 7/1/22

Villata, Pamela, Behavior Technician-Sped - BV, from 5.2 hrs/9 mos to 6.5 hrs/9 mos, effective 10/3/22

Transfer:

Gregoire, Paula, Paraeducator-Sped, from BV to WL, 5 hrs/9 mos, effective 10/3/22

Retire:

Lerman, Bernette, Lead Accounting Technician - FI, 8 hrs/12 mos, effective 12/30/22

Separation from Service:

Lara, Jesus, Site Accounting Technician - SHS, 5 hrs/9 mos, effective 10/7/22

Lazo, Irwing, Health Office Assistant - MHMS, 3 hrs/9 mos, effective 10/28/22

Long, Prima, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 10/31/22

Marquez, Ashley, Paraeducator-After School - GA, 2.5 hrs/9 mos, effective 9/28/22

Schroeder, Erica, Instructional Specialist-Life Lab - GA, 4 hrs/9 mos, effective 10/28/22

Struckmeyer, Jake, Campus Safety Supervisor - HHS, 8 hrs/9 mos, effective 9/7/22

Teachout, Jon, Behavior Technician-Sped - HHS, 5.2 hrs/9 mos, effective 9/27/22

• **Limited Term Projects (not to exceed 126 days)/Substitutes** •

New Temporary Employees:

Avalos Romero, Elisa, Paraeducator-Academic Intervention - HHS, effective 9/30/22

Avelar, Armando, Night Custodian - various, effective 10/3/22

Nord, Lily, Paraeducator-Academic Intervention - WL, effective 9/23/22

Park, Alexander, Paraeducator-TK- DL, not to exceed 200 hrs, 9/16/22 - 1/15/23

Scruggs, Josephine, Paraeducator - WL, effective 9/30/22

Soto, Halena, Paraeducator or Paraeducator-Academic Intervention - Various, effective 10/4/22

Suarez, Cole, Paraeducator-Academic Intervention - HHS, not to exceed 120 hrs, 9/30/22 - 3/15/23

Temporary Employees:

Boggs, Mahki, Night Custodian - DL, not to exceed 40 hrs, 8/10/22 - 1/15/23

Dana, Zachary, various, effective 9/28/22

Johansen, Karissa, Paraeducator-Academic Intervention - DL, not to exceed 100 hrs, 9/16/22 - 1/15/23

Leonard, Joe, Program Coordinator-After School - DL, not to exceed 12 hrs, 10/3/22 - 1/15/23

Park, Alexander, Paraeducator-TK - DL, not to exceed 50 hrs, 9/16/22 - 1/15/23

Rivera, Ashly, Paraeducator-TK, DL, not to exceed 50 hrs, 9/16/22 - 1/15/23

Rivera, Ashly, Paraeducator-Academic Intervention - HHS, not to exceed 120 hrs, 10/4/22 - 3/15/23

Ryan, Michael, Night Custodian - SHS, not to exceed 140 hrs, 8/16/22 - 6/30/23

Solorio Cuevas, Olga, Yard Duty Monitor - DL, not to exceed 40 hrs, 8/10/22 - 1/15/23

Tristan Lopez, Alejandra, Paraeducator-After School - BV, not to exceed 65 hrs, 9/9 - 10/15/22

Regular Employees (Extra Hours or Limited Term Assignments):

Anaya-Mendez, Yesenia, School Administrative Assistant III - HHS, not to exceed 50 hrs, 7/16/22 - 6/15/23

Carrillo, Leah, Campus Safety Supervisor - MHMS, not to exceed 283 hrs, 8/16/22 - 6/15/23

Carrillo, Leah, Campus Safety Supervisor - SPT, not to exceed 75 hrs, 8/16/22 - 6/30/23

Carrillo, Leah, Child Care - MHMS, not to exceed 8 hrs, 9/16/22 - 5/15/23

Castillo-Masante, Carolyn Interpreter/Translator - GA, not to exceed 10 hrs, 8/10/22 - 1/15/23

Cromer, Alison, Paraeducator-After School - BV, not to exceed 10 hrs, 8/8 - 10/15/22

Elliott Perkins, Pam, School Admin Assistant - BMS, not to exceed 8 hrs, 9/16 - 10/15/22

Gonzales, Elisa, ELPAC Proctor - BV, not to exceed 6 hrs, 9/8/22 - 5/25/23

Hernandez, Sergio, Education Technology Specialist - SPT, not to exceed 22 hrs, 8/16/22 - 6/30/23

Jones, Jack, Groundskeeper III - HHS, not to exceed 8 hrs, 8/16 - 10/15/22

Layne, Sean, School Bus Driver - TR, not to exceed 16 hrs, 8/8 - 8/9/22

Limas, Sonia, Paraeducator-Sped - SP, not to exceed 3.5 hrs, 10/5/22

Lopez, Areli, Paraeducator-Academic Intervention - GA, not to exceed 170.75 hrs, 8/16/22 - 1/15/23

Manzo, Dorothy, Paraeducator-Academic Intervention - HHS, not to exceed 160 hrs, 8/1/22 - 6/15/23

Manzo, Dorothy, Interpreter/Translator - HHS, not to exceed 20 hrs, 8/1/22 - 6/15/23

Melendez, Cesar, Paraeducator-Academic Intervention - DL, not to exceed 65 hrs, 9/8/22 - 1/15/23

Montanez, Cory, Health Office Assistant - HHS, not to exceed 450 hrs, 9/16/22 - 6/15/23

Robles-Ruiz, Rodrigo, Day Custodian - HHS, not to exceed 120 hrs, 9/16/22 - 6/30/23

Rodriguez, Stephanie, Attendance Technician - DL, not to exceed 298 hrs, 9/16/22 - 6/15/23

Salenger, Karina, Occupational Therapist - SP, not to exceed 3 hrs, 9/28 - 10/15/22

Solorio Cuevas, Olga, Paraeducator-Academic Intervention - DL, not to exceed 65 hrs, 9/8/22 - 1/15/23

Villalta, Pamela, Paraeducator-After School - BV, not to exceed 100 hrs, 9/6/22 - 1/15/23

Wells, Jon, Lead Technology Specialist - IT, not to exceed 80 hrs, 7/16/22 - 6/30/23

Wong, Juliette, Paraeducator-Academic Intervention - GA, not to exceed 80 hrs, 8/16/22 - 1/15/23

Retired:

Maleti, Carol, School Administrative Assistant IV - DL, not to exceed 100 hrs, 8/16/22 - 6/15/23

• **Eligibility Lists Established** •

Instructional Specialist - Life Lab

School Bus Driver

School Administrative Assistant IV

Site Accounting Technician

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Resolution 16-22-23: Week of the School Administrator

MEETING DATE: October 19, 2022

FROM: Molly Parks, Assistant Superintendent, Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Resolution 16-22-23 to adopt October 24-28, 2022, as Administrator Appreciation Week.

BACKGROUND:

Santa Cruz City Schools will acknowledge and recognize its administrative staff for their service to students during this week.

FISCAL IMPACT:

None.

This work is in direct support of the following District goal and its corresponding metrics:

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

SANTA CRUZ CITY SCHOOLS DISTRICT
RESOLUTION # 16-22-23
Week of the School Administrator

WHEREAS, Santa Cruz City School’s greatest asset is its staff and;

WHEREAS, Santa Cruz City School’s 4th Strategic Goal is to develop a highly collaborative and professional culture focused on supporting effective teaching and;

WHEREAS, staff members work together as a team to serve our students and their community;

WHEREAS, the Governing Board of the Santa Cruz City Schools recognizes the dedication, hard work, expertise, and leadership exercised by its managers, classified and certificated staffs;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of Santa Cruz City Schools declares the week of October 24, 2022 to be the Administrator Appreciation Week.

PASSED AND ADOPTED at a regular meeting of the Santa Cruz City Schools Governing Board held on October 19, 2022.

AYES: _____ NOES: _____ ABSTENTIONS: _____ ABSENT: _____

Deb Tracy-Proulx, President
Santa Cruz City Schools Governing Board

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Resolution 17-22-23: School Employee Appreciate Week

MEETING DATE: October 19, 2022

FROM: Molly Parks, Assistant Superintendent, Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Resolution 17-22-23 to adopt May 1-5, 2023, as School Employee Appreciation Week.

BACKGROUND:

Santa Cruz City Schools will acknowledge and recognize school staff for their service to students during this week.

FISCAL IMPACT:

None

This work is in direct support of the following District goal and its corresponding metrics:

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

SANTA CRUZ CITY SCHOOLS DISTRICT
RESOLUTION # 17-22-23
School Employee Appreciation Week

WHEREAS, Santa Cruz City School’s greatest asset is its staff and;

WHEREAS, Santa Cruz City School’s 4th Strategic Goal is to develop a highly collaborative and professional culture focused on supporting effective teaching and;

WHEREAS, School staff members work as a team to serve our students and their community;

WHEREAS, the Governing Board of the Santa Cruz City Schools recognizes the dedication, hard work, expertise, and leadership exercised by its school staffs;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of Santa Cruz City Schools declares the week of May 1, 2023 to be School Employee Appreciation Week.

PASSED AND ADOPTED at a regular meeting of the Santa Cruz City Schools Governing Board held on October 19, 2022.

AYES: _____ NOES: _____ ABSTENTIONS: _____ ABSENT: _____

Deb Tracy-Proulx, Board President
Santa Cruz City Schools Governing Board

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Sprouts SC LLC Lease Agreement: Branciforte Small Schools

MEETING DATE: October 19, 2022

FROM: Dorothy Coito, Assistant Superintendent, Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the lease agreement between the Santa Cruz City Schools and Sprouts SC LLC for Branciforte Small Schools campus.

BACKGROUND:

Sprouts SC LLC is the District partner for providing after school care at the Branciforte Small Schools Campus. Annual use fees collected by the district from Sprouts SC LLC include the following:

- Monthly Use Fee: \$1,550.00 includes
 - Building Rental
 - Custodial Supplies
 - Utilities

Additionally, this year the District will reimburse Sprouts for any unduplicated student who is receiving free and reduced lunch, or is an English Learner, homeless or foster youth who requires after school care. Extended Learning Opportunities Program funds will be used to support this cost. Reimbursement rates are as follows:

- Kinder: \$500 per month
- 1st-5th: \$500 per month
- Snack reimbursement: \$1.20 per snack per day

Rates will be prorated for months with fewer than 18 days.

FISCAL IMPACT:

Revenue: \$18,600 from July 1, 2022, through June 30, 2023

Expense: Paid from Extended Learning Opportunity Program grant– Costs will vary from month to month based on enrollment. (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

2022
JUN 23 11:17 AM

**FACILITIES USE AGREEMENT BETWEEN
SANTA CRUZ CITY SCHOOLS
AND
SPROUTS SC LLC**

This Facilities Use Agreement (“Agreement”) is made and entered into this 23 day of June, 2022 (“Effective Date”), by and between Santa Cruz City Schools, a public school district of the State of California (“District”), and Sprouts SC LLC, a California limited liability company (“Sprouts”). The District and Sprouts are each individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

- A. **WHEREAS**, pursuant to Education Code sections 38130 *et seq.* (“Civic Center Act”), the management, direction, and control of school facilities are vested in the District’s Board of Education (“Board”), and the Board may provide for the use of school facilities as a civic center where such use is consistent with school purposes and does not interfere with the regular conduct of schoolwork; and
- B. **WHEREAS**, the District is the owner of certain real property, commonly known as Branciforte Small Schools located at 840 N. Branciforte Avenue, Santa Cruz, California 95062 (“School Site”); and
- C. **WHEREAS**, the District recognizes the importance of providing affordable extended day enrichment programs for District families of school-age children whenever feasible; and
- D. **WHEREAS**, pursuant to Assembly Bill (“AB”) 130, the Expanded Learning Opportunities (“ELO”) Program provides funding for afterschool and intersessional expanded learning opportunities for all unduplicated count pupils in TK/K-6 classroom-based instructional programs; and
- E. **WHEREAS**, the District desires to offer such ELO program services to eligible students in kindergarten through fifth (5th) grade enrolled in Branciforte Small Schools commencing with the 2022-2023 school year; and
- F. **WHEREAS**, Sprouts is duly licensed, qualified, and willing to provide an extended day enrichment program and ELO program services for District students in kindergarten through fifth (5th) grade enrolled in Branciforte Small Schools; and
- G. **WHEREAS**, the District, in acknowledging the importance of extended day enrichment programs and ELO program services for families of District students in kindergarten through fifth (5th) grade, is willing to permit Sprouts to use and occupy certain facilities and shared use areas at the School Site for the operation of an extended day enrichment and ELO program services (collectively, the “Program”) in

accordance with applicable law and subject to the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Grant of Use of Premises.** In consideration of Sprouts' agreement to make its Program available to students in kindergarten through fifth (5th) grade, including but not limited to students eligible for ELO program services, enrolled at the School Site, the District hereby grants to Sprouts and Sprouts hereby accepts from District, the right to use and occupy certain facilities, including Room 26, on a portion of the School Site ("Premises") for the operation of its Program as more particularly identified and described in **Exhibit A**, attached hereto and incorporated herein by reference.
2. **Shared Use Areas.** The District also grants to Sprouts and Sprouts accepts from the District the right to use certain other areas of the School Site in common with and subject to priority use by the District and other community members pursuant to the Civic Center Act ("Shared Use Areas"), as more particularly identified and described in **Exhibit A**.
3. **Term; Renewal.** The term of this Agreement ("Term") shall commence on the Effective Date and shall terminate on the last day that school is in session at the School Site for the 2022-2023 school year ("Termination Date"), unless earlier terminated as provided in this Agreement. This Agreement may be renewed by mutual written agreement of the Parties for up to three (3) additional one year terms (each a "Renewal Term").
4. **Monthly Use Fee.** On the first day of each month during the Term, Sprouts shall pay the District Fifteen Hundred and Fifty Dollars (\$1550.00) as a monthly use fee ("Monthly Use Fee") for its use of the Premises. The Monthly Use Fee includes Fifty Dollars (\$50.00) for the cost of cleaning supplies to be provided by District for restroom cleaning and maintenance by Sprouts. The Monthly Use Fee shall not be increased during the Term of this Agreement, but the District reserves the right to increase the Monthly Use Fee at the commencement of any Renewal Term or in any future agreement for use of the Premises. Failure to pay the Monthly Use Fee by the tenth day of any month shall constitute a breach of this Agreement and may result in immediate termination of this Agreement by the District.
5. **Utilities.** The cost of electricity, water, sewer, gas, and trash removal ("Utilities") is included in the Monthly Use Fee for the Term of this Agreement, but the District reserves the right to charge Sprouts for the cost of Utilities at the commencement of any Renewal Term or in any future agreement for use of the Premises. Sprouts shall

be responsible, at its own cost and expense, for telephone and internet service for its Program.

6. Reimbursement for ELO Program Services. The Parties shall agree on a plan for reimbursement for ELO program services provided to eligible students attending school at the School Site and enrolled in Sprouts' Program. Terms and conditions of such reimbursement shall be set forth in the *ELO Program Reimbursement and Schedule* attached hereto as **Exhibit B** and incorporated herein by this reference. The Parties understand and agree that the *ELO Program Reimbursement and Schedule* shall be updated prior to the commencement of every school year during the Term or any Renewal Term of this Agreement, and that reimbursement for ELO program services beyond the 2022-2023 school year is dependent on the continued availability of ELO funding received from the State.
7. "As Is" Condition. The Premises and Shared Use Areas are provided to Sprouts in an "as is" condition. The District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises or Shared Use Areas. Sprouts acknowledges that neither the District nor the District's agents have made any representation or warranty as to the suitability of the Premises or the Shared Use Areas for its operation of the Program.
8. Limitations on Use; Compliance with Law.
 - a. The Premises and Shared Use Areas shall be used only for the purpose of operating and maintaining the Program. No other uses shall be permitted without the prior written consent of the District.
 - b. Sprouts shall comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements regarding operation of the Program, all public health orders, and all rules and regulations governing extended day enrichment programs and ELO program services as presently enacted or hereafter amended or issued ("Law").
 - c. Sprouts shall operate and maintain the Program in a manner that meets all of the regulations relating to the operation and licensing of extended day enrichment and ELO program services in California.
 - d. Sprouts shall not use, permit, or allow the Premises, Shared Use Areas, or any portion of the School Site to be used, occupied, or improved under this Agreement in any manner or for any purpose that is in any way in violation of any Law.
 - e. Sprouts will not permit the possession or consumption of alcohol or the use of tobacco products by its employees, volunteers, licensees, or invitees on the Premises, Shared Use Areas, or School Site.

f. All materials, equipment, and supplies provided or used by Sprouts at or on the Premises, Shared Use Areas, or School Site shall fully conform to all applicable Law. Sprouts shall not, without the District's prior written consent, keep on or around the Premises, Shared Use Areas, or School Site for use, disposal, transportation, treatment, storage or sale, any substance designated as, or containing components designated as, hazardous, dangerous, toxic or harmful and/or subject to regulation by any federal, state or local law, regulation, statute or ordinance, except those which are normally used day-to-day for standard industrial, municipal, office, retail or commercial purposes and which shall be stored and used in compliance with all applicable laws and regulations.

g. Parking of vehicles by Sprouts employees, agents, licensees and invitees shall be confined to designated parking areas. Vehicles including but not limited to cars, trucks, campers, mobile homes, and trailers shall not be parked at the School Site for more than one day, without the prior written consent of the District.

9. Licensure & Permitting. Sprouts represents and warrants to the District that it is duly licensed and qualified to provide the extended day enrichment services and ELO program services offered through the Program, and agrees that it will obtain or has obtained, and that it will maintain at all times during the Term or any Renewal Term hereof, any necessary permits, certifications, and licenses for the operation and maintenance of its Program. Sprouts shall provide the District with copies of all required permits, certifications and licenses for operation of the Program within three (3) business days of a request from the District. Failure to comply with the terms of this Section 9 or any of the conditions and required funding and licensing conditions necessary to operate the Program shall constitute a default and be grounds for immediate termination of this Agreement.

10. Program Administration & Operation. Sprouts shall be solely responsible for the administration and operation of its Program, including hiring and supervision of its employees, processing of payroll, tax payments, workers' compensation, health and welfare benefits, accounting and wage reporting services, as well as the preparation of all legally required reports. Except as expressly set forth in this Agreement, the District will have no responsibility for any part of the operation and management of the Program or for any costs or expenses related thereto.

11. Fingerprinting & Background Checks. Sprouts shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code section 45125.1. Before providing any Program services under this Agreement, sprouts shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required Certification attached as **Exhibit C**.

Sprouts further agrees and acknowledges that if at any time during the Term of this Agreement or any Renewal Term, Sprouts learns or becomes aware of additional

information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Sprouts adds personnel who will provide Program services under this Agreement, Sprouts shall immediately notify the District and prohibit any new personnel from interacting with students until the fingerprinting and background check requirements have been satisfied and the District determines whether any interaction is permissible.

12. Security of Premises. Sprouts shall be responsible for securing and locking the Premises at the end of each workday. Sprouts shall not change any locks or make additional copies of keys without the prior written consent of the District. All keys shall be returned to the District at the termination or expiration of this Agreement or any Renewal Term.

13. Right of Entry and Inspection. The District and its officers, agents, and employees shall have the right to enter the Premises at any reasonable time for the purpose of inspecting the same. Except in cases of emergency, the District shall provide Sprouts with notice at least one (1) business day in advance of any District entry and inspection. The District shall also have the right, with three (3) business days' notice, to inspect all Program records maintained by Sprouts, including but not limited to enrollment, licensing, and accounting records.

14. District Operations. Sprouts will ensure that its operation of the Program does not disturb or disrupt the District's operation and use of the School Site.

15. Program Hours. Except with prior written approval of the District, Sprouts shall operate its Program from 12:30 pm to 6:00 pm every day that school is in session at the School Site. Sprouts shall provide its school year calendar to the District by August 1 of each year.

16. Calendar; Notices to Families; Nutrition and Snack Guidelines.

a. Sprouts shall provide the District with its proposed monthly activity/event calendar and shall timely distribute the monthly activity/event calendar and other pertinent notices to families regarding the Program.

b. All snack and beverages offered to students participating in the Program must comply with State licensing and District nutrition guidelines. For the 2022-2023 school year, Sprouts shall be responsible for preparing and providing daily snacks meeting all licensing and District nutrition guidelines for all Program participants. The District shall reimburse Sprouts for snacks for ELO Program participants as set forth in the *ELO Program Reimbursement and Schedule* attached hereto as **Exhibit B**.

17. Furnishings & Equipment. Sprouts shall provide all furnishings, equipment, office supplies, and other items necessary to properly operate and maintain the Program.

18. Maintenance, Upkeep, and Repairs.

- a. At its sole cost and expense, and in addition to the Health and Safety requirements set forth in this Agreement, Sprouts shall be responsible for maintaining the Premises in a safe, clean, and hygienic condition at all times which shall include, at a minimum: keeping all floors swept and clear of debris, ensuring that all rubbish is placed in trash containers and/or dumpsters at the end of each day, and storing or sealing all foodstuffs in such a manner so as to not be an attractant to mice, rats, and other vermin. Wipes and other personal hygiene items shall be bagged and disposed of in trash containers or dumpsters and shall not be flushed down toilets. Sprouts may contract for outside custodial services, at its sole cost and expense, only with the District's prior written consent.
- b. Minor maintenance and repairs of the Premises that would normally occur through use, other than those repairs and maintenance addressed herein, shall be the responsibility of Sprouts. For the purposes of this Agreement, "minor repairs and maintenance" shall include but not be limited to replacement of heat/air filters and replacement of light bulbs and lamps and other maintenance and repairs costing less than Two Hundred and Fifty Dollars (\$250.00).
- c. Apart from those items for which Sprouts is solely responsible for as set forth in this Agreement, the District shall be responsible for major repairs and maintenance of the Premises. For the purposes of this Agreement, "major repairs and maintenance" shall mean any repairs to heating, air conditioning, ventilating, electrical and lighting equipment, fixtures, interior and exterior walls, ceilings, windows, doors, and plate glass, costing Two Hundred and Fifty Dollars (\$250.00) or more.

19. Health and Safety Mandates.

- a. Sprouts shall comply with all applicable Federal, State, local, and District laws, regulations, ordinances, policies, procedures, state executive orders and public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, limits on large gatherings, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of the 2019 Novel Coronavirus ("COVID-19") and other contagious diseases.
- b. Sprouts will provide its staff with information and training about COVID-19, including its symptoms, how it is transmitted, how to prevent transmission, current guidance and directives from the State and local departments of public health, and any other information and/or resources necessary to help prevent the spread of COVID-19, and will ensure that the Premises have the

- necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, disposable masks and gloves, and hand sanitizer).
- c. Sprouts will inform the District as soon as practicable should Sprouts learn of a confirmed or likely COVID-19 infection of a Sprouts staff member, or children or families participating in Sprouts' Program. The identity of the person(s) infected shall not be revealed.
 - d. Sprouts, shall, at its sole cost and expense, disinfect and sanitize all surfaces in the Premises at the end of each day in accordance with the most recent guidelines from the California Department of Public Health ("CDPH").
20. **Alterations and Improvements.** Sprouts shall make no alterations, improvements, or modifications ("Improvements") to the Premises or Shared Use Areas without the prior written consent of the District.
21. **Signage.** Sprouts shall not place any signage on the Premises, Shared Use Areas, or School Site without prior written consent of the District. Sprouts shall promptly remove the signage on termination of this Agreement or any Renewal Term and shall restore the Premises, Shared Use Areas, and School Site, following removal of the signage, to the condition existing prior to installation of the signage.
22. **Termination.**
- a. Either Party may terminate this Agreement with one hundred and twenty (120) days' prior written notice to the other Party.
 - b. The District may immediately terminate this Agreement upon any of the following:
 - i. Sprouts' failure to obtain or maintain all required permits, certifications, or licenses necessary to operate the Program;
 - ii. Sprouts' failure to obtain or maintain the insurance coverage as specified in this Agreement;
 - iii. Sprouts' violation of any Law as set forth in this Agreement;
 - iv. The District's determination, in its sole discretion, that the Program poses a risk to the health and safety of students; or
 - v. Sprouts' breach of any material term or condition of this Agreement and its failure to cure such breach within ten (10) business days of written notice from the District unless an extension to this cure period is granted by the District.

23. **Surrender of Premises.** At the time of expiration or termination of this Agreement, Sprouts shall return the Premises to the District in a state of good repair and order, ordinary wear and tear excepted. Any damage to the Premises resulting from Sprouts' use or occupation thereof, excepting ordinary wear and tear, shall be repaired or replaced by District and invoiced to Sprouts in accordance with the District's usual billing practices. Payment for such costs will be made by Sprouts within thirty (30) days of receipt of invoice. Sprouts shall remove all Sprouts' personal property from the School Site within thirty (30) days of expiration or termination of this Agreement, unless another timeline for such removal is agreed upon by the Parties.

24. **Designated Representative.** Sprouts shall designate in writing an on-site representative who shall serve as liaison with the District and who shall be responsible for the day-to-day operation of the Program. Sprouts shall provide the District with contact information, including a cell phone number and email address, for its designated Program representative.

25. **Insurance.** Without limiting Sprouts' indemnification obligations as set forth in this Agreement, Sprouts shall secure and maintain in force during the term of this Agreement the following:

a. A comprehensive general liability policy and automobile policy using an occurrence policy form, with combined single limits of \$3,000,000.00, or \$1,000,000.00 per person and \$1,000,000.00 per accident, with no aggregate limit. Such policy shall specifically state: "Coverage does not contain limitations of coverage or exclusions for molestation, sexual abuse, child abuse, or child endangerment." The District shall be named as an additional insured on the policy by endorsements. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Sprouts' policy shall be attached to this Agreement as proof of insurance. Sprouts shall not alter or terminate said insurance policy without at least thirty (30) prior days' notice to the District. Any altered or terminated insurance policy shall be replaced with an insurance policy meeting the requirements of this Section, so that the terms of the replacement policy become effective no later than the termination or alteration of the prior policy.

b. A policy or policies of insurance for all of Sprouts' personal property located at the Premises equal to 100% of its replacement cost.

c. Worker's Compensation Insurance as required by Law.

26. **Indemnification.** Sprouts shall defend, indemnify, and hold harmless the District and its agents, employees, contractors, Board of Education, and members of the Board of Education ("District Indemnified Parties"), from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of

consultants) arising out of or resulting from performance of this Agreement including, but not limited to, Sprouts' use of the Premises and Shared Use Areas; Sprouts' completion of its duties under this Agreement; or injury to or death of persons or damage to property or delay or damage to the District or District Indemnified Parties for any act, omission, negligence, or willful misconduct of Sprouts or its respective employees, volunteers, agents, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this Section. This indemnification provision shall survive the expiration or termination of the Agreement.

27. **Notices.** All notices required to be given between the Parties shall be in writing and transmitted by any of the following methods: (1) facsimile (fax) with proof of transmission; (2) overnight mail with proof of delivery; (3) email provided receipt is acknowledged; (4) personal delivery; (5) certified mail, return receipt requested; or (6) by regular mail placed in the United States Mail, postage prepaid, as follows:

To District:

Santa Cruz City Schools

Attn: Asst. Superintendent, Business Services

133 Mission Street, Suite 100

Santa Cruz, CA 95060

Email: jmonreal@sccs.net

To Sprouts SC LLC:

Attn: Jordan Bemel

810 N. Branciforte Ave., #2

Santa Cruz, CA 95062

Email: jdbemel@gmail.com

28. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Santa Cruz County, subject to any transfer of venue as required by law.
29. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
30. **Assignment.** Neither Party may assign, transfer any of its obligations, rights, or duties under this Agreement. Any such purported assignment or transfer shall be void and shall constitute a breach of this Agreement.

31. Amendment. This Agreement may be amended only by a writing signed by both the Parties.

32. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to either Party to this Agreement shall be deemed equivalent to original signatures on counterparts.

34. Warrant of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

SANTA CRUZ CITY SCHOOLS

By: _____
Name: Jim Monreal
Title: Assistant Superintendent for Business Services

SPROUTS SC LLC


By: 
Name: Jordan Bemel
Title: Owner/Managing Member

EXHIBIT A
Site Map Showing Premises and Shared Use Areas

[to be attached]
(including information for Daily Services)

ELL Program Services

For the 2022-2023 school year, commencing on August 14, 2022, and ending on May 27, 2023, the District shall continue to provide the amount of \$200,000 per student per year for Extended Learning Opportunities (ELO) program services provided to eligible students in kindergarten through fifth (5th) grade enrolled in Districtwide Small Schools.

Reimbursement for these months during the school year when special services are provided to any (10) days of program services shall be provided at the rate of \$22.00 per student per day. Reimbursement for ELL program services provided to eligible students during District-approved Spring or Summer camps or other instructional periods shall be provided at the rate of \$27.00 per student per day.

The District shall be responsible for contract to facilitate for students' transportation through the 177 public and charter schools and Districtwide Small Schools for ELL program services and for assisting families in applying for and enrolling in services.

Services shall be responsible for maintaining attendance records and other reporting for students receiving ELO program services as required by state or regulatory agencies. Reporting requested by the District. Services shall provide all such records and reports to District within two (2) business days of a request by District.

Staff Salaries

For the 2022-2023 school year, Services shall be responsible for the procurement and delivery of daily services including all housing and Districtwide Small Schools for all program participants for the duration of the program. The District shall reimburse Services for the amount of daily salaries for eligible students receiving ELO program services in the amount of \$1.20 per week per day.

Reimbursement Independent of State Funding

The District and program participants shall agree that the Exhibit B shall be updated prior to the commencement of every school year during the Term of any Renewal Term of this Agreement, and that reimbursement for ELO program services pursuant to this Exhibit B shall be provided for the 2022-2023 school year is included in the amount of funding received from the State.

EXHIBIT B

**ELO Program Reimbursement and Schedule
(Including Reimbursement for Daily Snacks)**

ELO Program Services

For the 2022-2023 school year, commencing on August 10, 2022, and ending on May 25, 2023, the District shall reimburse Sprouts in the amount of \$500.00 per student per month for Expanded Learning Opportunities (“ELO”) program services provided to eligible students in kindergarten through fifth (5th) grade enrolled in Branciforte Small Schools.

Reimbursement for those months during the school year when Sprouts provides fewer than twenty (20) days of Program services shall be pro-rated at the rate of \$25.00 per student per day. Reimbursement for ELO program services provided to eligible students during District-approved Spring or Summer camps or other intersession periods shall be provided at the rate of \$25.00 per student per day.

The District shall be responsible for outreach to families of students in kindergarten through fifth (5th) grade attending Branciforte Small Schools who are eligible for ELO program services and for assisting families in applying for and enrolling in Sprouts’ Program.

Sprouts shall be responsible for maintaining attendance records and other reporting for students receiving ELO program services, as required by statute or regulation or as reasonably requested by the District. Sprouts shall provide all such records and reports to District within two (2) business days of a request by District.

Daily Snacks

For the 2022-2023 school year, Sprouts shall be responsible for the preparation and delivery of daily snacks meeting all licensing and District nutrition guidelines for all Program participants for each day of Program operation. The District shall reimburse Sprouts for the actual costs of daily snacks for eligible students receiving ELO program services in the amount of \$1.20 per snack per day.

Reimbursement Dependent of State Funding

The District and Sprouts understand and agree that this Exhibit B shall be updated prior to the commencement of every school year during the Term or any Renewal Term of this Agreement, and that reimbursement for ELO program services pursuant to this Exhibit B beyond the 2022-2023 school year is dependent on the continued availability of ELO funding received from the State.

ATTACHMENT 2

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Sports SC

Date of Entity's Contract with District: 6-23-22

Scope of Entity's Contract with District: _____

I, Jordan Bennel [insert name], am the Owner [insert "owner" or officer title] for Sports SC [insert name of business entity] ("Entity"), which entered a contract on June 23, 2022 with the District for _____.

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: 6-23, 2022

Signature: [Signature]
Printed Name: Jordan Bennel
Title: Owner
Entity: Sports SC

explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any

ATTACHMENT 1

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.

EXHIBIT C

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS (Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

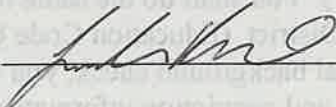
1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment 1* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment 2* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as Owner [insert "owner" or officer title] of S Prouts SC [insert name of business entity], have read the foregoing and agree that S Prouts SC [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: 6-23-22

Name: Jordan Bammel

Signature: 

Title: Owner

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Final Settlement Agreement: Special Education

MEETING DATE: October 19, 2022

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve of the Final Settlement Agreement and Release through July 31, 2023. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student's name has been omitted.*

BACKGROUND:

As of September 2022, the Individual Education Plan (IEP) team was not in agreement regarding "Student's" educational placement. This Final Settlement Agreement and Release between Santa Cruz City Schools ("District") and the "Parents" was reached to avoid the time and expense of litigating the dispute regarding all claims and issues arising from "Student's" Special Education through July 31, 2023.

Fiscal Impact:

Not to exceed \$49,000.00 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics.

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Prepared by Stacy O'Farrell, Director of Special Education

Settlement Agreement and Release

██████████ v. Santa Cruz City Schools

This Final Settlement Agreement and Release ("Agreement") is between ██████████ and ██████████ ("Parents") on behalf of themselves and their child, ██████████ ("Student"), and the Santa Cruz City Schools ("District").

Parents have unilaterally placed Student at Chartwell School, and have filed a due process complaint ("Complaint") with the Office of Administrative Hearings ("OAH") in order to recover reimbursement for this placement. This Agreement constitutes a resolution of all claims and issues arising from Student's IEP placement through July 31, 2023.

1. MUTUAL COMPROMISE

This Agreement is entered into by the Parties for the purpose of compromising and settling all claims, actions, and issues, whether known or unknown, or arising from Student's education through July 31, 2023. It does not constitute, nor shall it be construed as, an admission of liability by the District or Petitioner for any purpose. In addition, no party shall be deemed the "prevailing party."

The parties, in consideration of the promises made herein, agree as follows:

- A. District will reimburse Parents for tuition incurred for Chartwell School for the 2022-23 school year in an amount not to exceed \$42,000, according to proof. Reimbursement shall be paid within 30 school days after receipt by the District of appropriate documentation of expenses (invoices marked "Paid," plus proof of payment by Parents).
- B. District will send Parents an assessment plan by March 15, 2023 for a full psycho-educational evaluation. Parents agree to participate in the evaluation, providing District access to all of Student's records from Chartwell and access to teachers for interviews, as well as allowing observations of Student in the school setting.
- C. Following the assessment, the District will convene Student's IEP meeting to determine eligibility and present levels, draft goals and offer placement for the 2023-24 school year. Parents agree to participate in this process and not delay it.
- D. The District will pay Student's reasonable attorney's fees incurred in filing the Complaint in an amount not to exceed \$7000.00, according to proof.
- E. The services and meetings set forth in this Agreement constitute the total of the District's obligations toward Student during the term of this Agreement. Any additional services shall be at Parent expense. No IEP meeting will be required during the 2022-23 school year except as set forth in this Agreement.
- F. Should Parents move outside District boundaries during the term of this Agreement, they will notify the District within 24 hours of said move. In such event, the District's obligations pursuant to this Agreement shall cease upon the date Parents relocated outside District boundaries. However, District will fund continue to fund the Chartwell tuition reimbursement under Paragraph A, if Parents move out of the District Boundaries during the term of this Agreement.

2. GENERAL RELEASE AND DISCHARGE

Parents hereby fully release and discharge the District from all claims, damages, liabilities, rights and complaints of whatever kind or nature arising from or related to Student's education through July 31, 2023, except for actions to enforce the terms of this Agreement. This release and discharge preclude Student or Parents, and anyone acting on behalf of Student or Parents, from hereafter initiating or maintaining any actions or proceedings arising from or related to Student's education, except for actions to enforce the terms of this Agreement.

This release and discharge apply to any action or proceeding based on any state or federal statute, regulation, case decision, for claims under the Individuals with Disabilities Education Act (20 U.S.C. § 1400, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 732), the Americans with Disabilities Act (42 U.S.C. § 12101), California Education Code § 56000, et seq., and School Committee of the Town of Burlington v. Dept. of Ed., 471 U.S. 359, 105 S.Ct. 1996 (1985). This release and discharge applies to all claims for injuries, damages, or losses related to Student's education through July 31, 2023, regardless of whether those injuries, damages, or losses are currently known or unknown, foreseen or unforeseen, or patent or latent.

Parents certify that they have read, and hereby waive the application of, the following provision of California Civil Code § 1542 to all claims related to Student's education except for claims to enforce the terms of this Agreement:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor.”

3. OTHER DOCUMENTS

All Parties agree to cooperate fully in the execution of any and all additional documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

4. ENTIRE AGREEMENT

This Agreement is the entire agreement and understanding of the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this Agreement. This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by written instrument executed by both Parties.

5. ATTORNEYS' FEES & COSTS

Except as otherwise provided herein, the Parties agree to be responsible for their own attorneys' fees and costs. No party shall be deemed a prevailing party.

Page 2 of 5

 Agreement

6. EXECUTION BY FACSIMILE OR IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement. A facsimile version of any party's signature shall be deemed an original signature.

7. SEVERABILITY

If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

8. VOLUNTARY AGREEMENT

The Parties represent that they have read this Agreement in full and understand and voluntarily agree to all the provisions herein, free from fraud, coercion or duress. The Parties further represent that they have, as of the date of execution of this Agreement, the legal capacity to understand, agree to, and sign this Agreement.

9. CONFIDENTIALITY

The Parties agree to keep the terms of this Agreement strictly confidential except as required by law. However, for purposes of implementation and enforcement of the Agreement, the Parties mutually consent to disclosure and admissibility of this Agreement.

10. BINDING EFFECT

This Agreement is for the benefit of and shall be binding on all Parties and their respective successors, heirs, and assigns.

11. ENFORCEMENT

This Agreement is enforceable in any State court of competent jurisdiction or in a district court of the United States. If an action must be brought to enforce this agreement, the prevailing party of such action shall be entitled to reasonable attorney fees.

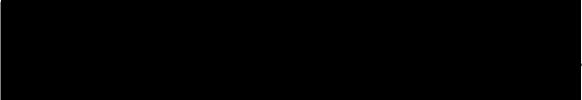
12. EFFECTIVE DATE

This Agreement shall be fully executed after signature by the Parties and approval by the governing board of the District.


By: 

09/22/2022
Date



By: 

09/22/2022
Date

By: 
Stacy O'Farrell
Director of Special Education
Santa Cruz City Schools

9.22.2022
Date

By: _____
Kris Munro
Superintendent
Santa Cruz City Schools

Date

224-142/6438612.2



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Non-Public Agency: ACES Contract Revision

MEETING DATE: October 19, 2022

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the revision of the attached Nonpublic Agency Master Contract to include new and continuing services for students with Individualized Education Plans through the 2022-2023 school year.

BACKGROUND:

In August 2022, a Master Contract was approved so that ACES could provide Intensive Individualized Instruction and/or Behavior Intervention Services to students requiring such services as per their Individualized Education Plans (IEPs) in Santa Cruz City Schools. Service period: July 1, 2022, through June 30, 2023.

Revision: This revision adds required services for 2 additional students in the same time period.

FISCAL IMPACT:

Total cost increased by \$138,330 now not to exceed \$521.277 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2022-2023

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA SANTA CRUZ CITY SCHOOLS

Contract Year 2022-2023

 Nonpublic School
 X Nonpublic Agency ACES

Type of Contract:

 x Master Contract for fiscal year with Individual Service Agreements (ISA) to be ratified 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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2022-2023
CONTRACT NUMBER:

CONTRACT
NUMBER:

LOCAL EDUCATION AGENCY:
Santa Cruz City Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

~~GHARTWELL SCHOOL~~ ACES

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2022, between Santa Cruz City Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the North Santa Cruz County SELPA and ACES (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.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the 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 ratifies 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"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement 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 NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement 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 and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. 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 room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of 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 in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, 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, 2022 to June 30, 2023 (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. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this 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 each ISA 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.

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 current 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 ("ISA")

This Agreement 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 or by written agreement between the parent and LEA. 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 NPS/A.

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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. 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 NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and 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 (r)).

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title 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(l).
- f. "Parent" means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A 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 "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this 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; behavior emergency reports (BER); incident reports; notification of injuries; 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 NPS/A 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; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the 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 the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with 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, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this 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 party seeking such modification shall provide the LEA and/or 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 ISA 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 no less than 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 CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR 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 Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

- 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 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 performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

\$3,000,000 per occurrence
\$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 a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act 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 the 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 Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, 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 determination, 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. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to

provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

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, but not limited to, 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 as required 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 must 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 subcontractors 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 Government Code Section 1090 including, but not limited to, employment with I.F.A., provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The 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 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 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 NPA, 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 is or 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, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The 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 special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept 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, 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). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge 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.

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, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational,

assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the 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 an LEA, that contracts with the NPS: (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 CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by 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.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver 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 caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to 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 student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and 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 NPS 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 the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in 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 NPA 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 data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. 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.

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

The LEA shall provide the CONTRACTOR 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 CONTRACTOR'S 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 if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend 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, data collection, 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 AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report 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 behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to

review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

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

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. 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.

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 NPS; 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 the 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 for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR 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/NPA, the NPS/NPA and LEA 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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of

documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

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 ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. 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 (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative 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 intervention plans. The LEA may request such data at any time within five (5) 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 evaluations of the student ten (10) days 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. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation 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 NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the

direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/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 NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) 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 from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, 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 following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an 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 NPS/RTC.

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 LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from 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 consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. 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.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 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., Title 5, section 3001 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. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation

of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. 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. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

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 or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and 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 NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers who will have or likely may have any direct contact with LEA students. 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). Contractor shall certify to

LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

45. STAFF QUALIFICATIONS

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. 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 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.

47. STAFF ABSENCE

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

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the

CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to 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.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, 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.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. 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.

51. 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) provide 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 ensuring appropriate staff training in the administration

of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. 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.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all 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

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and 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 an LEA form with signatures in the manner prescribed by LEA. 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 initials of each student for when the service was provided.

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

Such an invoice is subject to all conditions of this 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 (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of 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.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(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 of residence to another

district, but fails to notify LEA within 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 (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by 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 portion 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 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 or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

After forty-five (45) business days: The CONTRACTOR may notify the 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: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to 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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. **PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this 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.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

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, , 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 NPS/A 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 a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

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 required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

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, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

LEA

ACES 2020, LLC
Nonpublic School/Agency

Santa Cruz City Schools
LEA Name

By: Sienna Archibek 9/8/22
Signature Date

By: Kris Munro 9/1/22
Signature Date

Sienna Archibek, CCSOO
Name and Title of Authorized Representative

Kris Munro, Superintendent
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Jessica Jacobs Contracts and Billing	Name and Title Stacy O'Farrell, Director – Special Education
Nonpublic School/Agency/Related Service Provider ACES	LEA Santa Cruz City Schools
Address 3731 6th Ave, Ste #100	Address 13 Mission Street, Suite 100
City San Diego	City Santa Cruz
State CA	State CA
Zip 92103	Zip 95060
Phone (619) 278-0884	Phone (831)-429-3410 X 48200
Fax (619) 278-0885	Fax (831)-429-3450
Email jjacobs@acesaba.com	Email sofarrell@sccs.net

Additional LEA Notification
(Required if completed)

Name and Title Shelby Kelsch
Address 133 Mission Street, Suite 100
City Santa Cruz
State CA
Zip 95060
Phone (831)-429-3410 X 48201
Fax (831)-429-3450
Email shelbykelsch@sccs.net

EXHIBIT A: 2022-2023 RATES

Exhibit A
 ACES 2020, LLC Rate Schedule
 (eff. July 2022)

ABA Services - Individual	Provider Type	Rate
ABA Assessment(s)	BCBA Supervisor	\$150.00/hr
Behavior Intervention Development/Design	BCBA Supervisor	\$150.00/hr
Behavior Intervention Development/Design	Mid-level Supervisor	\$132.50/hr
Behavior Intervention Implementation - Direct	Behavioral Interventionist	\$68.90/hr

Speech & Occupational Therapy Services	Provider Type	Rate
Speech Therapy (ST) Services	Speech-Language Pathologist (SLP)	\$150.00/hour*
Occupational Therapy (OT) Services	Occupational Therapist (OTR/L)	\$150.00/hour*

Notes:

1. Rates are based on the treating provider’s licensure and/or certification for that discipline, which is not based on provider’s academic credentials alone.
2. From time to time these rates may be changed effective upon ACES providing written notice.
3. Fees are billed in minimum time increments of .25 hours.
4. Rates are inclusive of reimbursement for time and materials, including travel (unless otherwise stated).
5. When two or more staff members are working with a Client at the same time, the time of each will be charged.
6. Rates for all services are subject to the provisions and limitations set forth in the Agreement.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Non-Public Agency: SpeechRighter Contract Revision

MEETING DATE: October 19, 2022

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the revision of the attached Nonpublic Agency Master Contract to include new and continuing services for private school students through the 2022-2023 school year.

BACKGROUND:

In August 2022, a Master Contract was approved so that SpeechRighter could provide Occupational Therapy to 37 students with Individualized Education Plans in Santa Cruz City Schools. These services are mandated by each of the students' Individualized Education Plan and/or Individual Service Plan (ISP). Service period: July 1, 2022, through June 30, 2023.

Revision: This revision adds required services for 11 private school students in Special Education in the same time period. The District is required by law to provide services for private school students who reside within our District boundaries.

FISCAL IMPACT:

Total cost increased by \$11,625 to now not to exceed \$49,588.66. Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2022-2023

MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA	NORTH SANTA CRUZ COUNTY SELPA
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Contract Year	2022-2023
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Nonpublic School
 Nonpublic Agency

Type of Contract:

X	Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.
	Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.
	Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the 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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2022-2023	CONTRACT NUMBER:
LOCAL EDUCATION AGENCY: <u>NORTH SANTA CRUZ COUNTY SELPA</u>	

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: SPEECHRIGHTER

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2022, between NORTH SANTA CRUZ COUNTY SELPA, hereinafter referred to as the local educational agency (“LEA”), and SPEECHRIGHTER (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.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the 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”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement 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 NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this

Agreement 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 and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. 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 room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of 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 in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, 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, 2022 to June 30, 2023 (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. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be

offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this 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 each ISA 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.

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 current 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 ("ISA")

This Agreement 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 or by written agreement between the parent and LEA. 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 NPS/A.

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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. 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 NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and 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 (r)).

- e The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title 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(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A 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 “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this 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; behavior emergency reports (BER); incident reports; notification of injuries; 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 NPS/A 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; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the 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 the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with 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, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this 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 party seeking such modification shall provide the LEA and/or 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 ISA 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 no less than 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 CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR 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 Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

- 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 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 performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

\$3,000,000 per occurrence
\$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 a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. **INDEMNIFICATION AND HOLD HARMLESS**

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act 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 the 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 Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, 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 determination, 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. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

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, but not limited to, 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 as required 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 must 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 subcontractors 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 Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The 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 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 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 NPA, 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 is or 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, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The 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 special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept 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, 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). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge 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.

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, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq...*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the 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 an LEA, that contracts with the NPS: (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 CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by 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.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver 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 caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to 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 student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and 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 NPS 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 the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in 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 NPA 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 data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. 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.

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

The LEA shall provide the CONTRACTOR 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 CONTRACTOR'S 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 if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative

English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend 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, data collection, 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 AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report 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 behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

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

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. 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.

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 NPS; 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 the 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 for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR 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/NPA, the NPS/NPA and LEA 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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR*

300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

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 ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. 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 (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative 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 intervention plans. The LEA may request such data at any time within five (5) 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 evaluations of the student ten (10) days 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. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation 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 NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/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 NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) 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 from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, 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 following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an 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 NPS/RTC.

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 LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from 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 consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. 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.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 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., Title 5, section 3001 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. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education

eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. 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. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

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 or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and 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 NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. 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). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

45. STAFF QUALIFICATIONS

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. 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 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.

47. STAFF ABSENCE

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

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to 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.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406,

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.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. 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.

51. 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) provide 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 ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. 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.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all 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

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and 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 an LEA form with signatures in the manner prescribed by LEA. 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 initials of each student for when the service was provided.

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

Such an invoice is subject to all conditions of this 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 (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of 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.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(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 of residence to another district, but fails to notify LEA within 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 (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for

regular ongoing operations. In addition, final payment may be withheld by 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 portion 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 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 or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

After forty-five (45) business days: The CONTRACTOR may notify the 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: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to 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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA

students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this 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.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

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, , 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 NPS/A 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 a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

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 required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

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, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

LEA

SPEECHRIGHTER
Nonpublic School/Agency

NORTH SANTA CRUZ COUNTY SELPA
LEA Name

By: *C. Colip* 02 / 16 / 2022
Signature Date

By: *Jessica Little* 02 / 22 / 2022
Signature Date

Cristienne Colip Clinical Director
Name and Title of Authorized Representative

JESSICA LITTLE, SR. SELPA DIRECTOR
Name and Title of Authorized Representative

<p>Notices to CONTRACTOR shall be addressed to:</p> <p>Cris Colip</p> <p>Name and Title Cris Colip, Clinical ir</p> <p>Nonpublic School/Agency/Related Service Provider SpeechRighter, Inc.</p> <p>Address 820 Bay Avenue Ste. 212</p> <p>City State Zip Capitola CA</p> <p>Phone Fax 831-854-2060</p> <p>Email</p>	<p>Notices to LEA shall be addressed to:</p> <p>JESSICA LITTLE, SR. SELPA DIRECTOR</p> <p>Name and Title NORTH SANTA CRUZ COUNTY SELPA</p> <p>LEA 400 ENCINAL STREET</p> <p>Address SANTA CRUZ CA 95060</p> <p>City State Zip 831-466-5700 831-466-5964</p> <p>Phone Fax jlittle@santacruzcoe.org</p> <p>Email</p> <p style="text-align: center;">Additional LEA Notification (Required if completed)</p> <p>Name and Title</p> <p>Address</p> <p>City State Zip</p> <p>Phone Fax</p> <p>Email</p>
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EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: SPEECHRIGHTER

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

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

- 1) Daily Basic Education Rate: _____

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

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	\$125	Hourly
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	\$125	Hourly
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____

Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

EXHIBIT B: 2022-2023 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 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, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ (Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
 - A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ = **PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

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

	Provider						
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

Bus Passes	Provider						
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

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

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements:	Quarterl y	Monthl y	Other (Specify)
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The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-		-LEA/SELPA-	
_____ (Name of Nonpublic School/Agency)		_____ (Name of LEA/SELPA)	
_____ (Signature)	_____ (Date)	_____ (Signature)	_____ (Date)
_____ (Name and Title)		_____ (Name of Superintendent or Authorized Designee)	

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Nonpublic Agency: Adriana San Millan School Psychology and Special Education Services, LLC

MEETING DATE: October 19, 2022

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the attached Nonpublic Agency Master Contract for an Independent Educational Evaluation (IEE) for a student with disabilities. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student's name has been omitted.*

BACKGROUND:

As per 34 Code of Federal Regulations (CFR) § 300.502, parents of students with disabilities have the right to request an Independent Educational Evaluation at any time. School districts are required to a) file for due process and refuse the IEE request or b) fund the IEE. In this circumstance, it was determined to fund the IEE. This contract will provide an Occupational Therapy and Psychoeducational evaluation.

Service Period: October 19, 2022, through January 30, 2023.

FISCAL IMPACT:

Not to exceed \$8,450 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2022-2023

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA SANTA CRUZ CITY SCHOOLS

Contract Year 2022-2023

Nonpublic **Adriana San Millan School Psychology and Special
Education Services, LLC**
 Nonpublic Agency

Type of Contract:

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

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

Interim 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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2022-2023

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Santa Cruz City Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: ADRIANA SAN MILLAN SCHOOL
PSYCHOLOGY AND SPECIAL EDUCATION
SERVICES, LLC

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2022, between Santa Cruz City Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the North Santa Cruz County SELPA and **ADRIANA SAN MILLAN SCHOOL PSYCHOLOGY AND SPECIAL EDUCATION SERVICES, LLC** (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.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the 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”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement 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 NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement 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 and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. 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 room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of 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 in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, 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, 2022 to June 30, 2023 (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. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this 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 each ISA 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.

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 current 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 ("ISA")

This Agreement 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 or by written agreement between the parent and LEA. 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 NPS/A.

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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. 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 NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and 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 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title 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(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A 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 "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this 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; behavior emergency reports (BER); incident reports; notification of injuries; 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 NPS/A 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; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the 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 the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with 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, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this 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 party seeking such modification shall provide the LEA and/or 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 ISA 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 no less than 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 CONTRACTOR’S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR 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 Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

- 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 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 performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

\$3,000,000 per occurrence
\$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 a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act 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 the 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 Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, 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 determination, 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. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

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, but not limited to, 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 as required 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 must 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 subcontractors 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 Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The 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 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 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 NPA, 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 is or 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, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The 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 special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept 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, 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). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge 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.

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, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq...*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the 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 an LEA, that contracts with the NPS: (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 CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by 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.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student’s IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children’s Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver 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 caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student’s IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

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

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

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to 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 student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and 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 NPS 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 the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in 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 NPA 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 data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. 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.

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

The LEA shall provide the CONTRACTOR 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 CONTRACTOR'S 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 if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend 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, data collection, 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 AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report 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 behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant

sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

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

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. 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.

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 NPS; 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 the 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 for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR 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/NPA, the NPS/NPA and LEA 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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

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 (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. 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 (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative 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 intervention plans. The LEA may request such data at any time within five (5) 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 evaluations of the student ten (10) days 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. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation 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 NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/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 NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) 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 from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, 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 following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an 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 NPS/RTC.

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 LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from 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 consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. 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.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005),

AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 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., Title 5, section 3001 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. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. 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. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

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 or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and 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 NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for CONTRACTOR’S employees and volunteers who will have or likely may have any direct contact with LEA students. 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). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license,

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. 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 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.

47. STAFF ABSENCE

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

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to 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.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406,

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.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. 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.

51. 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) provide 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 ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. 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.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all 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

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and 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 an LEA form with signatures in the manner prescribed by LEA. 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 initials of each student for when the service was provided.

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

Such an invoice is subject to all conditions of this 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 (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of 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.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(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 of residence to another district, but fails to notify LEA within 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 (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by 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 portion 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 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 or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

After forty-five (45) business days: The CONTRACTOR may notify the 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: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to 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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this 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.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative

placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

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, , 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 NPS/A 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 a result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA'S written notice demanding payment.

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 required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

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, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Nonpublic School/Agency

Santa Cruz City Schools
LEA Name

By: _____
Signature Date

By: _____
Signature Date

Adriana San Millan
Name and Title of Authorized Representative

Kris Munro, Superintendent
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Adriana San Millan	Name and Title Stacy O’Farrell, Director – Special Education
Nonpublic School/Agency/Related Service Provider Adriana San Millan School Psychology and Special Education Services, LLC	LEA Santa Cruz City Schools
Address 1115 Teresa Lane	Address 133 Mission Street, Suite 100
City State Zip Morgan Hill CA 95037	City State Zip Santa Cruz CA 95060
Phone Fax (408)-706-4860 (408)-608-0379	Phone Fax (831)-429-3410 X 48200
Email sanmillansped.com	Email sofarrell@sccs.net

**Additional LEA Notification
(Required if completed)**

Name and Title John Roberts
Address 133 Mission Street, Suite 100
City State Zip Santa Cruz CA 95060
Phone Fax (831)-429-3410 X 48201
Email johnroberts@sccs.net

EXHIBIT A: 2022-2023 RATES

Adriana San Millan School Psychology and Special Education Services, LLC

408-706-4860 • 1115 Teresa Lane, Morgan Hill, CA 95037 • sanmillansped.com



RATE SHEET FOR SCHOOL RELATED SERVICES: 2022-2023

Santa Cruz

*Direct in-person service is a minimum of 4 hours. Charges will also apply if providers arrive and the student is absent.
Virtual services should be allocated for a minimum of 30 minute increments and will be billed 15 minutes for no shows to cover documentation.*

EVALUATIONS	RATE	PERIOD
Occupational Therapy Evaluation	\$2,950	per student
Psycho-educational Assessment	\$5,500	per student
School Psychologist IEP Attendance via Video Conference / Phone	\$500	per student

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Agreement for Professional Services: Steps to Success

MEETING DATE: October 19, 2022

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the attached Nonpublic Agency contract for new and continuing services through the 2022-2023 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

BACKGROUND:

As per Education Code 56172, Local Education Agencies (LEAs) are provided funds for use exclusively for students with disabilities attending private schools. Annually, LEAs consult with private schools in the LEA attendance area to determine how these funds will be spent. This contract with Steps to Success will provide academic support services for 19 students attending private schools as per their Individualized Service Plans (ISPs).

FISCAL IMPACT:

Not to exceed \$16,125 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2022-2023

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2022-2023

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Santa Cruz City Schools

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: STEPS TO SUCCESS EDUCATIONAL THERAPY, LLC

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2022, between Santa Cruz City Schools, hereinafter referred to as the local educational agency (“LEA”), a member of the North Santa Cruz County SELPA and **STEPS TO SUCCESS EDUCATIONAL THERAPY, LLC** (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.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the 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”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement 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 NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement 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 and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. 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 room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of 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 in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, 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, 2022 to June 30, 2023 (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. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this 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 each ISA 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.

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 current 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 ("ISA")

This Agreement 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 or by written agreement between the parent and LEA. 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 NPS/A.

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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. 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 NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and 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 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title 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(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A 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 "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this 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; behavior emergency reports (BER); incident reports; notification of injuries; 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 NPS/A 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; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the 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 the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with 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, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this 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 party seeking such modification shall provide the LEA and/or 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 ISA 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 no less than 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 CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR 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 Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

- 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 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 performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

\$3,000,000 per occurrence
\$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 a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act 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 the 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 Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, 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 determination, 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. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

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, but not limited to, 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 as required 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 must 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 subcontractors 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 Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The 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 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 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 NPA, 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 is or 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, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The 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 special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept 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, 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). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge 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.

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, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the 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 an LEA, that contracts with the NPS: (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 CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by 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.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student’s IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children’s Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver 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 caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student’s IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

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

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

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to 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 student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and 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 NPS 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 the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in 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 NPA 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 data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. 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.

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

The LEA shall provide the CONTRACTOR 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 CONTRACTOR'S 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 if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend 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, data collection, 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 AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report 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 behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant

sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

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

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. 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.

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 NPS; 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 the 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 for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR 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/NPA, the NPS/NPA and LEA 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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

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 (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. 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 (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative 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 intervention plans. The LEA may request such data at any time within five (5) 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 evaluations of the student ten (10) days 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. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation 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 NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/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 NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) 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 from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, 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 following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an 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 NPS/RTC.

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 LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from 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 consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. 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.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005),

AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 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., Title 5, section 3001 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. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. 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. CONTRACTOR shall be invited to participate in the review of each student's progress.

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

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 or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and 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 NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for CONTRACTOR’S employees and volunteers who will have or likely may have any direct contact with LEA students. 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). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license,

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. 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 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.

47. STAFF ABSENCE

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

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to 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.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406,

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.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. 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.

51. 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) provide 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 ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. 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.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all 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

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and 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 an LEA form with signatures in the manner prescribed by LEA. 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 initials of each student for when the service was provided.

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

Such an invoice is subject to all conditions of this 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 (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of 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.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(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 of residence to another district, but fails to notify LEA within 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 (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by 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 portion 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 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 or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

After forty-five (45) business days: The CONTRACTOR may notify the 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: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to 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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this 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.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative

placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

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, , 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 NPS/A 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 a result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA'S written notice demanding payment.

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 required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

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, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Nonpublic School/Agency

Santa Cruz City Schools
LEA Name

By: _____
Signature Date

By: _____
Signature Date

Adriana San Millan
Name and Title of Authorized Representative

Kris Munro, Superintendent
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Heather Somerville, Director	Name and Title Stacy O’Farrell, Director – Special Education
Nonpublic School/Agency/Related Service Provider STEPS TO SUCCESS EDUCATIONAL THERAPY, LLC	LEA Santa Cruz City Schools
Address 553 Frederick Street	Address 133 Mission Street, Suite 100
City State Zip Santa Cruz CA 95062	City State Zip Santa Cruz CA 95060
Phone Fax (831)-621-8100	Phone Fax (831)-429-3410 X 48200
Email info@stepstosuccessedtherepy.com	Email sofarrell@sccs.net

**Additional LEA Notification
(Required if completed)**

Name and Title John Roberts
Address 133 Mission Street, Suite 100
City State Zip Santa Cruz CA 95060
Phone Fax (831)-429-3410 X 48201
Email johnroberts@sccs.net

EXHIBIT A: 2022-2023 RATES

From: **Heather Michele Sommerville** <heather@stepstosuccessedtherapy.com>
Date: Sat, Sep 25, 2021 at 2:40 PM
Subject: ISP's
To: Brad Ruth <bradruth@sccs.net>
Cc: stacy O'Farrell <sofarrell@sccs.net>

Hi Brad,

I hope this finds you well. I wanted to reach out now that school is under way. We have successfully moved into our new space at 553 Frederick St. Woot!

After I received your email (rates stayed at \$125/hr), I met with my team to discuss the

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Consultant Services Agreement: Interactive Flat Panel Training

MEETING DATE: October 19, 2022

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve consulting services agreement with Viewsonic for training on Interactive Flat Panels.

BACKGROUND:

As part of Measure B (approved in 2016), classrooms in the District are being upgraded to include Viewsonic *Interactive* Flat Panels (IFP). This adds an exciting dimension for elementary & secondary curriculum. Teachers can use an IFPs for casting, whiteboard, and interactive lessons.

To support implementation of the IFPs in every classroom, the district is adopting a ‘train-the-trainer’ model. Site Tech Coaches, Education Technology Specialists and Teachers on Special Assignment will participate in training and then they will train classroom teachers to effectively utilize the District’s 300 IFPs

FISCAL IMPACT:

\$7,921.80 LCFF Base (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social well-being of all students.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

REQUEST FOR CONSULTANT SERVICES AGREEMENT

Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting and prior to the Consultant beginning work.

Site: _____ Principal/Director: _____

Describe Work to be Performed and District and Site Goals Supported: _____

Qualifications of Consultant: _____

Name of Consultant: _____ Tax I.D.# or SSN: _____
(Vendor Data form to Purchasing)

Address: _____ Telephone #: _____

City/State/Zip: _____ Email: _____

Date(s) of Service: _____ Time: _____

Number of Hours: _____ hours per day X _____ days = _____ total hours.

Hourly/Daily Rate (specify): _____ Meals: _____

Lodging: _____ Transportation: _____

TOTAL FEE TO BE PAID: _____ Account #: _____

Write out funding source (i.e., LCFF, Base, Title), if categorical or LCFF Supplemental, include single plan goal and action: _____

Approval of Business Services verifying account: _____ Date: _____

Authorized Signature of Consultant: _____ Date: _____

(NOTE: Consultant must submit invoice for payment upon completion of work)

Signature of Administrator Requesting Service

Approval of Assistant Superintendent

Date: _____

Date: _____

AB 1610, 1612, and 2102 COMPLIANCE (consultants having more than limited contact with students require fingerprinting)

- Consultants **will be** on campus on a regular basis (more than once) while students are present
- Consultant **will not** be on campus on a regular basis while students are present (fingerprints not required).

Fingerprint Clearance date: _____ Approval of Human Resources: _____

PAYMENT AUTHORIZATION

(Submit for payment after Consultant completes work)

I hereby certify that the consultant has satisfactorily completed the services in accordance with the above Agreement and that payment is in order.

Signature of Administrator Requesting Payment

Date

Approval of Assistant Superintendent

Date

Board of Education Approval: _____
(Required if over \$2500)

REQUEST FOR CONSULTANT SERVICES AGREEMENT

Review guidelines of Board Policy - Consultant Services Agreements.

1. Statement of specific need and the goal of the Consultant's work (Refer to district/site goals and plans, unique needs of school, program or office which necessitates the services of a consultant).

2. State efforts made to identify qualified staff available within the district to carry out the requested services.

3. If this agreement is for staff development or for one-time services, state the site's plan to reduce or eliminate the need for this consultant's services in the future.

4. Statement of expected outcomes (Include specific student outcomes desired, benefits to district students and/or staff).

5. Evaluation Process - How will you know the goal/outcomes have been met?



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

JON MORGAN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MZSS322	9/28/2022	MZSS322	1165316	\$7,921.80

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
ViewBoard Professional Development training sessions - lectures and labs Mfg. Part#: PD-IFP-002 UNSPSC: 86101601 Contract: Standard Pricing	1	4562535	\$3,456.00	\$3,456.00
ViewBoard Professional Development training sessions - lectures and labs Mfg. Part#: PD-IFP-004 Contract: Standard Pricing	2	5815040	\$2,198.00	\$4,396.00

SUBTOTAL	\$7,852.00
SHIPPING	\$69.80
SALES TAX	\$0.00
GRAND TOTAL	\$7,921.80

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SANTA CRUZ CITY SCHOOLS ACCOUNTS PAYABLE 133 MISSION ST STE 100 SANTA CRUZ, CA 95060-3747 Phone: (831) 429-3410 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: SANTA CRUZ CITY SCHOOLS JON MORGAN 133 MISSION ST STE 100 SANTA CRUZ, CA 95060-3747 Phone: (831) 429-3410 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Chris Atraje | (877) 325-2820 | chriatr@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$7,921.80	\$222.52/Month	\$7,921.80	\$254.21/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners.

Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration.

Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM Consultant Services Agreement: Safe Schools Project

MEETING DATE: October 19, 2022

FROM: Dorothy Coito, Assistant Superintendent, Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Consultant Services Agreement for 2022-23 for Safe Schools.

BACKGROUND:

Across the district, important progress has been made towards supporting our LGBTQ+ students and our families. Santa Cruz City Schools (SCCS) would like to become more strategic in identifying ongoing ways it can make each of its schools a “Model LGBTQ+ Inclusive School.” This ongoing support may include ongoing professional learning, reviewing library book collections, special assemblies and events, lesson plans, etc. The Safe Schools Project is looking forward to collaborating with schools at all levels in SCCS to identify these common elements that can be shared with other schools throughout the District, County and State.

At the end of the 2022-23 school year, each school will complete the LGBTQ Climate Index self-assessment to assess growth over one year. The Safe Schools Project will provide a case study analysis for all SCCS schools participating in the project.

The Safe Schools Project (SSP), in partnership with the Santa Cruz City Schools and the Santa Cruz County Office of Education, will provide ongoing support to the following SCCS schools who have elected to participate in the project during the 2022-2023 school year:

Bay View Elementary School
DeLaveaga Elementary School
Branciforte Middle School
Mission Hill Middle School
Branciforte Small Schools Campus
Santa Cruz High School
Soquel High School

FISCAL IMPACT:

\$9,000 Medical Administrative Activities Reimbursement (Restricted)

AGENDA ITEM: 8.2.1.8

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

AGENDA ITEM: 8.2.1.8

Santa Cruz City Schools
133 Mission St.
Santa Cruz, Ca 95060

REQUISITION #: _____

REQUEST FOR CONSULTANT SERVICES AGREEMENT

Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting and prior to the Consultant beginning work.

Site: Student Services Principal/Director: Gail Atlansky

Describe Work to be Performed and District and Site Goals Supported:

The Safe Schools Project, in partnership with the Santa Cruz County Office of Education, will be working with seven of our schools to identify those elements and strategies that make our schools Model LGBTQ+ Inclusive Schools.

Qualifications of Consultant: _____

Name of Consultant: Diversity Center / Safe Schools Project Tax I.D.# or SSN: 77-0212967

Address: PO Box 3143 Telephone #: 559-351-5928
(Vendor Data form to Purchasing)

City/State/Zip: Santa Cruz, CA 95063 Email: robdarrow@robdarrow.us

Date(s) of Service: School year 2022-23 Time: _____

Number of Hours: six schools hours per day X \$1500/school days = \$9000.00 total hours.

Hourly/Daily Rate (specify): N/A Meals: N/A

Lodging: N/A Transportation: N/A

TOTAL FEE TO BE PAID: \$9000.00 Account #: 01-9010-0-0000-3110-5800-600-0061

Write out meaning of account number: MAA

Approval of Business Services verifying account: _____ Date: _____

Authorized Signature of Consultant: [Signature] Date: 10/4/22

(NOTE: Consultant must submit invoice for payment upon completion of work)

Signature of Administrator Requesting Service

Approval of Assistant Superintendent

Date: 10/4/2022

Date: _____

AB 1610, 1612, and 2102 COMPLIANCE (consultants having more than limited contact with students require fingerprinting)

- Consultants *will be* on campus on a regular basis (more than once) while students are present
- Consultant *will not be* on campus on a regular basis while students are present (fingerprints not required).

Fingerprint Clearance date: _____ Approval of Human Resources: _____

PAYMENT AUTHORIZATION

(Submit for payment after Consultant completes work)

I hereby certify that the consultant has satisfactorily completed the services in accordance with the above Agreement and that payment is in order.

Signature of Administrator Requesting Payment

Date

Approval of Assistant Superintendent

Date

Board of Education Approval: _____
(Required if over \$2500)

7/14/2016

REQUEST FOR CONSULTANT SERVICES AGREEMENT

Review guidelines of Board Policy - Consultant Services Agreements.

1. Statement of specific need and the goal of the Consultant's work (Refer to district/site goals and plans, unique needs of school, program or office which necessitates the services of a consultant).
School sites teams will complete the LGBTQ Safe Schools Climate Index, a self assessment tool, to measure how inclusive and safe their schools are for LGBTQ+ students and school communities. They will receive also professional development and guidance to improve their school's climate and practices to better support LGBTQ students and families.
Goal #2: SCCS will create positive, engaging school environments.
that promote the development of cognitive skills and the social emotional well-being of all students.
Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.
Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.
2. State efforts made to identify qualified staff available within the district to carry out the requested services.
Ron Indra was a former teacher at Harbor High School. He is a the Director of the Safe Schools Project, he is a member of the Santa Cruz City Schools LGBTQ Task Force and the Santa Cruz County Office of Education's LGBTQ Task Force. The Safe Schools Project was created to work with schools and school districts to promote safe and inclusive schools for LGBTQ+ youth.
3. If this agreement is for staff development or for one-time services, state the site's plan to reduce or eliminate the need for this consultant's services in the future.
The Safe Schools Project will be training school administration, teachers, and staff at seven school sites in Santa Cruz City Schools.
4. Statement of expected outcomes (Include specific student outcomes desired, benefits to district students and/or staff).
Outcomes: To create Model LGBTQ+ Inclusive Schools to better support their LGBTQ students.
5. Evaluation Process - How will you know the goal/outcomes have been met?
School teams will engage in a post LGBTQ Climate Index Assessment at the end of the year to measure outcomes.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Riverside County Office of Education: A-G Transcript Audit

MEETING DATE: October 19, 2022

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Riverside County Office of Education College and Career Readiness Department Contract for Services with Soquel High School.

BACKGROUND:

The College and Career Readiness Unit of the Riverside County Office of Education (RCOE) will provide professional development services to Soquel High School for the Measuring Student Learning Project with a focus on improving UC/CSU A-G completion rates. The project will create reports that Soquel High School teachers and school leaders can use to diagnose and understand the current access and success barriers to courses of rigor.

The College and Career Readiness Department of RCOE will provide guidance and project management through ongoing digital, voice, and face-to-face communication for the duration of the contract.

- Data Literacy - The ability to read, work with, analyze, and communicate with data. The skill that empowers teachers to ask the right questions of data, gather information, and build knowledge to make decisions and communicate meaning to others.
- Systems Thinking - Systems thinking is a way of helping a person or group to view systems from a broad perspective that includes seeing overall structures, patterns, and cycles in systems, rather than seeing only a specific event in the system.
- Improvement Science - Improvement science focuses on exploring how to undertake quality improvement well. It involves applying research methods to help practitioners understand what system characteristics impact system outcomes and how to improve the quality of outcome targets.

The project goal is to provide professional development services to create tools that teachers, instructional coaches, school leaders, and students can use to understand how a school system measures and reports student learning at the course, department, and school levels.

AGENDA ITEM: 8.2.1.9

The expected benefits of the professional development include:

1. Improve the accuracy of student performance measures as reported by course grades.
2. Improve staff collaboration efforts to improve instructional practices and student learning outcomes.

Project Deliverables:

- Project structure, communication, and coordination
- Digital survey design
- School-level project briefing and transcript exercise
- Transcript entry of approximately 300 students
- Excel Spreadsheet Report
- PowerPoint Summary Report
- Facilitation of School-level data debrief meeting
- Facilitation of District-level data debrief meeting

The Secondary Director will work with Riverside County Office and Soquel High School to help share learnings to other Santa Cruz City Schools' secondary schools. Additionally, the Secondary Director will potentially replicate this same professional development process with other secondary schools in future school years.

FISCAL IMPACT:

\$5,950, A-G Grant (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.



**Riverside County Office of Education (RCOE)
College and Career Readiness (CCR) Department
Contract for Services Proposal**

District: Santa Cruz Unified School District **Site:** Soquel High School
Contract Year: 2022 – 2023

The College and Career Readiness Unit of the Riverside County Office of Education (RCOE) will provide professional development services to Soquel High School for the Measuring Student Learning Project with a focus on improving UC/CSU A-G completion rates. The project will create reports that Soquel teachers and school leaders can use to diagnose and understand the current access and success barriers to courses of rigor.

The College and Career Readiness Department of RCOE will provide guidance and project management through ongoing digital, voice, and face-to-face communication for the duration of the contract.

Point of Contact Information:

Julia Hodges

Director of Secondary Curriculum, Instruction, & Assessment

831-429-3410

juliahodges@sccs.net

Santa Cruz City Schools

1133 Mission Street

Santa Cruz, CA 95060

Professional Development Theory of Action

Data Literacy - The ability to read, work with, analyze, and communicate with data. The skill that empowers teachers to ask the right questions of data, gather information, and build knowledge to make decisions and communicate meaning to others.

Systems Thinking - Systems thinking is a way of helping a person or group to view systems from a broad perspective that includes seeing overall structures, patterns, and cycles in systems, rather than seeing only a specific event in the system.

Improvement Science - Improvement science focuses on exploring how to undertake quality improvement well. It involves applying research methods to help practitioners understand what system characteristics impact system outcomes and how to improve the quality of outcome targets.

The project goal is to provide professional development services to create tools that teachers, instructional coaches, school leaders, and students can use to understand how a school system measures and reports student learning at the course, department, and school levels.

The expected benefits of the professional development include:

1. Improve the accuracy of student performance measures as reported by course grades.
2. Improve staff collaboration efforts to improve instructional practices and student learning outcomes.

Business Rules for High School Transcript Analysis:

- The transcripts of Class of 2022 will be analyzed
- All A-G Courses will be entered for the high school
- Letter grades to classes will be entered for all grade-level A-G classes (A, B, C, D, F)
- Credit/Pass marks on transcripts will be entered as “C” grades
- No Credit/Fail marks on transcripts will be entered as “F” grades
- Non-A-G / Non-core classes will be entered using the mark of “N”
- The district office will provide a digital file of transcripts for each school
- The district office will provide a digital file of demographic information sortable by the school

Demographic file specifications

- RCOE will provide a secure upload link for transcripts and demographic information

Project Deliverables

- Project structure, communication, and coordination
- Digital survey design

<ul style="list-style-type: none"> ● School-level project briefing and transcript exercise ● Transcript entry of approximately 300 students ● Excel Spreadsheet Report ● PowerPoint Summary Report ● Facilitation of School-level data debrief meeting ● Facilitation of District-level data debrief meeting 	
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Cost Structure Breakdown

Module 1 – Transcript Analysis	
<ul style="list-style-type: none"> ● Project structure, coordination, and communication with district and site leadership ● Digital survey design (1 consultant / 4 hours) 	\$900
School-level transcript exercise (1 consultant / 1 days)	\$1,800
Transcript entry of approximately 300 high school students	\$1,800
Project Reports (1 consultant / 1/4 day)	\$450
Travel (not to exceed)	\$1,000
Subtotal: MSL Module #1 Project Cost	\$5,950

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Consultant Services Agreement: Positive Discipline Community Resources

MEETING DATE: October 19, 2022

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Consultant Services Agreement with Positive Discipline Community Resources to provide family support and networking weekly meetings for SCCS families.

BACKGROUND:

Positive Discipline Community Resources is a non-profit organization that builds partnerships and collaborates with organizations throughout Santa Cruz County. Their platform is centered on building respectful relationships in families, classrooms, and communities. Some sample topics covered in parent education include: communication, navigating power struggles and daily battles and supporting positive behavior at home.

This year, Positive Discipline Community Resources will provide twenty-four virtual parent education sessions, twelve in English and twelve in Spanish on alternating weeks. These meetings will occur on Tuesday evenings from 7:00-8:15pm. They will also provide six in-person sessions for middle and high school age groups to support the Santa Cruz City Schools parent community and provide additional outreach to our bilingual families.

FISCAL IMPACT:

Not To Exceed \$4,000, Medical Administrative Activities Reimbursement (Restricted)

This work is in direct support of the following District goals and their corresponding metrics.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

Santa Cruz City Schools
133 Mission St.
Santa Cruz, Ca 95060

REQUISITION #: _____

REQUEST FOR CONSULTANT SERVICES AGREEMENT

Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting and prior to the Consultant beginning work.

Site: Student Services Principal/Director: Gail Atlansky

Describe Work to be Performed and District and Site Goals Supported:
Positive Discipline Community Resources will provide two hours of virtual weekly meetings (1 English and 1 Spanish) to provide support for the SCCS parent community

Qualifications of Consultant: _____

Name of Consultant: Positive Discipline Community Resource: Tax I.D.# or SSN: 27-364795

Address: P.O. Box 5365 Telephone #: 831-476-7284 x1 107
(Vendor Data form to Purchasing)

City/State/Zip: Santa Cruz, CA 95063 Email: stephanie@pdcrcc.org

Date(s) of Service: September 2021- May 2021 Time: 7-8:15pm

Number of Hours: 13 Spanish hours per day X 13 English days = 26 Workshops total hours.

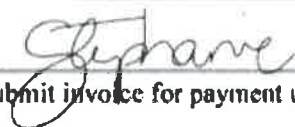
Hourly/Daily Rate (specify): N/A Meals: N/A

Lodging: N/A Transportation: N/A

TOTAL FEE TO BE PAID: \$3,500 Account #: ~~01-3210-0-0000-2495-5800-630-0000~~

Write out meaning of account number: ESSER1 MHA 01-9010-0-0000-3140-5800-620-0061
01-9010-0-0000-3140 5800-630-0061

Approval of Business Services verifying account: _____ Date: _____

Authorized Signature of Consultant:  Date: 10/20/2021
(NOTE: Consultant must submit invoice for payment upon completion of work)

 Signature of Administrator Requesting Service
Date: 10/21/2021
Approval of Assistant Superintendent
Date: _____

AB 1610, 1612, and 2102 COMPLIANCE (consultants having more than limited contact with students require fingerprinting)

- Consultants **will be** on campus on a regular basis (more than once) while students are present
- Consultant **will not be** on campus on a regular basis while students are present (fingerprints not required).

Fingerprint Clearance date: _____ Approval of Human Resources: _____

PAYMENT AUTHORIZATION
(Submit for payment after Consultant completes work)

I hereby certify that the consultant has satisfactorily completed the services in accordance with the above Agreement and that payment is in order.

Signature of Administrator Requesting Payment _____ Date _____

Approval of Assistant Superintendent _____ Date _____

Board of Education Approval: _____
(Required if over \$2500)

7/14/2016

REQUEST FOR CONSULTANT SERVICES AGREEMENT

Review guidelines of Board Policy - Consultant Services Agreements.

1. Statement of specific need and the goal of the Consultant's work (Refer to district/site goals and plans, unique needs of school, program or office which necessitates the services of a consultant).

District Goal 6: SCCS will maintain strong communication and partnerships with its diverse community.

We would like to continue to offer parent support to our SCCS families.

2. State efforts made to identify qualified staff available within the district to carry out the requested services.

Positive Discipline Community Resources are providing support meetings and workshops for our families on Tuesday evenings at 7pm.

3. If this agreement is for staff development or for one-time services, state the site's plan to reduce or eliminate the need for this consultant's services in the future.

N/A

4. Statement of expected outcomes (Include specific student outcomes desired, benefits to district students and/or staff).

SCCS families who participate in these services will gain knowledge and skills to better support their students.

5. Evaluation Process - How will you know the goal/outcomes have been met?

Parent feedback via PDCR surveys, emails to Director of Student Services.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Climatec Change Order #1 for Energy Services Agreement

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Climatec change order #1 for energy services agreement.

BACKGROUND:

The District entered into an agreement with Climatec to install solar panels on several campuses. After the initial designs, staff identified that Bay View's existing rainwater collection system located on the roof required changes to the original solar plans creating a need for this change order. In addition, Branciforte Middle School, DeLaveaga and Gault all requested that the design of their solar shade structures be modified to ensure the structures are watertight to support keeping the spaces dry on rainy days. The previously approved contract amount was \$6,586,457.00 and the new total contract, including this change order, will be \$6,841,388.00.

FISCAL IMPACT:

\$254,931.00 CalSHAPE Reimbursement Funds (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

Prepared by Trevor Miller, Director, Facility Services



**Amendment 1
to
Energy Services Agreement
between**

Santa Cruz City Schools and Climatec LLC

The Energy Services Agreement between the Santa Cruz City Schools and Climatec LLC, dated November 3, 2021, is amended for the purpose of modifying the scope of work for the solar installations.

The price for this scope change is \$ 254,931.00.

The scope of work revisions are attached on the following pages. Scope descriptions of solar work in Attachment B and D are revised to reflect the descriptions on the following pages.

All remaining elements of the contract remain in effect and unchanged.

Both parties will meet after the execution of this document to mutually agree on a project schedule.

Santa Cruz City Schools

Climatec LLC

By: _____
Signature

DocuSigned by:
Jim Mullaney
By: _____
5D507A4F484641F...
Signature

Print Name: _____

Print Name: Jim Mullaney

Title: _____

Title: Director of Operations

Date: _____

Date: 10/4/2022

SYSTEM LOCATION AND DESCRIPTION:

Santa Cruz City Schools				
1. Site Location	<i>Bay View ES</i>	<i>Branciforte MS</i>	<i>De Laveaga ES</i>	<i>Gault ES</i>
2. Point of Interconnection	<i>Meter #'s 1010759612</i>	<i>Meter # 1009539650</i>	<i>Meter # 1010434880</i>	<i>Meter # 1009885029</i>
3. System Size	<i>194.9 kWdc</i>	<i>169.65 kWdc</i>	<i>168.3 kWdc</i>	<i>73.1 kWdc</i>
5. PV Modules	<i>SunPower SPR-E20-435-COM</i>	<i>SunPower SPR-E20-435-COM</i>	<i>SunPower SPR-E20-435-COM</i>	<i>SunPower SPR-E20-435-COM</i>
6. Inverters	<i>SMA Core 1</i>	<i>SMA Core 1</i>	<i>SMA Core 1</i>	<i>SMA Core 1</i>
7. System	<i>DSA PreCheck Shade & Parking Structures 10' Clear Height</i>	<i>DSA PreCheck Shade Structure 10' Clear Height</i>	<i>DSA PreCheck Shade & Parking Structures 10' Clear Height</i>	<i>DSA PreCheck Shade Structure 10' Clear Height</i>

The information presented in the table above is subject to adjustment depending on final design and siting.

1. *Permits and Regulatory Fees*

An allowance for building, fire and electrical permits only is included for \$70,701. This amount is the total for all sites. This amount includes DSA and CGS application fees for all sites. All other permits/approvals are excluded.

Climatec includes durations of 12 weeks for procuring permit and regulatory approvals. Climatec will not be responsible for construction delays caused by permit and approval requirements from local jurisdictions or regulatory review bodies. Any delays in procuring permits will entitle Climatec a time extension change order to the contract as a day for day extension to our plan for obtaining required permits and/or approvals, as defined above or in the proposal schedule.

2. *Utility Requirements*

Proposal assumes all utility-owned electrical equipment serving the sites electrical distribution system has adequate capacity to handle the photovoltaic system output. No utility required electrical equipment upgrade or replacement is included in this proposal, including design and coordination thereof.

Any costs associated with unforeseen utility interconnection requirements, including but not limited to utility-owned equipment upgrades or additions, relay protection equipment external to the inverters, system impact studies, or telemetry requirements and interconnection studies are not included in this

proposal.

3. *Facility Equipment*

The existing electric panels are assumed to have provisions to accept cable connections on the primary side of the main service breaker, or adequate space and capacity for a new breaker. Panel or bus bar reconfiguration and/or District distribution equipment re-listing certification is not included.

Contract excludes Short-Circuit Coordination Study for this project. Climatec will provide overcurrent settings that will be coordinated with District overcurrent settings.

Contract assumes current switchboards / panelboards meet all code requirements.

Solar system includes all standard interconnection related equipment on the District side of the meter, including panel circuit breakers, utility and/or visible utility lockable disconnect switches, solar metering, conduit, and wiring. Additional protection or upgrades required by the utilities above that provided by the certified inverters is not included.

4. *Shading*

The proposal design is based on existing visual conditions on site. Removal of trees or other obstructions to install the solar arrays and system components is included in the proposal. Trees and/or other obstructions subsequently identified for removal or trimming by the District must be removed or trimmed or performance expectations/guarantees will require adjustment.

5. *Commissioning*

The solar scope assumes commissioning requirements for the solar scope only.

6. *Monitoring*

Solar Monitoring will be accomplished via cell card. Energy Management System Integration or similar control or SCADA system integrations to the new photovoltaic array(s) is excluded from this proposal. All other communication and low voltage infrastructure is excluded from this proposal.

7. *Site Embedding Conditions Assumed*

A normal embed depth of 11 feet is assumed. If additional width, embed depth or spread footing is needed due to soil conditions, additional costs will be the responsibility of the client.

8. *Storage*

District shall provide Climatec with an area for storage space located near the Site for storage of materials, tools and equipment, and other purposes.

9. *Exclusions;*

ADA.

Scope excludes modification requirements for accessibility upgrades and accessibility design around the photovoltaic shade structure/parking canopy structures. Assumes that current parking lot layout has been reviewed and approved by Authority Having Jurisdiction (AHJ). If the architect of record recommends addition of new accessible parking stalls under the solar canopies, changed path of travel and/or new canopies over existing accessible stalls, design and construction costs will be addressed via Change Order.

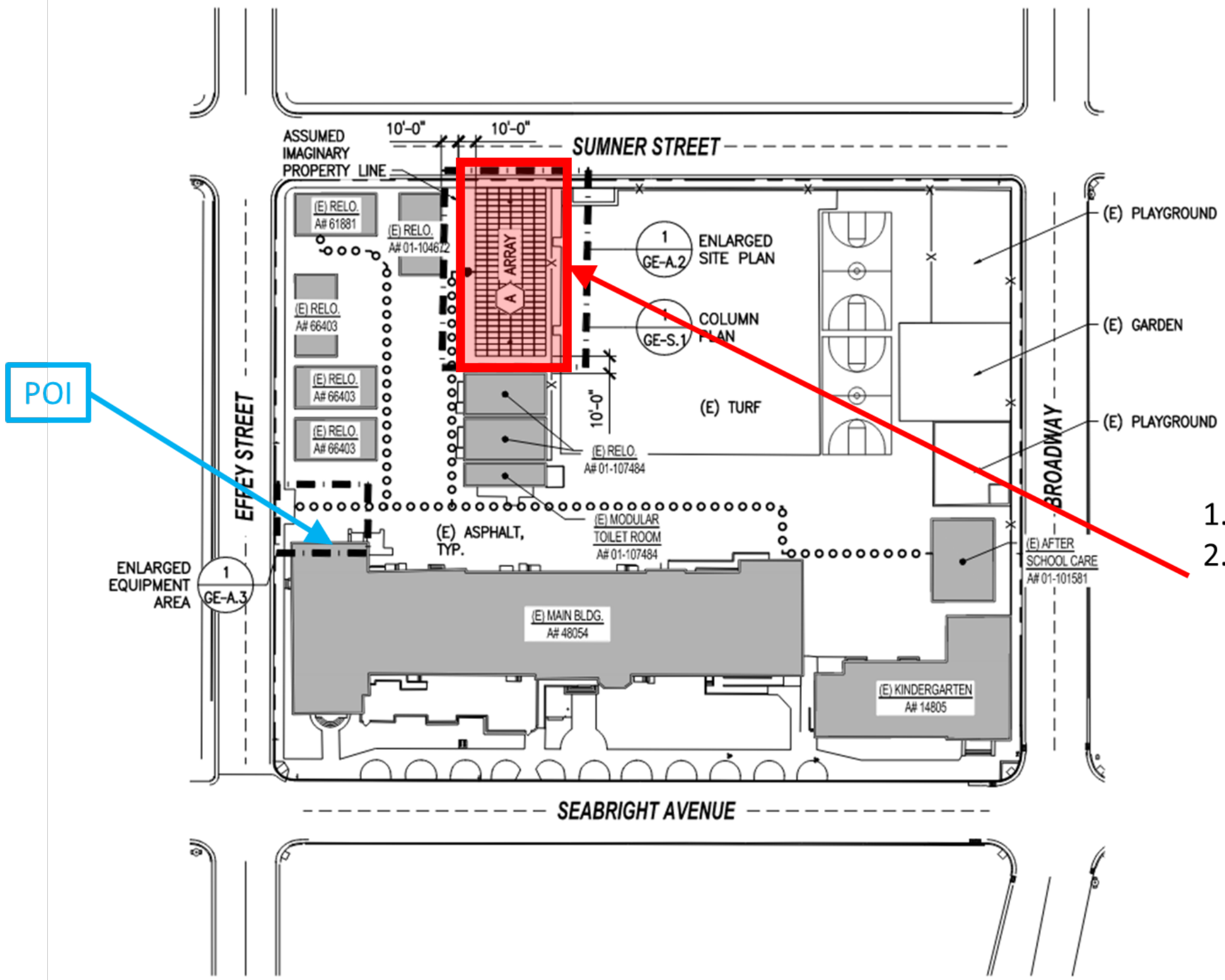
Irrigation.

Irrigation reconfiguration if necessary to complete any foundation construction is not included.

Fire.

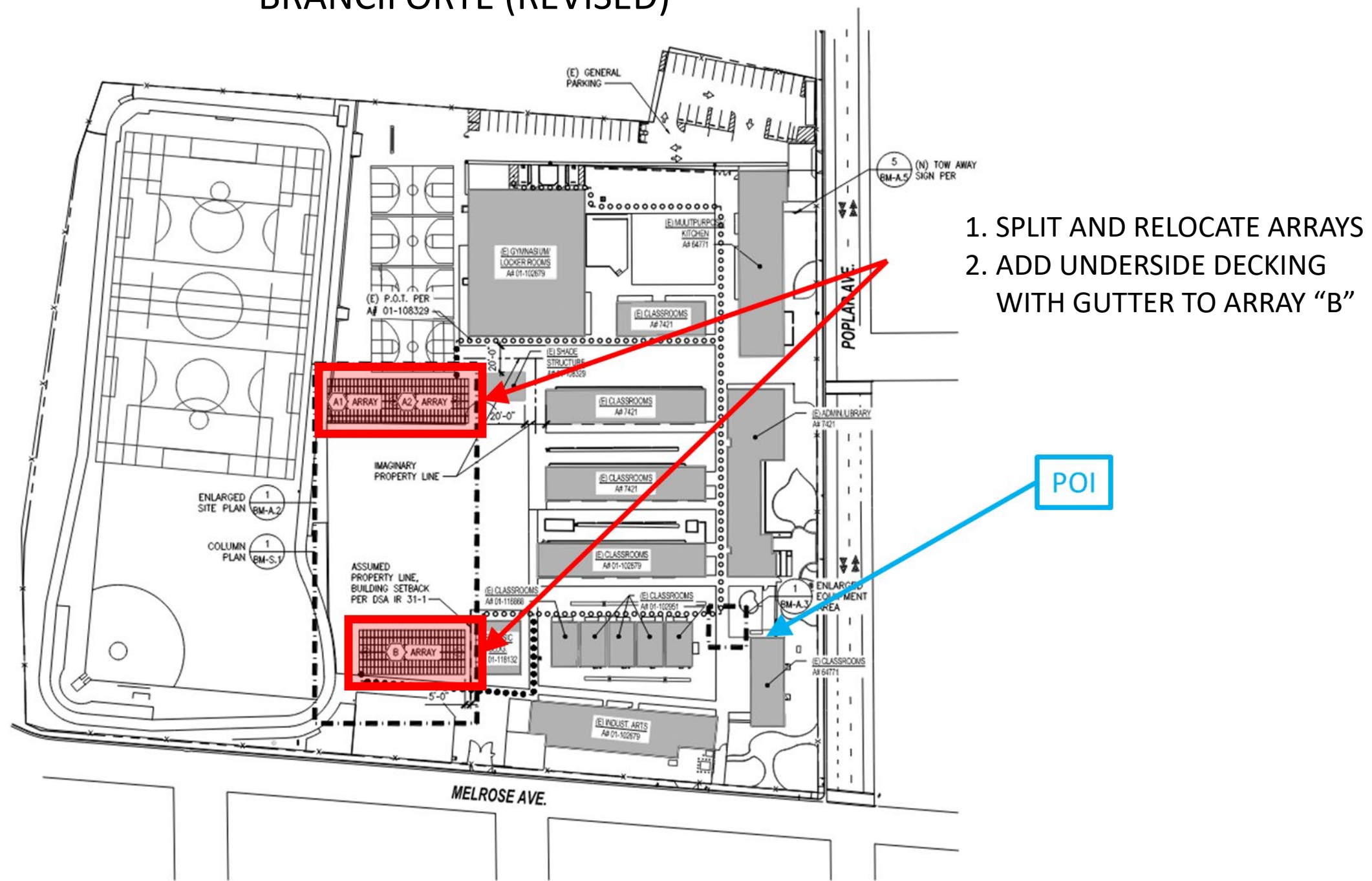
Fire hydrant flow tests are not included.

GAULT ELEMENTARY (REVISED)



1. RELOCATE ARRAY
2. ADD UNDERSIDE DECKING (NO GUTTER)

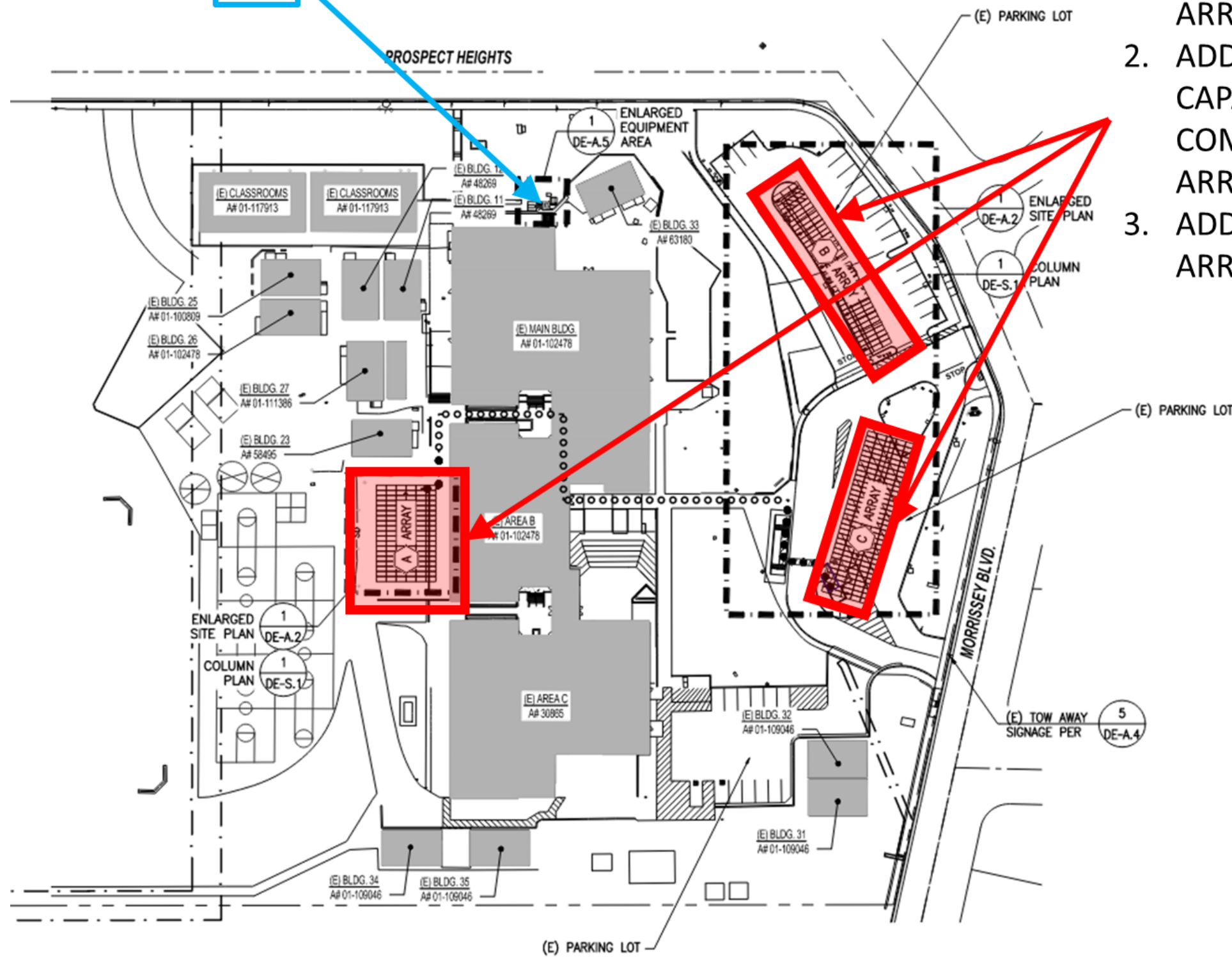
BRANCIFORTE (REVISED)



- 1. SPLIT AND RELOCATE ARRAYS
- 2. ADD UNDERSIDE DECKING WITH GUTTER TO ARRAY "B"

DE LAVEAGA (REVISED)

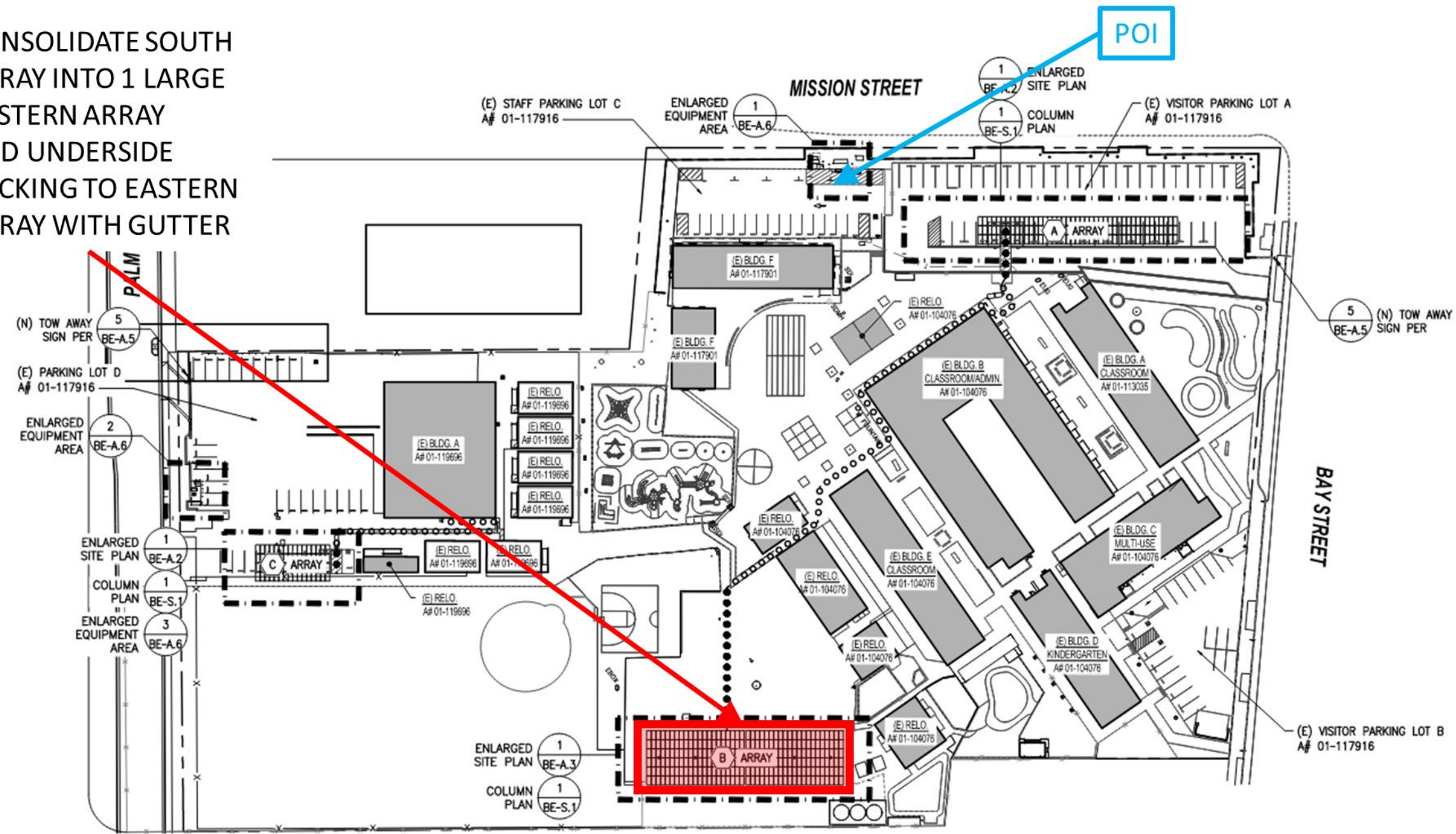
POI



1. RELOCATE AND SHORTEN ARRAY "A"
2. ADD ADDITIONAL SOLAR CAPACITY TO ARRAY "B" TO COMPENSATE FOR SHORTER ARRAY "A"
3. ADD UNDERSIDE DECKING TO ARRAY "A" (NO GUTTERS)

BAYVIEW ELEMENTARY (REVISED)

1. CONSOLIDATE SOUTH ARRAY INTO 1 LARGE EASTERN ARRAY
2. ADD UNDERSIDE DECKING TO EASTERN ARRAY WITH GUTTER



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: 19Six Architects & Interiors Amendment Agreement for Egress Plans and Wayfinding Signage

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the 19Six Architects & Interiors Amendment Agreement for egress plans and wayfinding signage.

BACKGROUND:

The Board previously approved a master agreement with 19Six Architects & Interiors on 12/14/16. This agreement amendment is for architectural services to develop a campus-wide emergency egress plan for Bay View Elementary School, DeLaveaga Elementary School, Branciforte Small Schools, and Soquel High School. This proposal will also include design of wayfinding and identification signage at Soquel High School. With each new project, our master agreement with the architect must be updated with an amendment.

FISCAL IMPACT:

\$45,000.00 Total Estimate Redevelopment Agency Funds (Restricted)

Cost Breakdown by Site:

\$15,000.00 Soquel High School

\$10,000.00 Bay View Elementary School

\$10,000.00 Branciforte Small Schools

\$10,000.00 DeLaveaga Elementary School

\$25,700.00 Measure A Funds (Restricted), representing 0.06% of the overall site budget

\$34,830,967.00 is the total Bond Allocation to Soquel High School

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

AGENDA ITEM: 8.2.2.2.

Prepared by Trevor Miller, Director, Facility Services

October 11, 2022

Trevor Miller
Director of Facility Services
Santa Cruz City Schools
536 Palm Street
Santa Cruz, CA 95060

RE: Santa Cruz City Schools
Campus-Wide Emergency Egress Plans (four campuses)
19six #2233.01

Dear Mr. Miller:

Thank you for the opportunity to provide you with professional services. 19six Architects (19six) are pleased to submit this proposal to work with the schools, district, and stakeholders to develop a campus-wide emergency egress plan for each of four schools.

PROJECT DESCRIPTION

Campus-Wide Emergency Egress

Assembly Bill 1747 requires the school district to maintain Comprehensive School Safety Plans (CSSPs). Santa Cruz City Schools would like to develop a site safety plan for each of their schools that will specifically address site exiting, which is a part of the CSSP requirement. 19six will manage workshops with stakeholders to develop an exiting plan. These will include physical recommendation for improvements at the site, such as exiting path-of-travel, gates, signs, exiting devices and fences. 19six will focus on aspects related to exiting from campus. The plan will respond to CDE (California Department of Education) procedures for conducting tactical responses to criminal incidents, including individuals with guns on school campuses and at school-related functions, and procedures to prepare for active shooters or other armed assailants based on specific needs.

SCHEDULE

The following are preliminary timelines.

TIMELINE

Campus-Wide Emergency Egress Plan.....EIGHT - TWELVE WEEKS

SCOPE OF SERVICES AND FEES

The following identifies the process.

Campus-Wide Emergency Egress (Bay View ES, Branciforte Small Schools, DeLaveaga ES, Soquel HS)

Understanding of Assignment

- Procedures for safe ingress and egress of pupils, parents, and school employees to and from school site. Reference campus visitor policies. Other items may include but are not limited to

crossing guard program, safe routes to school, pedestrian, vehicle and bicycle policies, traffic safety

Research

- Secure and review as-built documentation.
- Site visit to review and document current site conditions.
- Attend Facilities coordination meetings for cross-campus coordination of exit gate design, four (4) meetings per site assumed.
- Prepare for and attend meetings with site administration to discuss needs, four (4) meetings per site assumed.
- Develop site plan depicting existing campus fencing, gates, ingress, and egress points.
- Develop multiple egress strategies and document graphically on-site plans with a focus on the provision of exit gates to public ways.
- Present to District and stakeholders for review and input.
- Make requested adjustments to strategies and narrow to one approach.
- Coordinate/confirm approach with California Building Code (CBC) and DSA-specific requirements.
- Generate report containing:
 - Site plan/graphic showing overall approach to egress
 - Narrative of approach
 - Code/DSA analysis of approach
 - Recommendations for implementation of approach.

Assumptions

- This proposal is for the research and generation of campus-wide emergency egress strategies based on District requirements. This agreement does not include the establishment of a District Standard for active shooter response strategies, as such services are outside of Architect’s area of expertise.
- This proposal is for research, documentation, and strategy only. Full design, engineering, DSA approval, bidding and construction support are not included, but can be provided via amendment to this agreement.

Process to develop a fully transparent and visual planning tool that will define the logic, design concepts, and establish a Design-Bid investment budget for the Campus Wayfinding and Identification signage Masterplan. Then complete a full Bid package and manage through Punch.

A breakdown of the services is as follows:

a. Bay View Elementary Campus-Wide Emergency Egress	\$ 10,000
b. Branciforte Small Schools Campus-Wide Emergency Egress	\$ 10,000
c. DeLaveaga Elementary Campus-Wide Emergency Egress	\$ 10,000
d. Soquel High Campus Emergency Egress	<u>\$ 15,000</u>
Time & Materials As-Needed Fee	\$ 45,000

REIMBURSABLE EXPENSES – The reimbursable expenses anticipated for this project is a \$900 allowance for qualified travel and printing. If any other reimbursable expenses do arise, 19six shall notify the Owner and get authorization prior to incurring said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

EXCLUSIONS - The following are not included in our services described above:

- All fees related to testing, surveys, and fees
- No Engineering services are required

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date. Services will be managed by 19six Principal Ralph le Roux. The project will be executed under the direction of Alan Kroeker, Architect - license number C-22474.

If this proposal meets with your approval, please either sign below, or have your legal counsel prepare a contract. If time is of the essence, we will start work upon your written authorization.

Thank you for this opportunity to be of service.

Sincerely,



Ralph le Roux
Principal
19six Architects



Alan Kroeker, Architect
President
19six Architects

Approved:

(Signature)

(Name, Title)

(Date)

October 11, 2022

Trevor Miller
Director of Facility Services
Santa Cruz City Schools
536 Palm Street
Santa Cruz, CA 95060

RE: Santa Cruz City Schools
Soquel High Campus-Wide Wayfinding & Identification Signage design
19six #22330.01

Dear Mr. Miller:

Thank you for the opportunity to provide you with professional services. We will provide wayfinding and identification signage design at Soquel High School to match a similar project recently completed at Harbor High School.

PROJECT DESCRIPTION

Wayfinding & Identification signage

19six Architects along with it's wayfinding consultant will develop a biddable wayfinding & Identification signage package. New signage and wayfinding will help site occupants and visitor find their way at such a large campus. With clear wayfinding circulation will be more efficient.

SCHEDULE

The following are preliminary timelines.

TIMELINE

Wayfinding & Identification signage.....TWELVE WEEKS

SCOPE OF SERVICES AND FEES

The following identifies the process.

Wayfinding & Identification signage Design (Soquel High)

Understanding of Assignment

- Soquel High School leadership would like to develop a Vehicular and Pedestrian oriented Wayfinding masterplan for the site and buildings.
- One primary entry road – O'Neil Lane
- One Student Parking area
- One primary loop road for parking and drop off
- One Main Administration Building
- Sixteen Classroom Buildings

- One Pool area
- Five Fields

1. Step 1 -Site Visit, Photos, circulation, Location and Schematic Design, Budgets

- To make well-informed decisions, we will develop a "Wayfinding Master Plan" that will allow SHS Leadership and Consultants to interact, culminating in a highly visual planning/design and budgeting matrix. This will enable SHS Leadership to target the appropriate investment for one-time or phased implementation.
- We will provide Exterior Site and Buildings:
 - o Circulation Study
 - o Use/Destination Study
 - o Sign Type Hierarchy/Purpose
 - o Schematic Design Options – we will utilize post and panel signage concept displayed at Harbor HS
 - o Developed Low-High Budgets with quantities for fabrication, installation, Agency approvals, taxes, and project management
 - o Photographic and sketch examples to portray design direction and concepts
 - o 3-4 week duration to complete Scope.

2. Design Development, Construction Documents, Location Plan, Copy Schedule, bid Form, Bidding, and Full Project Management through Punch

- We will take decisions from Step 1 and develop a full set of Drawings and provide Project management through Punch as listed above.
- We anticipate a 8 week duration to complete scope through punch.

A breakdown of the services is as follows:

19six Project #22330.01

a. Soquel High Campus Wayfinding & Identification Sign design	\$ 24,800
Total Fixed Fee	\$ 24,800

REIMBURSABLE EXPENSES – The reimbursable expenses anticipated for this project is a \$900 allowance for qualified travel and printing. If any other reimbursable expenses do arise, 19six shall notify the Owner and get authorization prior to incurring said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

EXCLUSIONS - The following are not included in our services described above:

- All fees related to testing, surveys, and fees
- No Engineering services are required

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date.

Services will be managed by 19six Principal Ralph le Roux. The project will be executed under the direction of Alan Kroeker, Architect - license number C-22474.

If this proposal meets with your approval, please either sign below, or have your legal counsel prepare a contract. If time is of the essence, we will start work upon your written authorization.

Thank you for this opportunity to be of service.

Sincerely,

Ralph le Roux
Principal
19six Architects

Alan Kroeker, Architect
President
19six Architects

Approved:

(Signature)

(Name, Title)

(Date)

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Belli Architectural Group, Inc. Amendment Agreement Revised Funding Source for Harbor High School and Branciforte Middle School Emergency Gate Planning

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Belli Architectural Group, Inc. amendment agreement revised funding source for Harbor High School and Branciforte Middle School emergency gate planning.

BACKGROUND:

The Board previously approved a master agreement with Belli Architectural Group, Inc. on 12/14/16. This agreement amendment is for architectural services for the planning, design, and construction administration for fence and gate modifications to allow for emergency egress at Harbor High School and Branciforte Middle School. With each new project, our master agreement with the architect must be updated with an amendment. The board approved this item in September using site bond funds. Staff now recommends that all emergency gate modifications be funded through Redevelopment Agency funds for every school.

FISCAL IMPACT:

\$29,000.00 Total Estimate Secondary Redevelopment Agency Funds (Restricted)
Cost Breakdown by Site:
\$14,500.00 Harbor High School
\$14,500.00 Branciforte Middle School

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

Prepared by Trevor Miller, Director, Facility Services

AGENDA ITEM: 8.2.2.3.

Belli Project #22033

**FORM OF AMENDMENT TO ADD PROJECT TO AGREEMENT
(Hourly Fee, with Not-to-Exceed Limit)**

Pursuant to the agreement between the Santa Cruz City Schools (“District”) and Belli Architectural Group, Inc.(“Architect”) effective January 17, 2017 (“Agreement”) for the Measure A construction program, the District and Architect agree to amend the Agreement to add architectural services for design and construction administration of the following Harbor High School project (“Project”):

Campus-Wide Emergency Egress Gate Planning

Research

- Secure and review as-built documentation.
- Site visit to review and document current site conditions.
- Attend Facilities coordination meetings for cross-campus coordinial of exit gate design. 4 meetings assumed.
- Prepare for and attend meetings with site administration to discuss needs. 4 meetings assumed.
- Develop site plan depicting existing campus fencing, gates, ingress and egress points.
- Develop multiple egress strategies and document graphically on site plans with a focus on the provision of exit gates to public ways.
- Present to District and stakeholders for review and input.
- Make requested adjustments to strategies and narrow to one approach.
- Coordinate/confirm approach with California Building Code (CBC) and DSA-specific requirements.
- Generate report containing
 - Site plan/graphic showing overall approach to egress
 - Narrative of approach
 - Code/DSA analysis of approach
 - Recommendations for implementation of approach.

Assumptions

- This proposal is for the research and generation of campus-wide emergency egress strategies based on District requirements. This agreement does not include the establishment of a District Standard for active shooter response strategies, as such services are outside of Architect’s area of expertise.
- This proposal is for research, documentation and strategy only. Full design, engineering, DSA approval, bidding and construction support are not included, but can be provided via amendment to this agreement.

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

{SR208531}

For the Project, Architect shall perform the Basic and Additional Services specified in the Agreement and this amendment. Design-Bid-Build method is being used as the delivery method for the Project.

For the Basic Services satisfactorily performed under this amendment to the Agreement, Architect shall be compensated according to its hourly rate schedule (*Exhibit C* to the Agreement). Architect's total compensation for its Basic Services shall not exceed \$14,250, which is Architect's estimate of the maximum total cost of its Basic Services on the Project.

If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

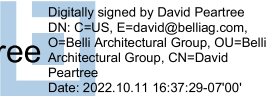
Architect's total reimbursement for Reimbursable Expenses shall not exceed \$250, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

Architect shall provide a minimum of two (2) full-time employees for the Project before construction commences, and one (1) full-time employee after construction commences, to perform its duties and responsibilities under this Agreement.

For the period of this Project, the Architect shall have errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars (\$1,000,000) and with a deductible in an amount not to exceed the sum of Thirty Thousand Dollars (\$30,000).

ARCHITECT:
Belli Architectural Group, Inc.

By: David Peartree
David N. Peartree, Vice President



Digitally signed by David Peartree
DN: C=US, E=david@belliag.com,
O=Belli Architectural Group, OU=Belli
Architectural Group, CN=David
Peartree
Date: 2022.10.11 16:37:29-0700'

DISTRICT:
SANTA CRUZ CITY SCHOOLS

By: _____
Assistant Superintendent, Business
Services

Belli Project #22034

**FORM OF AMENDMENT TO ADD PROJECT TO AGREEMENT
(Hourly Fee, with Not-to-Exceed Limit)**

Pursuant to the agreement between the Santa Cruz City Schools (“District”) and Belli Architectural Group, Inc.(“Architect”) effective January 17, 2017 (“Agreement”) for the Measure A construction program, the District and Architect agree to amend the Agreement to add architectural services for design and construction administration of the following Branciforte Middle School project (“Project”):

Campus-Wide Emergency Egress Gate Planning

Research

- Secure and review as-built documentation.
- Site visit to review and document current site conditions.
- Attend Facilities coordination meetings for cross-campus coordinial of exit gate design. 4 meetings assumed.
- Prepare for and attend meetings with site administration to discuss needs. 4 meetings assumed.
- Develop site plan depicting existing campus fencing, gates, ingress and egress points.
- Develop multiple egress strategies and document graphically on site plans with a focus on the provision of exit gates to public ways.
- Present to District and stakeholders for review and input.
- Make requested adjustments to strategies and narrow to one approach.
- Coordinate/confirm approach with California Building Code (CBC) and DSA-specific requirements.
- Generate report containing
 - Site plan/graphic showing overall approach to egress
 - Narrative of approach
 - Code/DSA analysis of approach
 - Recommendations for implementation of approach.

Assumptions

- This proposal is for the research and generation of campus-wide emergency egress strategies based on District requirements. This agreement does not include the establishment of a District Standard for active shooter response strategies, as such services are outside of Architect’s area of expertise.
- This proposal is for research, documentation and strategy only. Full design, engineering, DSA approval, bidding and construction support are not included, but can be provided via amendment to this agreement.

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this {SR208531}

amendment, the terms of this amendment shall control.

For the Project, Architect shall perform the Basic and Additional Services specified in the Agreement and this amendment. Design-Bid-Build method is being used as the delivery method for the Project.

For the Basic Services satisfactorily performed under this amendment to the Agreement, Architect shall be compensated according to its hourly rate schedule (*Exhibit C* to the Agreement). Architect's total compensation for its Basic Services shall not exceed \$14,250, which is Architect's estimate of the maximum total cost of its Basic Services on the Project.

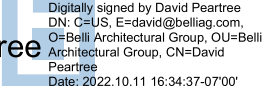
If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

Architect's total reimbursement for Reimbursable Expenses shall not exceed \$250, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

Architect shall provide a minimum of two (2) full-time employees for the Project before construction commences, and one (1) full-time employee after construction commences, to perform its duties and responsibilities under this Agreement.

For the period of this Project, the Architect shall have errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars (\$1,000,000) and with a deductible in an amount not to exceed the sum of Thirty Thousand Dollars (\$30,000).

ARCHITECT:
Belli Architectural Group, Inc.

By:  David Peartree
David N. Peartree, Vice President

DISTRICT:
SANTA CRUZ CITY SCHOOLS

By: _____
Assistant Superintendent, Business Services

SANTA CRUZ CITY SCHOOLS DISTRICT

AGENDA ITEM: Memorandum of Understanding: Interagency Information Sharing Between SCCS and Santa Cruz County Office of Education

DATE: October 19, 2022

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Memorandum of Understanding for Interagency Information Sharing Between Santa Cruz City Schools (SCCS) and Santa Cruz County Office of Education (COE) for the 2022-23 school year.

BACKGROUND:

The Memorandums of Understanding between SCCS and the Santa Cruz COE allows the district to participate in an interagency data information system. The COE is working to support districts with preparing data to inform instruction, identify needed interventions and monitor program efficacy. Their team will support our Educational Services department with data preparation and allow for analysis of countywide trends and comparisons.

FISCAL IMPACT:

None

This work is in support of the following District Goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

**MEMORANDUM OF UNDERSTANDING
for
INTERAGENCY INFORMATION SHARING
BETWEEN DISTRICT AND SANTA CRUZ COE**

This **Memorandum of Understanding (MOU)** is entered into this 19th day of October, 2022 by and between the *School District*, hereinafter referred to as “District,” and the Santa Cruz County Office of Education, hereinafter referred to as “Santa Cruz COE,” collectively referred to in this Agreement as “the Parties.”

WHEREAS, the Parties support the goal to develop safe and secure data sharing between public education, social service, and research entities from a student’ birth to career;

WHEREAS, California Education Code section 49076(a)(4) authorizes a school district to participate in an interagency data information system that permits access to a computerized database system within and between governmental agencies or school districts as to information or records that are nonprivileged and where release is authorized as to the requesting agency under state or federal law or regulation, if certain requirements are met;

WHEREAS, the Parties utilize a centralized data warehouse environment to connect, integrate, and analyze data from a variety of source systems including student information systems, state testing files, and intervention programs;

WHEREAS, the Parties enter into this Agreement to facilitate mutual and lawful sharing of data and integration between data management systems, as appropriate to improve efficiencies, improve instruction and reduce costs for both agencies; and

WHEREAS, the purpose of this Agreement is to set forth the rights and responsibilities of Santa Cruz COE and District with respect to the sharing of data collected or retained by the District and/or by Santa Cruz COE;

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the parties agree as follows:

1. Data sharing for outsourced institutional services. Pursuant to Education Code section 49076(a)(2)(G) and 34 CFR sections 99.31(a)(1) and 99.7(a)(3)(iii), a local educational agency may share information from student records with a contractor or consultant with a legitimate educational interest who has a formal written agreement regarding the provision of outsourced institutional services or functions by the contractor or consultant. Santa Cruz COE periodically provides no-fee and/or fee-based services designed to assist the District with certain requirements and mandates for managing or reporting on data collected by the District, potentially including the integration of data between disparate systems. The District may periodically require assistance with analyzing, reporting on or comparing its data to other Districts in the county or state. District additionally may periodically wish to obtain services from Santa Cruz COE for other uses or analysis of its own data.

Unless expressly agreed in writing between the Parties with respect to any class or classes of data, the terms and conditions of this MOU govern all occasions in which data sharing occurs between the Santa Cruz COE and the District during the term of this Agreement. If District requests any specific fee-based services from Santa Cruz COE, such services will be defined in a schedule to be incorporated herein as additional Exhibits to this Agreement, which will govern the terms of any specific services provided.

Santa Cruz COE will provide any services it delivers in a timely and professional manner. Santa Cruz COE will

assist with automation of any processes required for the exchange of data between the agencies to the extent possible. Further, Santa Cruz COE will ensure any systems it develops with such data to serve the needs of District or other public agencies will have appropriate levels of security to ensure data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by District.

2. Data sharing to conduct studies to improve instruction. Pursuant to Education Code section 49076(a)(2)(E) and 34 CFR section 99.31(a)(6), the Parties may share information from student education records with an organization conducting studies for, or on behalf of, educational agencies to improve instruction. Any such studies conducted pursuant to this Agreement shall not permit identification of individual parents and students by anyone other than representatives of the organization with legitimate interests in the information. Further, all student information shared for this purpose will be destroyed when no longer needed for the study.

3. Sharing deidentified data. Pursuant to Education Code § 49076(c) and 34 CFR § 99.31(b), the Parties may share student records or information without the consent of the student’s parent or guardian if the records or information are deidentified, which requires the removal of all personally identifiable information. Prior to sharing deidentified student information, the disclosing party will make a reasonable determination that a pupil’s identity is not personally identifiable, whether through single or multiple releases, and take into account other pertinent reasonably available information. Santa Cruz COE seeks access to de-identified countywide data for the educational purpose of identifying trends that impact educational attainment amongst our youth. Districts and schools will not be identified in published materials without consent. The deidentified data set will be leveraged to identify educational challenges and opportunities that become evident at scale.

4. Applicable Law. As set forth in sections 1 and 2 above, the sharing of data under this MOU will from time to time include the collection and maintenance by the Santa Cruz COE of educational records that contain personally identifiable information on students of the District. The Santa Cruz COE is bound by the same regulations and laws for access and management of this data as the District, and will conform to all legal requirements. Santa Cruz COE and the District agree that the disclosure of information under this MOU must comply with the requirements of Education Code sections 49073 et seq., the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), and any other applicable state and federal laws and regulations regarding educational records, data privacy and confidentiality, and further agree to adhere to the requirements of such laws and regulations in carrying out their responsibilities under this MOU, as detailed in the Data Privacy Provisions Addendum, attached below.

Both parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both parties agree to maintain full compliance with such requirements, as detailed in the Data Privacy Provisions Addendum, attached below.

5. Ownership of Data. The Santa Cruz COE and the District agree that each Party will continue to maintain ownership of its source data. Each Party agrees that it will not alter the other Party’s source data, and is not responsible for any errors therein. The District understands that though Santa Cruz COE may notify it of issues it discovers with the source data, the District is responsible for any corrections required to its own data. District acknowledges that accurate reports rely upon accurate source data being maintained by District. Each party owns or controls its data systems and the work product generated by such systems.

Santa Cruz COE agrees to notify District and obtain explicit permission for sharing of any data requested which falls outside the legal terms of this Agreement, unless such data is otherwise regularly publicly shared and available.

6. Administration of Data Systems. If the District desires to contract with Santa Cruz COE for certain administrative services with respect to the District's data systems, which may include collection, extraction or backup of data on behalf of the District, a list of agreed upon administrative services will be defined in a schedule to be incorporated herein as additional Exhibits to this Agreement, which will govern the terms of any specific services provided.

7. Data Security. Both parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Both parties agree to maintain appropriate network and other data security to protect any data in its possession. Each party agrees to notify the other if it has any reason to believe there has been a breach of data security relevant to the data subject to this agreement, and any data has been lost, tampered with, or otherwise illegally accessed. Any notifications required by law in the event of a breach in data security will be the responsibility of the agency defined as responsible for such reporting.

8. Outside Agencies. Both District and Santa Cruz COE have periodic need to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. Santa Cruz COE and the District understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students. Foster Youth data is an example requiring production of, access to, and sharing of data on behalf of the San Cruz County courts and other public agencies to provide intervention services. Education Code sections 49076 and 49076.5, as amended, provide specific legal conditions under which data may be accessed by or shared with public agencies.

Additionally, District and Santa Cruz COE may have the periodic need to share data, as legally allowed, with University researchers for academic purposes to allow University researchers to collaborate with District and Santa Cruz COE or to perform relevant research studies.

Santa Cruz COE agrees that no data will be made accessible to any such agency or University for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law, and only with specific prior written approval of District.

9. Independent Contractors: Both parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the parties' systems, and by state and federal law governing such access.

10. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the parties. District understands that this Agreement is part of an effort to standardize data sharing and management between Santa Cruz COE and all districts it serves, and as such, every effort will be made to maintain a common agreement across all agencies.

11. Indemnification/Liability: The Santa Cruz COE and District agree to mutually indemnify and hold harmless each other against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this Agreement. In the event of concurrent negligence, then the liability for any and all claims, suits or actions arising out of this Agreement shall be apportioned between the parties under the established California rules of comparative negligence with each party bearing its own attorney's fees and costs.

If not updated by July 1 of each year, this Memorandum of Understanding will continue to remain in force and

govern all services for that fiscal year until and unless terminated per Paragraph 12 of this Agreement.

12. Termination. Either party may terminate this MOU upon ninety (90) days' written notice.

IN WITNESS WHEREOF, the parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Cruz, State of California.

Santa Cruz County Office of Education

Santa Cruz City Schools

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**ADDENDUM NO. 1
DATA PRIVACY PROVISIONS**

This addendum ("Addendum No. 1") serves to outline additional agreements between the parties to the above Memorandum of Understanding specifically relating to the use and handling of the data shared by and between the District and Santa Cruz COE.

1. Santa Cruz COE shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the MOU. For the purposes of this Addendum No. 1, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. A "Pupil Record" or "Pupil Records" does not include de-identified information that, on its own or in aggregate, cannot be used to identify an individual pupil.
2. All Pupil Records obtained by Santa Cruz COE from District continue to be the property of and under the control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Santa Cruz COE shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures to the District such that the District can respond to a parent, legal guardian or eligible student who seeks review personally identifiable information on the pupil's records or correct erroneous information.
4. Santa Cruz COE may not distribute Pupil Records to any third party without District's express written consent or as permitted by the MOU, unless required by law. Unless permitted by the MOU, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the District. Santa Cruz COE will ensure that approved subcontractors adhere to all provisions of the MOU and this Addendum No. 1.
5. Santa Cruz COE shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
 - 5.1 Santa Cruz COE shall maintain all data obtained or generated pursuant to the MOU in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the MOU except as necessary to fulfill the purpose of the original request. Santa Cruz COE shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Santa Cruz COE's control. When the service is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Santa Cruz COE shall host content pursuant to the service in a secure server environment that uses a firewall and other advanced technology in an effort to prevent interference or access from outside intruders. Where applicable, the service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. Notwithstanding section 6.1 below, Santa Cruz COE certifies that Pupil Records shall not be retained or available to the Santa Cruz COE or any such third party that the Santa Cruz COE has contracted with for the purpose of providing the Service following the completion of the terms of the MOU.

Santa Cruz COE shall destroy or return to the District all Pupil Records obtained pursuant to the MOU when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Addendum No. 1 authorizes the Santa Cruz COE to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.

- 6.1 Santa Cruz COE may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Santa Cruz COE for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.
7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Santa Cruz COE or in facilities used by Santa Cruz COE, Santa Cruz COE will take the following measures:
 - 7.1 promptly notify the District of the suspected or actual incident;
 - 7.2 promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; and
 - 7.3 assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident.
8. The terms and conditions of the MOU and any addenda are incorporated herein by reference. This Addendum No. 1 shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA, Section 49073.1 of the Education Code, and Chapter 22.2 of Division 8 of the Business and Professions Code. In the event there is a conflict between the terms of this Addendum and the MOU or any other agreement or contract document(s) pertaining to the MOU, the terms of this Addendum No. 1 shall apply. Notwithstanding the above statement, all other provisions of the MOU shall remain unaffected.
9. The term of this Addendum No. 1 shall expire on the termination date stated in the MOU or in any addenda to such MOU, whichever controls.
10. Neither District nor Santa Cruz COE may modify or amend the terms of this Addendum without mutual written consent.

[Signature Page to Follow]

IN WITNESS WHEREOF, parties execute this Addendum No. 1 on the dates set forth below.

Santa Cruz County Office of Education

Santa Cruz City Schools

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: California Custom Sheds Quote for Transportation Storage Building

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve California Custom Sheds quote for a transportation storage building.

BACKGROUND:

This proposal consists of the purchase and installation of an 8’ by 24’ wood storage building to house tools, equipment, and cleaning kits for the buses.

Porta-Potty Rental	\$22,985.00 (estimated)
Modular Building	\$541,394.00 (approved & budgeted)
Building Site Work	\$413,333.00 (approved & budgeted)
Door Hardware	\$11,657.00 (approved & budgeted)
Hardware Install	\$5,000.00 (estimated)
DSA In-Plant Inspection	\$3,950.00 (approved & budgeted)
Temporary Housing	\$13,284.42 (approved and budgeted)
Temporary Housing Power	\$24,518.00 (approved and budgeted)
Electrical Charging Infrastructure	\$50,000.00 (approved and budgeted)
Materials Testing	\$44,550.00 (approved and budgeted)
DSA Inspection	\$23,920.00 (approved and budgeted)
Storage Shed	\$7,712.00 (this agenda item)
Estimated Total	\$1,162,303.42

FISCAL IMPACT:

\$7,712.00 Total

Cost Breakdown by fund:

\$5,012.80 Measure A District Set-Aside (Restricted)

\$2,699.20 Elementary Redevelopment Agency Fund (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

AGENDA ITEM: 8.3.1.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.
Goal #5: SCCS will maintain a balanced budget and efficient and effective management.
Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

Prepared by Trevor Miller, Director, Facility Services



We Pride Ourselves on Quality & Service

ESTIMATE

728 Ste. I El Camino Real North Salinas, CA 93907
 Phone (831) 443-6163 Fax (831) 443-5822
 www.CaliforniaCustomSheds.com Gen Cont Lic# 826018

NAME of OWNER/BUILDER Santa Cruz City Schools Harbor High School		PHONE 831-239-2586	DATE 9/26/2022
ADDRESS 300 La Fonda		CONTACT Chris Garcia	
CITY, STATE AND ZIP CODE Santa Cruz 95062		MAILING ADDRESS 536 Palm Street Santa Cruz 95060	
INSTALLERS	FAX #	E-MAIL ADDRESS CGarcia@sccs.net	JOB/CELL PHONE

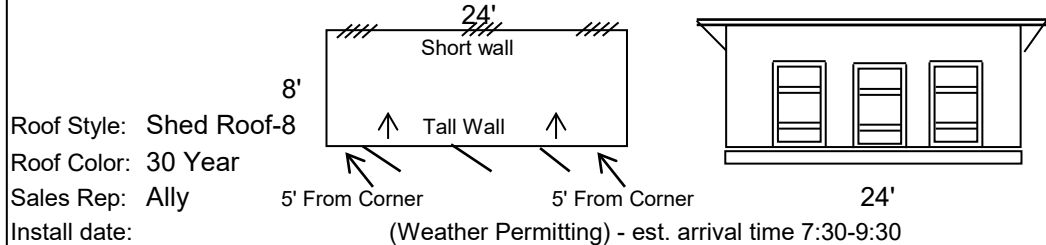
QUANTITY	DESCRIPTION	AMOUNT
1	8' x 24' Wood Storage Shed Shed Roof-8 Roof Pitch is 2:12 43" Wide Shed Doors to be placed on the 24' Wide Tall Wall Approximate Interior Heights: 7' 3" Short Wall 8' 7" @ Tall Wall Approximate Exterior Heights: 8' 5" @ Low Point 10' 2" @ Tall Point Built w/Wood Floor & Pavers Under Skids 4-5' Apart	\$ 7,712.00
1	Upgrade to a 30 Year Shingle Color: (Discounted for your Repeat Business)	Included
2	Extra Shed Doors with a 43" Wide Opening (Discounted for your Repeat Business)	Included
1.5	Pair of Wall Vents /// (Discounted for your Repeat Business)	Included

Base Price of Shed Discounted for Repeat Business

50-Year Siding and 1x4 Trim are Pre Primed and Ready for you to Paint
 Siding used is 1/2" Dura Temp or 1/2" Smart Side

BUILDING SITE MUST BE FLAT & LEVEL

24" OF CLEARANCE ON 3 SIDES OF SHED IS NEEDED FOR CONSTRUCTION



SUBTOTAL	\$	7,712.00
TAX		
TOTAL	\$	7,712.00
DEPOSIT		
BALANCE DUE	\$	7,712.00

We hereby Propose to furnish material and labor- complete in accordance with above specifications, for the sum of:
 SEVENTY SEVEN HUNDRED TWELVE & 00/100----- DOLLARS \$ 7,712.00

Payment to be made as follows:
 Net 30 Days

Notice: The property owner and/or customer, is acting as the Owner/Builder of this project.
 It is my understanding that I, as the consumer and/or property owner, am responsible for all the following, regardless of the size of shed purchased: Building permits, CC&R's, proper setback requirements from property lines, house, existing structures, streets & height limits. I will obtain all information from the building & planning dept and inform CCS where to place the shed on my property. I will hold-harmless California Custom Sheds Inc, it's officers, and all employees against any and all claims, actions, and problems that may arise from the purchase & placement of this building. It is understood that by not getting the proper permits & information prior to building the shed, the construction techniques & materials used may not pass the building, zoning, & fire codes, or abide by the correct setback/placement guidelines. The property owner and/or customer, assumes all responsibilities.

Please contact your local building department for all the proper information prior to delivery of your shed
The building site/pad MUST BE LEVEL. A \$500.00 minimum fee will be charged if we cannot build your shed due to;
1) A site that has not been prepared properly or 2) Inadequate space around the shed for our installers to work.

Acceptance of proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All unpaid invoices shall be subject to interest rate of 1.5% per month (18% annually).
Note: This proposal may be withdrawn by us if not accepted within 7 days. All sales are final. No returns or exchanges on all merchandise.

Signature: _____ Date of Acceptance: _____

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Moore Twining Proposal Branciforte Small Schools Elevator Modernization Geotechnical Engineering Investigation

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Moore Twining proposal for Branciforte Small Schools elevator modernization geotechnical engineering investigation.

BACKGROUND:

This proposal consists of an estimate for a geotechnical engineering investigation for the elevator project at Branciforte Small Schools as part of the modernization phase 1. This service is required by the Division of State Architect.

FISCAL IMPACT:

\$10,600.00 Measure B Funds (Restricted), representing 0.12% of the overall site budget \$8,759,099.00 is the total Bond Allocation to Branciforte Small Schools

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

Prepared by Trevor Miller, Director, Facility Services



October 3, 2022

MTP 22-0737

Mr. Trevor Miller
Director of Facilities
Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, CA 94518

Subject: Proposal for Limited Geotechnical Engineering Investigation
Proposed Elevator Modernization
Branciforte Small Schools
840 N. Branciforte Avenue
Santa Cruz, California

Dear Mr. Miller:

We appreciate the opportunity to submit this proposal to conduct a limited geotechnical engineering investigation for the above referenced project. This proposal outlines our understanding of the proposed project, describes our scope of services, provides our estimate of fees for our services, and details the terms and limitations of our work. Our fee estimate assumes that this work will be subject to California Prevailing Wage Laws.

PROJECT DESCRIPTION

The following project description is based on Site Plan Schematics developed by 196 Architects, dated June 27, 2022, illustrating the details of the modernization of the existing three (3) story school building located at 840 N. Braniforte Avenue, in Santa Cruz, California. The Branciforte Small Schools Campus subject building is reported to have been constructed circa 1914 and contains a partial basement / first floor elevation that extends below the surrounding grade. It is our understanding that the proposed project includes the construction of a new modular elevator and mechanical room addition to the eastern exterior wall of the existing building. The plan also depicts a canopy which appears to be proposed adjacent to the building. The "project" discussed in this proposal is that portion of the work related to Moore Twining Associates, Inc. geotechnical engineering services. The new modular elevator area is located within a gated area that supports asphalt concrete pavement.

ANTICIPATED SOIL AND GROUNDWATER CONDITIONS

Based on our review of the soil survey maps, prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, the site is mapped as being underlain by Elder sandy loam. The upper 5 feet of soil is described as coarse grained sand with varying amounts of clay. However, fill soils are anticipated to be present adjacent to the partial basement first floor.

The Geologic Map of Santa Cruz County, California, compiled by Earl E. Brabb, dated 1997 indicates the site is underlain by Pleistocene coastal terrace deposits (Qc1).

Based on our review of groundwater data from the State of California Water Resources Control Board (Geotracker) website, groundwater monitoring wells located within 500 feet south of the project site indicate a shallow groundwater depth of about 1-foot below site grade (BSG). The latest readings taken in February 2017, the latest date readings were taken, observed a groundwater depth of 4½ feet below site grade.

PURPOSE OF INVESTIGATION

The purpose of the investigation will be to conduct a general exploration program for the proposed project, evaluate the data collected during the field sampling and laboratory testing, and provide geotechnical engineering design parameters and recommendations for use in design of the new ramps.

This proposal does not include analysis of the existing retaining structures. The new improvements will surcharge the existing basement retaining structures. Thus, the existing structural systems will need to be evaluated by the project structural engineer.

SCOPE OF SERVICES

Moore Twining Associates, Inc. (Moore Twining) will provide the following services in connection with this project.

A. Research

Our firm will research readily available existing published geotechnical engineering reports, USDA soil surveys, and previous geotechnical reports prepared for the site provided by the client.

B. Field Exploration

Initially, Moore Twining will mark the boring locations for Underground Service Alert (USA) for public utility clearance. Moore Twining will meet with facility maintenance personnel at the time of USA site marking. This proposal includes an optional service for a private utility locator to scan the boring locations for private underground utilities, if desired by the District to reduce impacts to private utilities. The private utility locator will reduce the potential for damage to unmarked utilities; however, the locator will not be able to identify all utility locations as there are some limitations to all utility locating equipment.

Based on our review of the plans provided regarding the proposed elevator improvements, the field exploration will include two (2) borings in the proposed improvement area to depths of about 20 to 30 feet below site grade (BSG). The borings will be drilled to the target depths or drilling refusal, whichever occurs first. The borings will be drilled with a truck-mounted drill rig equipped with hollow-stem augers.

During drilling, bulk and relatively undisturbed samples will be obtained. The locations, number, and depth of borings may be revised based on site constraints and the soil conditions encountered.

At the completion of the drilling and sampling operations, the borings encountering groundwater will be backfilled with neat cement grout. If groundwater is not encountered, soil cuttings will be used for backfill.

The field exploration will be conducted under the direction of a registered geotechnical engineer from our firm.

The proposed drilling sites will be cleared by Underground Service Alert (U.S.A.) for public utilities prior to the start of the field exploration. If available, plans should be provided identifying the locations of the existing private and public underground utilities on the site.

This proposal assumes the soil cuttings can be spread in landscape areas of the site. During our field exploration, standard penetration tests and both disturbed and undisturbed samples will be obtained for laboratory analysis. The field investigation will be conducted under the direction of a registered geotechnical engineer from our firm.

C. Laboratory Testing

Laboratory tests will be performed to determine pertinent engineering and index properties of the soils encountered at the site. These tests will include moisture and density, sieve analyses, Atterberg Limits, expansion index, consolidation, and direct shear. In addition, pH, resistivity, sulfate content, and chloride content tests will be conducted on a near-surface soil sample to evaluate soil corrosivity.

The type and frequency of the tests will be adjusted based on the subsurface soil conditions encountered.

D. Analysis and Recommendations

Your design professionals will be consulted concerning our findings and discuss recommendations and alternatives (if needed). A Geotechnical Engineering Investigation Report will be prepared for the proposed improvements to contain our findings, analysis, conclusions, and recommendations for project design.

The report will contain at least the following:

1. A description of general pavement thicknesses, subsurface soil and groundwater conditions encountered;
2. Recommendations for earthwork construction, including site preparation and engineered fill;
3. Recommendations for temporary excavations, trench excavation, trench backfill, and excavation stability;
4. Foundation design parameters including soil bearing capacity, foundation depth, estimated static and seismic settlement, and lateral resistance;
5. Recommendations for use in design of cast-in-drilled-hole pier foundations including allowable skin friction, estimated settlement, and lateral resistance;
6. Recommendations for use in design of mat or shallow spread foundations, as applicable;
7. Preliminary evaluation of soil corrosivity;
8. Final test borings, and laboratory test results; and
9. Seismic design coefficients based on the 2019 California Building Code (CBC). However, the scope of work included in this proposal does not include a ground motion hazard analysis or site response analysis.

Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally-accepted geotechnical engineering principles and practices at the time the work is performed.

DELIVERABLES

1. Upon project completion, an electronic copy of the report will be issued. If desired, up to four (4) copies of the final report will also be issued.

FEE ESTIMATE

Based on the information provided, the geotechnical engineering investigation, not including a private utility locator, will be provided for an estimated base fee of \$9,200. If the client desires to include the services of a private utility locator to reduce the potential for damage to private utilities, the geotechnical engineering investigation including the add/alternate for the private utility locator, will be provided for a total fee of \$10,600. Refer to Table No. 1 for a breakdown of the estimated fees.

**Table No. 1
FEE ESTIMATE FOR GEOTECHNICAL ENGINEERING INVESTIGATION**

Description of Service	Estimated Fee
Drilling Soil Borings and Backfill (Includes Drill Rig, Crew and Materials)	\$3,900
Field Engineer - Logging Soil Borings, Collecting Soil Samples	\$1,350
Laboratory Testing	\$1,300
Research, Engineering Analysis, Project Coordination and Report Preparation	\$2,650
Total Estimated Fee not Including Private Utility Locator	\$9,200*
Add/Alternate Fee for Private Utility Locator (if Desired)	
Private Utility Locator to Scan Boring Locations for Utilities Detectable with Traditional Locating Equipment	\$1,400
Total Estimated Fee Including Add/Alternate for Utility Locator	\$10,600*

* Does not include premium time to conduct the field investigation at times other than normal business hours (non holiday or weekend).

The cost in this proposal is valid for a period of 60 days from the date of this proposal. If site conditions differ significantly from those anticipated as stated in this proposal, additional studies may be necessary. All additional work will be done only after the situation has been discussed and client authorization had been obtained.

Soil samples collected during this investigation will be retained for thirty days from the date of the final report, at which time samples will be discarded unless a written request is received from the client to retain the samples longer. Moore Twining will retain the samples for a longer period of time, at the request of our client, at a nominal charge for storage.

The cost in this proposal includes transmitting the final copies of the report to the client via first class U.S. Mail. If it is desired, reports can be express mailed or transmitted via facsimile machine, the additional cost will be charged in addition to the above lump sum fee on the final invoice.

Payment is due upon receipt of invoice. A finance charge may be added to all balances over thirty days old. Finance charges will be computed at a rate of 1.5% per month, equaling an annual percentage rate of 18%. A monthly progress invoice will be issued for work completed during each month. A final invoice will be issued upon completion of the project.

SCHEDULE

It is anticipated that our field exploration will begin within about ten (10) working days from authorization to proceed. The report will be completed within about 4 to 5 weeks from completion of the field investigation. Preliminary information can be provided prior to completion of the geotechnical report, if desired.

TERMS

Receipt of a signed agreement with terms agreeable to both parties, or written notice to proceed will serve as our notice to proceed and constitute permission to enter the site. To enter a property not owned by our client, Moore Twining would require written permission from the property owner or his agent. Moore Twining will not begin the investigation discussed in this proposal unless written authorization with mutually agreed upon terms is received.

ADDITIONAL SERVICES

Moore Twining can provide additional services related to the project, if desired. Our firm can provide a review of those portions of the project plans and specifications that pertain to foundations and grading to verify that they are consistent with our recommendations. Additionally, our firm can provide construction inspection services in support of the project. However, these services are not included within the scope of the fee estimate provided. A fee proposal can be provided when the details of these additional services are known.

LIMITATION OF PROPOSAL

The client shall provide the right of entry to the project site. This proposal assumes reasonable site access for a two-wheel drive truck mounted drill rig. Items to be provided by the client, if available, include a site plan showing structure locations, property lines and adjacent roadways, public and private underground utilities, and any special design requirements.

**Proposed Elevator Modernization
840 N. Branciforte Avenue
Santa Cruz, California**

**MTP 22-0737
October 3, 2022
Page 7**

No liability is assumed for damage to underground facilities or other site features that are not accurately marked in the field or shown on available site plans.

Moore Twining is not responsible for damage to sensitive habitat such as wetlands or endangered species. This proposal does not include an assessment for these issues. The client is responsible to identify these issues and provide appropriate procedures to our firm to avoid damage to sensitive habitat and species.

This proposal specifically excludes environmental assessment. If this service is desirable, our firm would be pleased to prepare a separate proposal for such an assessment. Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Notification will be given as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials are encountered. Any and all measures will be taken, that in our professional opinion are justified to preserve and protect the health and safety of our personnel and the public, and/or the environment. The additional cost of such work would be charged on a time-and-expense basis over and above the lump sum fee for the geotechnical study.

CLOSING

Moore Twining appreciates being considered for this work. We are confident that you will be satisfied with the timely, cost efficient services we consistently deliver.

If you have any questions regarding this proposal or if you need additional information, please contact our corporate office at (800) 268-7021.

Sincerely,
MOORE TWINING ASSOCIATES, INC.



Read L. Andersen, RGE 2810
Manager
Geotechnical Engineering Division

PROFESSIONAL SERVICES AGREEMENT

Santa Cruz City Schools and Moore Twining Associates, Inc.

Agreement entered into at Fresno, California

made this _____ day of _____, 2022, by and between

Client:

Consultant:

Name Santa Cruz City Schools

Name Moore Twining Associates, Inc.

Address 133 Mission Street, Suite 300
Santa Cruz, California 95069

Address 2527 Fresno Street
Fresno, California 93721

Phone
FAX

Phone (559) 268-7021
FAX (559) 268-7126

Santa Cruz City Schools and Moore Twining Associates, Inc. agree as follows:

Santa Cruz City Schools (hereafter called Client) intends to:

Retain consultant to provide geotechnical engineering services, as detailed in the attached proposal, identified as MTP 22-0737 dated October 3, 2022, hereinafter called "project".

A. Moore Twining Associates, Inc. (hereafter called Moore Twining) agrees to perform the following scope of services:

Provide Geotechnical Engineering services for the project outlined in the attached proposal, identified as MTP 22-0737 dated October 3, 2022.

B. Client agrees to compensate Moore Twining for such services as follows:

Pursuant to the attached proposal, MTP 22-0737 dated October 3, 2022. Payment is due upon receipt of invoice. A finance charge may be added to all balances over 30 days old. This is computed at a rate of 1.5% per month which is an annual percentage rate of 18%.

C. This Agreement is subject to provisions 1 through 19 attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement on the dates and upon the provisions stated.

Client Santa Cruz City Schools

Consultant Moore Twining Associates, Inc.

By _____

By Read Andersen

Name/Title _____

Name/Title Read Andersen, Geotechnical Engineering Manager

Date Signed _____

Date Signed 

Client and Moore Twining agree that the following provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and Moore Twining. This agreement shall not be assigned by either client or Moore Twining without the prior written consent of the other.
2. All documents produced by Moore Twining under this agreement shall remain the property of Moore Twining and may not be used by client for any other endeavor without the written consent of Moore Twining.
3. Unless otherwise stated, Moore Twining will have access to the Site for activities necessary for the performance of their services. Moore Twining will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.
4. Unless otherwise specified, this agreement shall be governed by the laws of the State of California.
5. Client agrees not to permit any other person to use plans, drawings, or other work product prepared by Moore Twining, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by Moore Twining. If Moore Twining's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.
6. Client agrees that if client requests services not specified pursuant to the scope of services description within this agreement, client agrees to pay for all such additional services as extra work according to Moore Twining's current fee schedule.
7. This agreement may be terminated by the client or Moore Twining should the other fail to perform its obligations hereunder. In the event of termination, client shall pay Moore Twining for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
8. Client acknowledges that Moore Twining is not responsible for the performance of work or Site safety by third parties including, but not limited to, the construction contractor and its subcontractors.
9. Client shall pay the costs of checking and inspections fees, zoning and annexations applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
10. Moore Twining is not responsible for delay caused by activities or factors beyond Moore Twining's reasonable control, including but not limited to, delays by governmental agencies, acts of God, failure of client to furnish timely information or approve or disapprove of Moore Twining's services or work product promptly, faulty performance by client or other contractors or governmental agencies. When such delays beyond Moore Twining's reasonable control occur, client agrees Moore Twining is not responsible for damages nor shall Moore Twining be deemed to be in default of this agreement.
11. Moore Twining shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.
12. Moore Twining makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of client to verify costs. In addition, estimates of land areas provided under this agreement are not to be considered precise unless consultant specifically agrees to provide the precise determination of such areas.
13. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including all safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold Moore Twining harmless from any and all liability, real or alleged, in connection with the performance of service on this project, excepting liability arising from the sole negligence of Moore Twining.
14. Moore Twining makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the service or work product were performed pursuant to generally accepted standards of practice in California in effect at the time of performance.
15. In the event the client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications, and documents or does not follow recommendations or reports prepared by Moore Twining pursuant to this agreement, which changes are not consented to in writing by Moore Twining, client acknowledges that the changes and their effects are not the responsibility of Moore Twining and client agrees to release Moore Twining from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless Moore Twining, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.
16. In the event client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during any phase of the project, client agrees to notify Moore Twining and engage Moore Twining to prepare the necessary clarifications, adjustments, modifications or other changes to Moore Twining's services or work product before activities commence or further activity proceeds. Further, client agrees to have a provision in its construction contracts for the project which requires the contractor to notify client of any changes in field or other conditions so that client may in turn notify Moore Twining pursuant to this paragraph.
17. Client shall indemnify and hold harmless Moore Twining and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of client, anyone directly or indirectly employed by the client (except Moore Twining), or anyone for whose acts any of them may be liable.
18. In recognition of the relative risks, rewards, and benefits of the project to both client and Moore Twining, the risks have been allocated such that client agrees that, to the fullest extent permitted by law, Moore Twining's total liability to client and to all contractors and subcontractors for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten (10) times Moore Twining's fee or \$50,000.00, whichever is less. Such causes include, but are not limited to, Moore Twining's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
19. (a) Notwithstanding any other provision of the Agreement and except for the provisions of (b) and ©, if a dispute arises regarding Moore Twining's fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between client and Moore Twining, both client and Moore Twining agree to attempt to settle the fee dispute by mediation through the American Arbitration Association [or other mediation service] before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. (b) does not preclude or limit Moore Twining's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court. ©) does not preclude or limit Moore Twining's right to elect to perfect or enforce applicable mechanics lien remedies.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Ross Recreation Change Order #1 for DeLaveaga Elementary School Kinder Play Equipment Site Work

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Ross Recreation change order #1 for DeLaveaga Elementary School kinder play equipment site work.

BACKGROUND:

This change order consists of the installation of 20 linear feet of 18" wide seat wall around an existing tree, with chamfered edges to match the existing seat wall. This wall will provide a protective barrier for exposed tree roots as well as seating. The previously approved contract amount was \$190,153.45 and the new total contract, including this change order, will be \$194,088.45.

FISCAL IMPACT:

Change Order #1 \$3,935.00 (2.06% increase to the contract), Measure B Funds (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

Prepared by Trevor Miller, Director, Facility Services

Opportunity Name De Laveaga Seat Wall
 Quote Name De Laveaga Seat Wall
 Quote Number 00039244
 Quote Date 8/23/2022
 Quote Exp Date 9/23/2022

Bill To Name Santa Cruz City Schools
 Bill To 133 Mission Street, Suite 100
 Santa Cruz, California 95060
 United States

Ship To Name De Laveaga Elementary
 Ship To 1145 Morrissey Boulevard
 Santa Cruz, California 95065-1498
 United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Site Work	Installation of 20 linear feet of 18" wide seat wall around existing tree, with chamfered edges to match existing seat wall	\$3,935.00	\$3,935.00

Total Quote Amounts				
County/ City Tax	Santa Cruz County/ Santa Cruz	Materials Amount		\$0.00
Tax Rate	9.2500%	Tax Amount		\$0.00
Credit Terms	Net 30 On Materials Shipment	Labor Amount		\$3,935.00
		Freight Amount		\$0.00
		Total		\$3,935.00

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted.

Signature _____
 Name _____
 Title _____
 Date _____

Prepared By Casey Hilbert
 Email caseyh@rossrec.com

362/405

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Nursing Services Update

MEETING DATE: October 19, 2022

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

BACKGROUND:

Santa Cruz City Schools has three full time registered nurses who support our ten school campuses. School assignments for our nursing team are based on total student enrollment per site, the number of students in special education (due to additional health reporting and screening), and the equal division of students of all ages.

Registered nurses are important and invaluable staff members due to their extensive training and knowledge. Most of their time is spent:

- Training and certifying health clerks and unlicensed classified support staff in the administration of medications
- Responding to medical emergencies
- Creating health care plans
- Conducting health assessments
- Facilitating vision and hearing screenings for students in special education, and
- Ensuring immunization compliance and managing the care of students with chronic and acute medical conditions.

Staff will present an update on our district Nurses Services.

FISCAL IMPACT:

\$248,005 (Unrestricted)

This work supports the following goals and their accompanying metrics:

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

Prepared by Gail Atlansky, Director of Student Services

AGENDA ITEM: 8.5.1.1



Nursing Services Update

October 19, 2022



Our Team

**Daniel Boyd RN - Westlake,
Mission Hill Middle, Soquel High**

**Kelly Lynch RN - Bay View,
Branciforte Small Schools, Santa
Cruz High**

**Susie Tellez RN - DeLaveaga, Gault,
Branciforte Middle, Harbor High**



What We Do

- Maintain Safe Campuses
- Promote Student and Staff Wellness
- Improving Attendance for All Students
- Provide Health Screenings
- Support Students in Special Education





Maintaining Safe Campuses

- **Staff Trainings**
 - Emergency care of major injuries and accidents
 - Medication administration (ed. code 49423)
 - Epinephrine
 - Narcan
 - Seizure response
 - Managing students with endocrine disorders
 - Diabetes type-1
 - Adrenal insufficiency
- **Maintain AED Emergency equipment on Campuses (ed. code 35179.6)**





Promoting Student and Staff Wellness

- Ensure immunization compliance
- Prevent and report communicable diseases
- Maintain accurate student records
 - Documentation of confirmed health issues and concerns
 - Immunization records
 - Health care plans and action plans
- Support a healthy staff (TB risk assessments)





Improving Attendance

- Create Health Care Plans supporting students with health conditions to prevent absences
- Identify preventable absences related to health conditions
- Lead pregnancy prevention and management
- Partner with California Department of Public Health - COVID 19 Prevention
- Assist families with medical referrals
- Collaborate with counseling teams on accommodations for students with acute medical conditions



Health Screenings

- Mandated annual hearing and vision screenings for TK, K, 2, 5, and 8th grade students (Ed. code 49452)
- Mandated vision screening for students attending school in CA for the first time
- As needed per teacher request
- Referrals
- Outreach programs (EyeQ, VSP)





Supporting Special Education

(Ed.Code 56320,56324; Federal Law IDEA 300.34)

- **Provide Vision and Hearing Screenings**
- **Conduct health assessment of students referred for placement through IEP, SST, and 504**
- **Interpret medical and nursing diagnosis appropriate to student's educational plan**
- **Assist in determining level of additional adult personnel needed to support students with health needs**
- **Train and supervise appropriate personnel to meet student's health needs as stated in the IEP**

Questions?



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Staff Report- Preliminary California Basic Education Data System (CBEDS) Report

MEETING DATE: October 19, 2022

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

BACKGROUND:

The California Basic Educational Data System (CBEDS) is an annual data collection administered the first Wednesday in October. This year, CBEDS Information Day was October 5, 2022. The purpose of CBEDS is to collect demographic information on students, faculty, and district employees.

The District has experienced a slight decline in enrollment from 2021-22 to 2022-23 of 188 students. Staff will provide a report on year-over year enrollment variations by grade span.

FISCAL IMPACT:

In 2022-23, SCCS will be funded with the higher of Average Daily Attendance of 2021-22 or 2022-23. Hence, the current CBEDs enrollment will affect our LCFF Base funding. In addition, LCFF Supplemental will be impacted by our decline in enrollment of unduplicated count students. The exact calculation for projected LCFF Supplemental will be not clear until we have December certification of non-duplicated student counts.

This work is in direct support of the following district goals and their corresponding metrics:

Goal #5: Santa Cruz City Schools will maintain a balanced budget and efficient and effective management.



CBEDS Preliminary Report

October 19, 2022

2022-23 CBEDS Enrollment

Census Day:
10/05/2022

	2022-23 Totals	2021-22 Totals	Yr. to Yr. Variance	2022-23 Projection	Variance from Projection
Bay View	336	328	8	327	9
DeLaveaga	488	475	13	496	-8
Gault	311	303	8	321	-10
Westlake	472	485	-13	492	-20
ELEMENTARY TOTAL	1,607	1,591	16	1,636	-29
Branciforte Middle	389	423	-34	387	2
Mission Hill Middle	540	565	-25	545	-5
MIDDLE SCHOOL TOTAL	929	988	-59	932	-3
Harbor High	1,027	1,043	-16	1,043	-16
Santa Cruz High	1,094	1,131	-37	1,099	-5
Soquel High	976	1,022	-46	1,000	-24
HIGH SCHOOL TOTAL	3,097	3,196	-99	3,142	-45
Costanoa	65	60	5	64	1
ARK	47	86	-39	89	-42
AFE	110	118	-8	120	-10
Monarch	117	121	-4	114	3
SMALL SCHOOLS TOTAL	339	385	-46	387	-48
DISTRICT TOTAL	5,972	6,160 ^{375,405}	-188	6,097	-125

2022-23 CBEDS Enrollment- Elementary School

Census Day:
10/05/2022

School Site	2022-23 TOTALS	Certified 2021-22 TOTALS	Yr. to Yr. Diff.
Bay View	336	328	8
DeLaveaga	488	475	13
Gault	311	303	8
Westlake	472	485	-13
Elementary Total	1,607	1,591	16

2022-23 CBEDS Enrollment- Middle School

Census Day:
10/05/2022

School Site	2022-23 TOTALS	Certified 2021-22 TOTALS	Yr. to Yr. Diff.
Branciforte Middle	389	423	-34
Mission Hill Middle	540	565	-25
Middle Total	929	988	-59

2022-23 CBEDS Enrollment- High School

Census Day:
10/05/2022

School Site	2022-23 TOTALS	Certified 2021-22 TOTALS	Yr. to Yr. Diff.
Harbor High	1,027	1,043	-16
Santa Cruz High	1,094	1,131	-37
Soquel High	976	1,022	-46
High Total	3,097	3,196	-99

2022-23 CBEDS Enrollment- Small Schools

Census Day:
10/05/2022

School Site	2022-23 TOTALS	Certified 2021-22 TOTALS	Yr. to Yr. Diff.
Costanoa	65	60	5
Ark IS	47	86	-39
AFE	110	118	-8
Monarch	117	121	-4
Small Schools Total	339	385	-46

2022-23 CBEDS Enrollment Overall

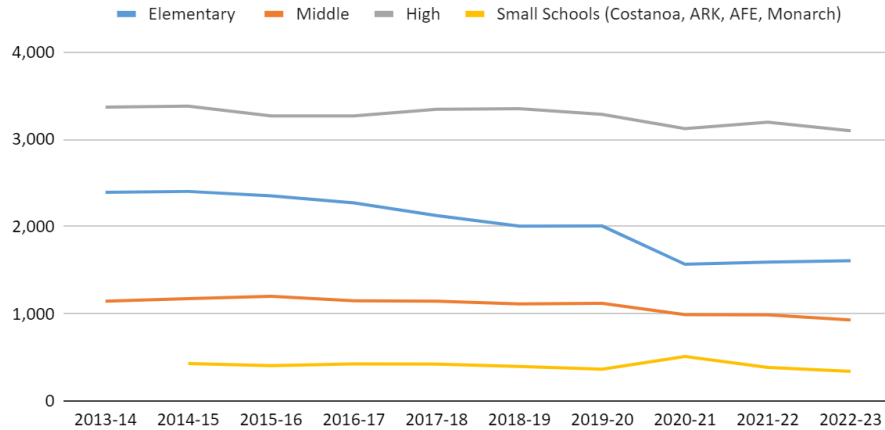
Census Day:
10/05/2022

Districtwide	2022-23 TOTALS	Certified 2021-22 TOTALS	Yr. to Yr. Diff.
Total Enrollment	5,972	6,160	-188

CBEDS Enrollment by Grade Span

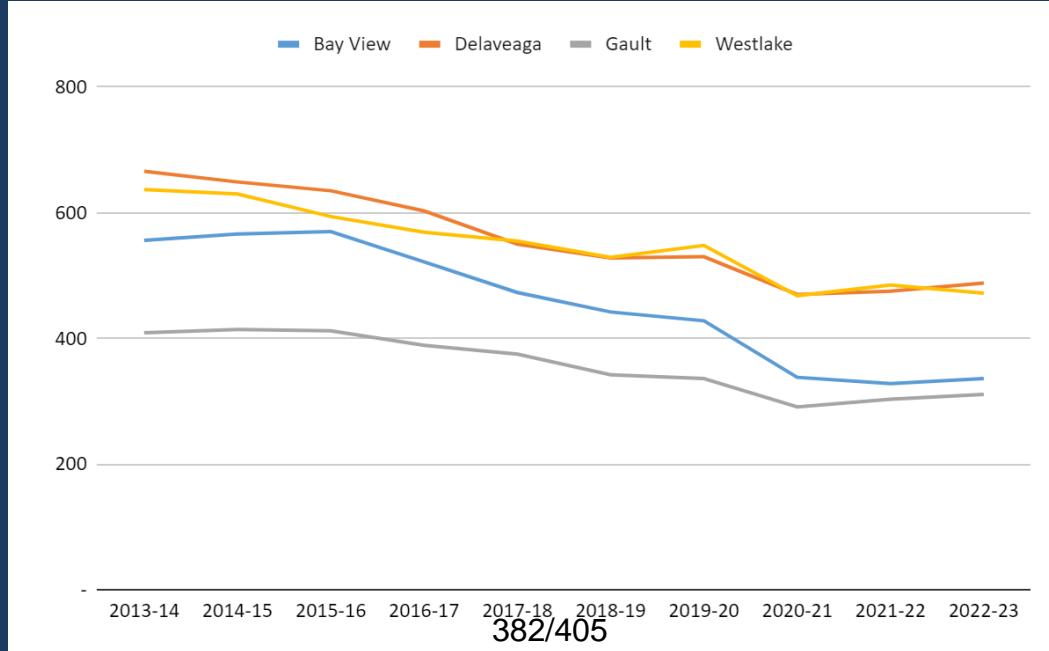
	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	Preliminary
Elementary (PK-5)*	2,392	2,402	2,351	2,272	2,126	2,004	2,006	1,567	1,591	1,607	
Middle School (6-8)	1,144	1,174	1,201	1,149	1,143	1,112	1,120	990	988	929	
High School (9-12)	3,369	3,379	3,269	3,267	3,345	3,351	3,285	3,123	3,196	3,097	
Small Schools (Costanoa, ARK, AFE, Monarch)		429	404	425	422	396	365	509	385	339	
TOTALS	6,905	7,384	7,225	7,113	7,036	6,863	6,776	6,189	6,160	5,972	

Elementary, Middle, High, & Small Schools



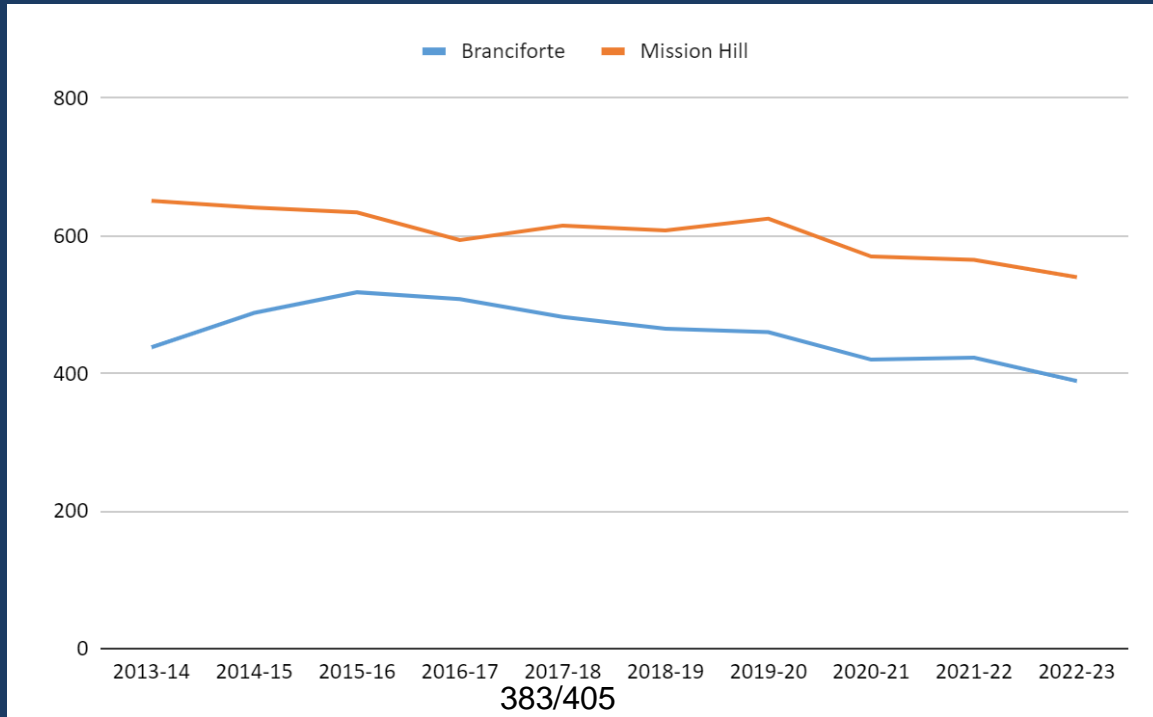
CBEDS Enrollment- Elementary School

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
										Preliminary
Bay View	556	566	570	522	473	442	428	338	328	336
Delaveaga	666	649	635	603	550	528	530	470	475	488
Gault	409	414	412	389	375	342	336	291	303	311
Westlake	637	630	594	569	555	529	548	468	485	472
Total	2,268	2,259	2,211	2,083	1,953	1,841	1,842	1,567	1,591	1,607



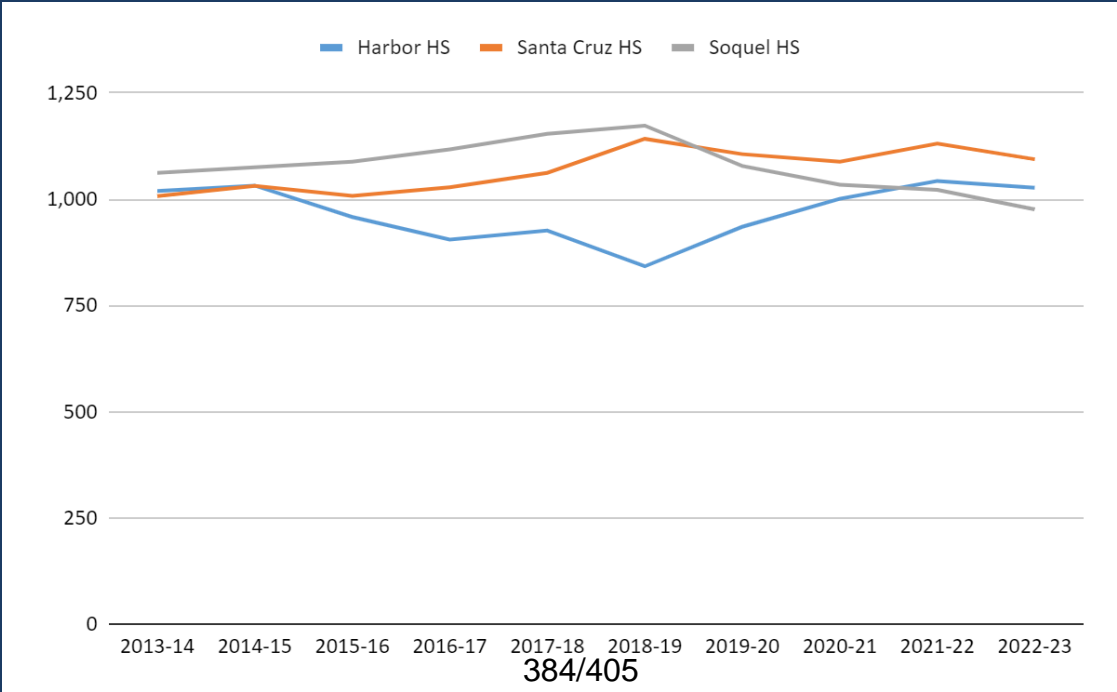
CBEDS Enrollment- Middle School

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	Preliminary <u>2022-23</u>
Branciforte	438	488	518	508	482	465	460	420	423	389
Mission Hill	651	641	634	594	615	608	625	570	565	540
Total	1,089	1,129	1,152	1,102	1,097	1,073	1,085	990	988	929



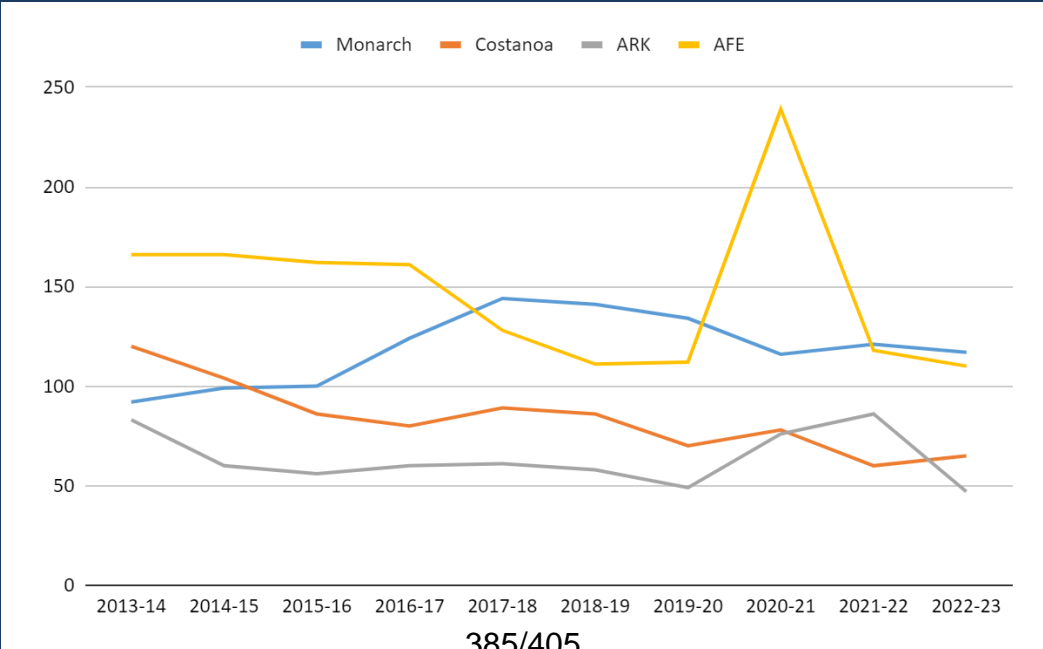
CBEDS Enrollment- High School

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	Preliminary <u>2022-23</u>
Harbor HS	1,019	1,032	958	905	926	842	935	1,001	1,043	1,027
Santa Cruz HS	1,007	1,031	1,008	1,028	1,062	1,142	1,106	1,088	1,131	1,094
Soquel HS	1,062	1,075	1,088	1,117	1,154	1,173	1,078	1,034	1,022	976
Total	3,088	3,138	3,054	3,050	3,142	3,157	3,119	3,123	3,196	3,097



CBEDS Enrollment- Branciforte Small Schools

	<u>2013-14</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	Preliminary
Monarch	92	99	100	124	144	141	134	116	121	117	
Costanoa	120	104	86	80	89	86	70	78	60	65	
ARK	83	60	56	60	61	58	49	76	86	47	
AFE	166	166	162	161	128	111	112	239	118	110	
Total	461	429	404	425	422	396	365	525	385	339	





Questions?

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: School Marketing Update

MEETING DATE: October 19, 2022

FROM: Kris Munro, Superintendent

BACKGROUND:

Each year, staff work to communicate and promote the programs our schools have to offer students in our community. With a declining student population across California, enrollment is impacted in all school settings. As such, staff have prepared a more robust marketing plan to promote services and opportunities that convey the value of public education provided by Santa Cruz City Schools to families as they make choices about their children's education. In this report, staff outline a summary of marketing efforts and strategy in the 22-23 school year.

FISCAL IMPACT:

Approximately \$35,000

This work is in direct support of the following District goals and their corresponding metrics:

- Goal #5: SCCS will maintain a balanced budget and efficient and effective management.
- Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

Marketing our Schools Update

& Addressing **Statewide Declining Enrollment**

October 2022



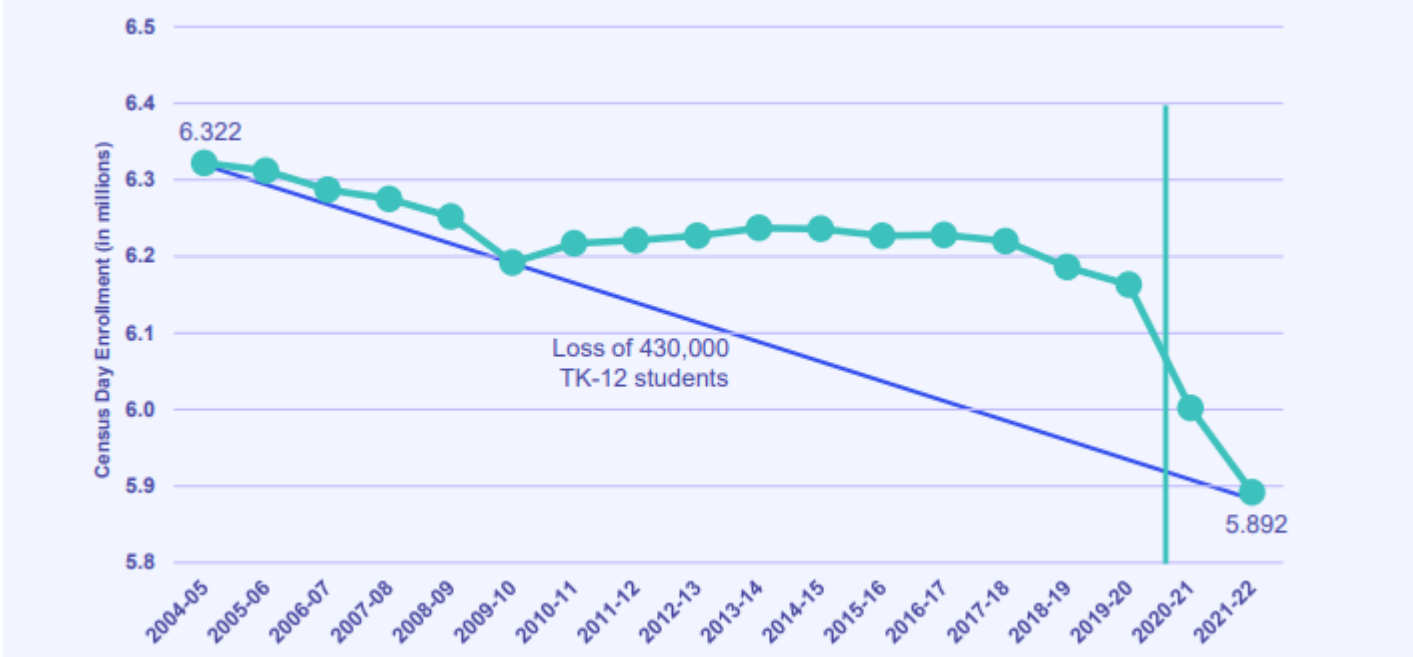
Today:

There is a **declining population of K-12 students** in California.
This trend exists across **Public, Private & Charter schools**.

*SCCS is committed to providing an **excellent K-12 program** and **communicating its value** to the community.*



California TK-12 Declining Enrollment Trend



California TK-12 Private School Enrollment

Private school data includes home school data for those home schools that filed an affidavit; assumption is enrollment of five or less students in a private school represent home schools

Private Schools	2021-22	2020-21	2019-20	2018-19
Total enrollment	503,389	509,777	514,596	521,044
Total affidavits	30,083	38,124	25,612	17,672
5 or less enrollment	47,772	59,275	38,528	25,351
5 or less affidavits	27,232	34,988	22,429	14,506
6 or greater enrollment	473,306	471,653	488,984	495,693
6 or greater affidavits	2,851	3,136	3,183	3,166

As of January 28, 2022; private school data excluded in all other enrollment data



Santa Cruz County School Enrollment

Private Schools	2021-22	2020-21	2019-20	2018-19
Total enrollment	5,533	6,219	8,772	5,721
Total affidavits	276	432	297	177
5 or less enrollment	1,682	2,525	1,839	1,379
5 or less affidavits	247	402	269	146
6 or greater enrollment	3,851	3,694	6,933	4,342
6 or greater affidavits	29	30	28	31

Public Schools	2021-22	2020-21	2019-20
Total Enrollment	38,895	39,724	40,551
Non-Charter School Enrollment	31,700	32,476	33,776
Charter School Enrollment	7,195	7,248	6,775



Marketing Plan Input

- **Student** Advisory Council
- **District Leadership** Team
- **Parent** Surveys
- **Parent** Leader Dinner
- Informal Canvassing of **Private & Charter** Parents



School Choice

Canvassing **Private & Charter** families has suggested common factors affecting **school choice decisions**:

- **Class Size** concerns
- Opportunities for **Gifted Students**
- Desire for **Enrichments**
- Perceived **“Bureaucratic”** nature of Public School
- Desire for **Individual Attention** for student
- Desire for **Preserving Innocence** (*Middle Especially*)



Summary of Goals

- **Improving Satisfaction** in SCCS Education
 - Customer Service
 - Streamlining Process
 - Access to Information
 - Access to Supports
 - Annual Family Feedback Survey
- **Matching Reputation to Reality**
 - Great Schools Participation
 - Website updates
 - Showcasing Offerings
- **Reaching Audience** on a wider scale
 - New Events (*Webinars, tours, community participation*)
 - Creative Advertising (*Outlets, Partners, Pediatrics & more*)



Efforts: Defining our Value

We want to make sure that families make informed choices.
For this, we seek to provide focus on the ***wider opportunities we provide.***

- **More** AP & College Prep courses
- **More** Enrichments (*Music, Art, Clubs, Athletics, Leadership Opportunities*)
- **More** Career Training
- **More** Mental Health Support
- **More** Connection Opportunities



Efforts: Customer Service

While the classroom is our focus, We also need to recognize every interaction with families is an opportunity to provide a lasting positive impression.

- **“Culture of Service”** Trainings & Collaborations (*Every Site & Department*)
- Preparing staff to *maximize communication opportunities*: **Parent Conferences, Back to School Nights, Open Houses & Community Meetings**
- Streamlining **Enrollment**
- Cross-site collaboration on **Best Practices**
- Webinar: **Accessing District Resources**

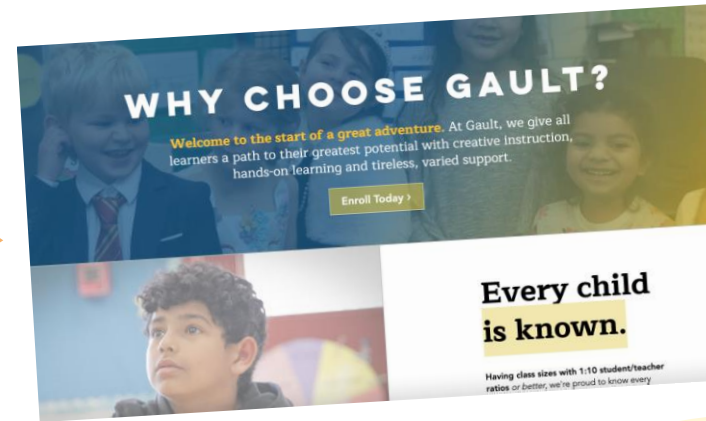
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Efforts: Competition Awareness

Currently, families are presented with other options *before they hear from us*. We can join that conversation.

- **Align Timing** of events & Outreach *with other options*
- **Offer our Narrative** (similar to “polished” narratives of other options to facilitate informed choice) →
- **Offer Comparable Access** for prospective parents & students to *demonstrate attentive approach*.
- Encourage parents to review on **Greatschools.org**



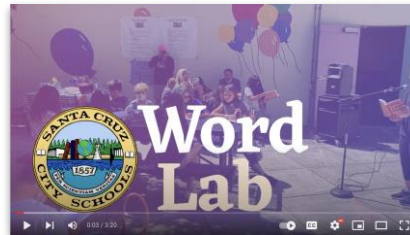
Efforts: Outreach

It's our goal to make ***all newcomers feel welcome***, and to help all families be able to see a place in our community.

- **Tours** at All schools (*in November & January*)
 - *& follow-up Postcards*
- **Prospective Parent Webinars** (***Elementary, Middle & High***)
 - *& follow-up*
- **Tri-Folds** (*Seeking placement at **Pediatric Offices**, Preschools, Real Estate Agents*)
- **New Websites** *that are welcoming & easier to navigate*
- **Community Visibility** (*Participation in Parades, Festivals*)
- **Advertisements**
 - *Tours, Open Houses & other events* 400/405



Efforts: Showcasing Opportunities



Thank you & Questions



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Resolution 15-22-23: Proclaiming Indigenous Heritage Month

MEETING DATE: October 19, 2022

FROM: Kris Munro, Superintendent

RECOMMENDATION:

Approve annual resolution 15-22-23 to recognize Indigenous Heritage Month each November.

BACKGROUND:

Indigenous Heritage Month celebrates the heritages and cultures of Native Americans and the contributions of Native Americans to the United States.

FISCAL IMPACT:

None

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

**SANTA CRUZ CITY SCHOOL
RESOLUTION #15-22-23
Proclaiming Indigenous People's Heritage Month**

WHEREAS, the Santa Cruz City School district recognizes the land on which we gather is the unceded territory of the Awaswas-speaking Uypi Tribe;

WHEREAS, the Amah Mutsun Tribal Band, comprised of the descendants of indigenous people taken to missions Santa Cruz and San Juan Bautista during Spanish colonization of the Central Coast, is today working hard to restore traditional stewardship practices on these lands and heal from historical trauma;

WHEREAS, the United States celebrates Indigenous People's Heritage Month every year in November;

WHEREAS, Indigenous People's Heritage Month is an opportunity to consider and recognize the contributions of Native Americans to the history of the United States;

WHEREAS, Native Americans are the original Indigenous people of what is now the United States;

WHEREAS, Santa Cruz City Schools is committed to improving the academic and social-emotional outcomes for Native American students and all students in the region;

WHEREAS, we have a responsibility to acknowledge and make visible our history, our relationships and our debt to Indigenous Peoples; and

WHEREAS, the 2010 Census estimated that 5.2 million people in the United States and more than 723,000 people in California identified as American Indian;

WHEREAS, Native Americans maintain vibrant cultures and traditions, hold a deeply rooted sense of community and have made and continue to make distinct and important contributions to the United States and the rest of the world in many fields, including the fields of agriculture, medicine, music, language, and art.

NOW, THEREFORE, BE IT RESOLVED, that the Santa Cruz City School District Board of Education recognizes November 2022 as Indigenous People's Heritage Month.

BE IT FURTHER RESOLVED, that the Board of Education urges schools within the District to observe Indigenous People’s Heritage Month with appropriate programs and activities;

PASSED AND ADOPTED by the Santa Cruz City School District Board of Education on this 19th day of October, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Approved on this date, October 19, 2022

Board President, Santa Cruz City Schools

Superintendent, Santa Cruz City Schools