

# Gold Trail Union School District



**District Office**  
1575 Old Ranch Road  
Placerville, CA 95667  
1.530.626.3194  
Fax 1.530.626.3199  
Joe Murchison  
*Superintendent*

**Board of Trustees**  
Sue Hennike  
*President*  
Janet Barbieri  
*Clerk*  
Julie Bauer  
Micah Howser  
Daryl Lander

**Sutter's Mill School (K-3)**  
4801 Luneman Road  
Placerville, CA 95667  
1.530.626.2591  
Fax 1.530.626.3199  
Joe Murchison  
*Superintendent/Principal*

**Gold Trail School (4-8)**  
889 Cold Springs Road  
Placerville, CA 95667  
1.530.626.2595  
Fax 1.530.626.3289  
Scott Lyons  
*Principal*






## **BOARD OF TRUSTEES** **Regular and Closed Session Meeting** **Thursday, March 9, 2017** **Gold Trail School** **Agenda**

In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board Secretary, Joe Murchison, at (530) 626-3194 for assistance. Notification at least 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

**6:00 P.M.**

**OPENING BUSINESS**

### **1. CALL TO ORDER**

 S. Hennike, President  
 J. Barbieri, Clerk  
 J. Bauer, Member  
 M. Howser, Member  
 D. Lander, Member

### **2. PUBLIC SESSION**

#### **.1 Flag Salute**

### **3. ACTION ITEM: Adoption of Agenda**

The Board will review the agenda prior to adoption, taking this opportunity to re-sequence or table agenda topics.

### **4. OPEN HEARING**

Members of the public are encouraged to address the Board concerning any item on the agenda either before or during the Board's consideration of the item. Under the Brown Act and open meeting laws, members of the public shall also be given an opportunity to address the Board on any item of interest that is not on the agenda but within the subject matter jurisdiction of the Board. Individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. Members of the community may address the Board at this time. (*Education Code 35145.5, Government Code 54952/54954.3, Board Bylaw 9323*)

<b>REPORTS</b>
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**5. REPORT: Student Council**

E. Harm, president, will report on Student Council activities.

**6. REPORT: Gold Trail Federation of Educators**

D. Matyac, president, will report on Federation activities.

**7. REPORT: Local Control Accountability Plan (LCAP) Update**

J. Murchison, superintendent, will present the District's update on the 2017-18 LCAP. *(BP 0640)*

<b>CONSENT</b>
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**8. CONSENT ITEM**

The items listed below are passed in one motion without discussion. Any item may be pulled from the Consent Agenda by the Board. *(BB 9322)*

**.1 Meeting Minutes *(BB 9324)***

**Regular Meeting of February 9, 2017**

**Special Meeting of February 13, 2017**

The Board will take action to approve the Minutes.

**.2 Warrants *(BP 3314)***

The Board will take action to approve the expenditures.

**.3 Personnel**

***Hiring***

A Garcia, Athletic Coach: Track, effective 2016-17 school year

L Iverson, Coordinator: Special Curriculum Projects, effective 2016-17 school year

J Thompson, Maintenance/Custodian, 2 hours per day, effective February 7, 2017

***Resignation***

J Thompson, Custodian, 2 hours per day, effective February 6, 2017

***Re-classification***

J Whitmore, Teacher, 1.0 FTE, re-classified from temporary employee to probationary employee, effective November 1, 2016

**.4 Job Description**

❖ **Teacher Associate Signing Aide For the Deaf or Hard of Hearing (DHOH)**

The Board will take action to approve the new job description.

**.5 Individual Services Agreement for Nonpublic, Nonsectarian School/Agency Services: Summitview Child and Family Services**

This agreement for services allows for students to attend a nonpublic school or receive services from a nonpublic agency. *(Education Code 56365)* The Board will take action to approve the agreement.

<b>ACTION ITEMS</b>
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**9. ACTION ITEM: 2016-17 Second Interim Financial Report**

W. Scarlett, Chief Fiscal Officer, will present the mandated report to the Board for approval. The Board will take action to accept the report. (AR3460)

**10. ACTION ITEM: 2017-18 and 2018-19 Calendar Adoption**

The Board will take action to adopt the calendars as proposed by staff. (BP 6111)

**11. ACTION ITEM: Resolution 2016-17:03-01 Reduction of Certificated Employees**

The Board will adopt the Resolution allowing for initial notice of reduction of certificated staff for the 2017-18 school year.

**12. ACTION ITEM: 2017 CSBA Delegate Assembly Election**

The Board may take action to vote in subject election.

<b>DISCUSSION ITEMS</b>
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**13. DISCUSSION ITEM: Administrative Reports**

J. Murchison will report on activities relevant to District and Sutter's Mill School site business.  
S. Lyons will report on activities relevant to Gold Trail School site business.  
W. Scarlett will be available to answer question relevant to financial business.  
Board members will report on activities relevant to District business.

<b>CLOSED SESSION</b>
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**14. CLOSED SESSION OPEN HEARING**

Members of the public may take this opportunity to comment on Closed Session agenda items.

**15. CLOSED SESSION**

The Board will adjourn to Closed Session pursuant to Government Code 54957. Closed Session attendants: Board Members, superintendent interviewees.

**.1 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/COMPLAINT**

**.2 CONFERENCE WITH LABOR NEGOTIATORS** (Government Code Section 54957.6)

The Board will give direction regarding employee bargaining issues with the Gold Trail Federation of Educators and discussion with other non-represented employee groups.

**.3 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**

**Title: Superintendent**

<b>RECONVENE PUBLIC SESSION</b>
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**16. RECONVENE PUBLIC SESSION AND CLOSED SESSION DISCLOSURE**

Any action taken during Closed Session will be disclosed at this time. Public action necessitated by Closed Session deliberations will also be disclosed at this time.

<b>ADVANCE PLANNING</b>
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**17. FUTURE REGULAR MEETING SCHEDULE**

**Date: April 6, 2017 Time: 6:00 p.m. Location: Gold Trail School Library**

Agenda Items for that meeting may include but are not limited to:

Board Policies, Administrative Regulations and Board Bylaw Updates

District Fee Adjustment, If Applicable

Library Media Center Program Evaluation (Annual)

Local Control Accountability Plan (LCAP) Update

Williams Act Uniform Complaint Procedures Quarterly Report

*Requests may be made at this time for items to be placed on a future agenda.*

<b>ADJOURNMENT</b>
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**PUBLIC INSPECTION**

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office, located in the Sutter's Mill School Administration building, 4801 Luneman Road, Placerville, California, during normal business hours. In addition, such writings and documents will be posted on the District's website, [www.gtusd.org](http://www.gtusd.org). Agendas will be posted at:

**Gold Trail School**

880 Cold Springs Road

Placerville, CA. 95667

**Sutter's Mill School/District Office**






4801 Luneman Road

Placerville, CA. 95667

**And E-mailed to every district family**

<b>AGENDA ITEM</b> <b>Opening Business</b>
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**1.0 CALL TO ORDER**

-  S. Hennike, President
-  J. Barbieri, Clerk
-  J. Bauer, Member
-  M. Howser, Member
-  D. Lander, Member

**2.0 PUBLIC SESSION**

**.1 Flag Salute**

**3.0 ACTION ITEM: Adoption of Agenda**

This item is provided as an opportunity for trustees, through consensus, to re-sequence or table agenda topics.

<b><i>ACTION</i></b>	<i>Moved</i>	<i>Seconded</i>		
<div><input type="checkbox"/> <i>Approved as is</i></div> <div><input type="checkbox"/> <i>Not approved</i></div> <div><input type="checkbox"/> <i>Amended to read:</i></div>				
<b><i>Vote</i></b>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>

**4.0 OPEN HEARING**

Under the Brown Act and open meeting laws, members of the community wishing to address an item on the agenda may do so at this time or for action items, when they come before the Board. Items not on the agenda, but within jurisdiction of this body, may be addressed at this time or be submitted to the Superintendent in writing for Board consideration as an agenda item. Items not on the agenda, which are expressed in person before this Board without written request, are restricted in response and action by the Board and its members. A three-minute limit is set for each speaker on all such items. (Board Bylaws 9323/Government Code 54952)

<b>AGENDA ITEM 5.0</b> <b>REPORT: Student Council</b>
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**BACKGROUND**

Ella Harm, president, will report on Student Council activities.

**ATTACHMENTS**

➤ **None**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

No action needed.

**NOTES**

<b>AGENDA ITEM 6.0</b> <b>REPORT: Gold Trail Federation of Educators</b>
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**BACKGROUND**

Debbi Matyac, president, will report on Federation activities.

**ATTACHMENTS**

➤ **None**

**BUDGETED**

☒ **NA**      ☐ **Yes**      ☐ **No**      ☐ **Cost Analysis Follows**

**RECOMMENDATION**

No action needed.

**NOTES**

**AGENDA ITEM 7.0**

**REPORT: Local Control Accountability Plan (LCAP) Update**

**BACKGROUND**

The Local Control Accountability Plan (LCAP) is a critical part of the new Local Control Funding Formula (LCFF). Each school district must engage parents, educators, employees and the community to establish these plans. The plans will describe the school district's overall vision for students, annual goals and specific actions the district will take to achieve the vision and goals.

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community (*BP 0640*). Joe Murchison, superintendent, will present the most current update on the 2017-18 LCAP.

**ATTACHMENTS**

➤ None

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

No action needed.

**NOTES**



**AGENDA ITEM 8.0**

**Consent**

**President Script:**

*The following is the consent agenda. In accordance with law, the public has a right to comment on any consent item.*

The items listed below are passed in one motion without discussion. Any item may be pulled from the Consent Agenda by the Board. (BB 9322)

**.1 Meeting Minutes (BB 9324)**

**Regular Meeting of February 9, 2017**

**Special Meeting of February 13, 2017**

The Board will take action to approve the Minutes.

**.2 Warrants (BP 3314)**

The Board will take action to approve the expenditures.

**.3 Personnel**

**Hiring**

A Garcia, Athletic Coach: Track, effective 2016-17 school year

L Iverson, Coordinator: Special Curriculum Projects, effective 2016-17 school year

J Thompson, Maintenance/Custodian, 2 hours per day, effective February 7, 2017

**Resignation**

J Thompson, Custodian, 2 hours per day, effective February 6, 2017

**Re-classification**

J Whitmore, Teacher, 1.0 FTE, re-classified from temporary employee to probationary employee, effective November 1, 2016

**.4 Job Description**

❖ **Teacher Associate Signing Aide for the Deaf or Hard of Hearing (DHOH)**

The Board will take action to approve the new job description.

**.5 Individual Services Agreement for Nonpublic, Nonsectarian School/Agency Services: Summitview Child and Family Services**

This agreement for services allows for students to attend a nonpublic school or receive services from a nonpublic agency. (Education Code 56365) The Board will take action to approve the agreement.

**President Script:**

*Do any members of the audience wish to address or comment any of these items?*

**NOTES**

**PULL (If Applicable)**

<b>ACTION</b>		<i>Moved</i>		<i>Seconded</i>	
<input type="checkbox"/> <i>Approved as is</i>					
<input type="checkbox"/> <i>Not approved</i>					
<input type="checkbox"/> <i>Amended to read:</i>					
<b>Vote</b>		<i>Ayes</i>		<i>Noes</i>	
				<i>Absent</i>	
				<i>Abstain</i>	

<b>AGENDA ITEM</b> <b>Consent</b>
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**8.1 Meeting Minutes (Board Bylaw 9324)**

**BACKGROUND**

Minutes of prior Board meetings are included for review and approval.

**ATTACHMENTS**

- Regular Meeting of February 9, 2017
- Special Meeting of February 13, 2017

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

Approve the minutes.

**NOTES**

***If pulled from Consent***

<i><b>ACTION</b></i>		<i>Moved</i>	<i>Seconded</i>		
<div><input type="checkbox"/> <i>Approved as is</i></div> <div><input type="checkbox"/> <i>Not approved</i></div> <div><input type="checkbox"/> <i>Amended to read:</i></div>					
<i><b>Vote</b></i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

# Gold Trail Union School District

## BOARD OF TRUSTEES

### Regular and Closed Session Meeting

Thursday, February 9, 2017

### OPEN AND CLOSED SESSION MINUTES



#### District Office

1575 Old Ranch Road  
Placerville, CA 95667  
1.530.626.3194  
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Joe Murchison  
Superintendent

#### Board of Trustees

Sue Hennike  
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Daryl Lander

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1.530.626.2595  
Fax 1.530.626.3289  
Scott Lyons  
Principal

An Equal Opportunity  
Employer

#### 1. CALL TO ORDER

The meeting was called to order in the Gold Trail School Library by S. Hennike, president, at 6:00 p.m.

Members present: J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander

Members absent: None

#### 2. PUBLIC SESSION

E. Harm, student body president, led the flag salute.

#### 3. ACTION ITEM: Adoption of Agenda

MOTION WAS MADE by J. Barbieri and duly seconded by J. Bauer to adopt the agenda with no changes, and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

#### 4. OPEN HEARING

The Board president solicited comments in accordance with the Brown Act and Open Meeting laws. No one addressed the Board.

#### 5. REPORT: Student Council

E. Harm, president, reported on Student Council activities.

#### 6. REPORT: Parent Teacher Organization

T. Hanks, president, reported on PTO activities.

#### 7. REPORT: Gold Trail Federation of Educators

D. Matyac, president, reported on Federation activities.

#### 8. REPORT: After School Sports Report and Walk-On Coach Certification

J. Perez, athletic director, reported on the current program and certified that all athletic coaches fulfilled all California State and District requirements.

#### 9. REPORT: Physical Fitness Test—District and School Summary

J. Perez, physical education specialist, reported on the fifth and seventh grades annual FITNESSGRAM results and the quality and effectiveness of the district's physical education program.

**10. REPORT: Local Control Accountability Plan (LCAP) Update**

J. Murchison, superintendent, reported on the progress of the District's 2017-18 LCAP.

**11. CONSENT ITEM**

- .1 Meeting Minutes (BB 9324)**
  - Regular Meeting of January 12, 2017**
  - Special Meeting of January 25, 2017**
- .2 Warrants (BP 3314)**
- .3 Personnel**
  - Hiring***  
T Hanks, playground monitor, 1.0 hour per day, 2 days per week, effective January 26, 2017
  - Resignation***  
A Pratt, playground monitor, 1.0 hour per day, 2 days per week, effective January 10, 2017
- .4 School Accountability Report Cards (SARC) for both Gold Trail and Sutter's Mill School (BP 0510)**
- .5 Comprehensive School Safety Plan (BP0450)**
- .6 Consolidated Application and Reporting System (CARS) Winter 2016-17 Data Collection**
- .7 Second Reading and Adoption of Board Policies, Administrative Regulations and Board Bylaws**
  - AR 1340, Access to District Records (AR Revised)**
  - BP/AR 3311, Bids (BP/AR Revised)**
  - BP/AR 3311.1, Uniform Public Construction Cost Accounting Procedures (BP/AR Added)**
  - AR 3311.2, Lease-Leaseback Contracts (AR Added)**
  - AR 3311.3, Design-Build Contracts (AR Added)**
  - AR 3311.4, Procurement of Technological Equipment (AR Added)**
  - BP 3470, Debt Issuance and Management (BP Added)**
  - AR 3543, Transportation Safety and Emergencies (AR Revised)**
  - BP/AR 4030, Nondiscrimination in Employment (BP/AR Revised)**
  - BP/AR 4119.11/4219.11/4319.11, Sexual Harassment (BP/AR Revised)**
  - AR 5111.1, District Residency (AR Revised)**
  - BP 5116.2, Involuntary Student Transfers (BP Added)**
  - BP/AR 5141.21, Administering Medication and Monitoring Health Conditions (BP/AR Revised)**
  - BP/AR 6154, Homework/Makeup Work (BP Revised/AR Deleted)**
  - BP/AR 6164.6, Identification and Education Under Section 504 (BP/AR Revised)**
  - BB 9240, Board Training (BB Revised)**
  - BB 9323, Meeting Conduct (BB Revised)**

MOTION WAS MADE by D. Lander and duly seconded by J. Barbieri to adopt the consent agenda, and the vote was as follows:

AYES:	Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander
NOES:	None
ABSENCES:	None
ABSTENSIONS:	None

MOTION CARRIED

- 12. ACTION ITEM: Second Reading and adoption of BP 5030, Student Wellness (BP Revised)**  
MOTION WAS MADE by J. Barbieri and duly seconded by D. Lander to adopt the policy, and the vote was as follows:

AYES:	Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander
NOES:	None
ABSENCES:	None
ABSTENSIONS:	None

MOTION CARRIED

- 13. ACTION ITEM: Board Policy 6170.1, Transitional Kindergarten**

MOTION WAS MADE by D. Lander and duly seconded by S. Hennike to delete the optional language regarding fixing the length of the school day in the district's TK program and to adopt the amended policy, and the vote was as follows:

AYES:	Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander
NOES:	None
ABSENCES:	None
ABSTENSIONS:	None

MOTION CARRIED

- 14. ACTION ITEM: Board Policy 6145 and Administrative Regulation 6145, Extracurricular and Cocurricular Activities**

The Board reviewed Board Policy 6145 and made no changes. NO ACTION TAKEN.

- 15. ACTION ITEM: Annual Review of Board Policy 4117.3, Personnel Reduction (Tie Breaking Criteria)**

The Board reviewed Board Policy 4117.3 for relevancy and made no changes. NO ACTION TAKEN

- 16. ACTION ITEM: El Dorado County ACSA Distinguished Service Awards Nomination**

MOTION WAS MADE by D. Lander and duly seconded by J. Barbieri to nominate Joe Murchison for the award, and the vote was as follows:

AYES:	Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander
NOES:	None
ABSENCES:	None
ABSTENSIONS:	None

MOTION CARRIED

- 17. DISCUSSION ITEM: Administrative Reports**

The Board members and administration reported on District activities.

**18. CLOSED SESSION OPEN HEARING**

No one addressed the Board.

**19. CLOSED SESSION**

The Board adjourned to Closed Session at 7:40 p.m. Members present: Board members and candidate(s).

**.1 PUBLIC EMPLOYMENT**

**Title: Superintendent Interviews**

**20. RECONVENE PUBLIC SESSION AND CLOSED SESSION DISCLOSURE**

The Board reconvened Public Session at 8:31 p.m. The Board conducted superintendent interview(s). MOTION WAS MADE by J. Barbieri and duly seconded by J. Bauer to offer the position of Superintendent to S. Lyons subject to negotiation of salary and contract terms, and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

**21. FUTURE REGULAR MEETING SCHEDULE**

**Date: March 9, 2017 Time: 6:00 p.m. Location: Gold Trail School Library**

Agenda Items for that meeting may include but are not limited to:

Board Policies, Administrative Regulations and Board Bylaw Updates

Calendar Adoption (Annual)

CSBA Delegate Assembly Election, If Applicable

EDCOE Agreement for Services (Annual)

Five Year Deferred Maintenance Plan, If Applicable

Local Control Accountability Plan (LCAP) Update

Reduction of Certificated Employees, If Applicable

Reduction of Classified Services, If Applicable

Second Period Interim Financial Report (Annual)

School Site Council Plans and Budgets (Annual)

There being no further business to come before the Board, MOTION WAS MADE by D. Lander and duly seconded by J. Barbieri and carried to adjourn the meeting 8:37 p.m. and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

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S. Hennike, President

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J. Murchison, Secretary

# Gold Trail Union School District



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Placerville, CA 95667  
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Daryl Lander

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Scott Lyons  
*Principal*

*An Equal Opportunity  
Employer*

## **BOARD OF TRUSTEES**

### **Special and Closed Session Meeting**

**Monday, February 13, 2017**

### **OPEN AND CLOSED SESSION MINUTES**

#### **1. CALL TO ORDER**

The meeting was called to order in the Gold Trail School Library by S. Hennike, president, at 6:00 p.m.

Members present: J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander

Members absent: None

#### **2. PUBLIC SESSION**

D. Lander, Board member, led the flag salute.

#### **3. ACTION ITEM: Adoption of Agenda**

MOTION WAS MADE by J. Bauer and duly seconded by J. Barbieri to adopt the agenda with no changes, and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander

NOES: None

ABSENCES: None

ABSTENSIONS: None

**MOTION CARRIED**

#### **4. OPEN HEARING**

The Board president solicited comments in accordance with the Brown Act and Open Meeting laws. No one addressed the Board.

#### **5. DISCUSSION ITEM: GOLD TRAIL SCHOOL ADMINISTRATOR SEARCH**

The Board discussed the process and timeline for a Gold Trail School administrator search.

#### **6. CLOSED SESSION OPEN HEARING**

The Board president solicited comments in accordance with the Brown Act and Open Meeting laws. No one addressed the Board.

**7. CLOSED SESSION**

The Board adjourned to Closed Session at 7:22 p.m. Also present: J. Murchison, T. Orio and W. Scarlett

**.1 PUBLIC EMPLOYMENT**

**Title: Superintendent**

**8. RECONVENE PUBLIC SESSION AND CLOSED SESSION DISCLOSURE**

The Board reconvened Public Session at 7:53 p.m. The Board discussed terms for the superintendent contract. No action was taken.

There being no further business to come before the Board, MOTION WAS MADE by J. Bauer and duly seconded by M. Howser and carried to adjourn the meeting 7:54 p.m. and the vote was as follows:

AYES: Trustees J. Barbieri, J. Bauer, S. Hennike, M. Howser and D. Lander

NOES: None

ABSENCES: None

ABSTENSIONS: None

MOTION CARRIED

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S. Hennike, President

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J. Murchison, Secretary



<b>AGENDA ITEM</b> <b>Consent</b>
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**8.2 Warrants (Board Policy 3314)**

**BACKGROUND**

The warrants are included for Board review and approval.

**ATTACHMENTS**

➤ **Warrants**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

All warrants are within the adopted budget and/or approved expenditures.

**RECOMMENDATION**

Approve the warrants.

**NOTES**

*If pulled from Consent*

<b>ACTION</b>		<i>Moved</i>		<i>Seconded</i>	
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>					
<b>Vote</b>		<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 02/08/2017

02/08/17 PAGE 1

DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 7024 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCHE	DEPOSIT TYPE DESCRIPTION	ABA NUM	ACCOUNT NUM	AMOUNT	
80545409	007568/	AMERICAN FIDELITY ASSURANCE CO															
		PV-170413		01	0000	0-9582	0000	0000	0000	0000	00	0000		1465066A	APRIL 2017		535.00
													WARRANT TOTAL				\$535.00
80545410	100912/	BANK OF AMERICA															
		PV-170414		01	0000	0-4300	0000	3600	000	0000	00	0000		TRANSPORTATION SUPPLIES			99.05
				01	0000	0-4300	0000	7100	000	0000	00	0000		BOARD SUPPLIES			45.71
				01	0000	0-4300	0000	7200	000	0000	00	0000		D O OFFICE SUPPLIES			20.19
				01	0000	0-4300	0000	8100	002	0000	00	0000		SM MAINTENANCE SUPPLIES			75.69
				01	0000	0-4300	0000	8100	003	0000	00	0000		GT MAINTENANCE SUPPLIES			75.68
				01	0000	0-4300	1110	1000	003	0600	00	0000		BOOKS FOR BATTLE OF THE BOOKS			60.16
				01	0000	0-4370	0000	8100	000	0000	00	0000		MAINTENANCE FUEL			66.15
				01	0000	0-4400	0000	3600	000	1210	00	0000		BUS YARD CAMERAS			438.74
				01	0000	0-5210	1110	1000	003	0106	00	0000		CANCEL YOSEMITE DRIVER LODGING			256.39-
				01	0000	0-6200	0000	8500	002	0469	00	0000		SM BOOKROOM MATERIALS			193.34
				01	6500	0-4400	5770	1120	000	1210	00	0000		SP ED IPAD CASES			88.44
				01	9022	0-4300	1110	1000	002	0000	00	0000		MV STUDENT SUPPLIES			55.20
				13	5310	0-4300	0000	3700	000	0000	00	0000		CAFE SUPPLIES			30.94
													WARRANT TOTAL				\$992.90
80545411	101835/	BRET BILYEU															
		PV-170415		01	0000	0-4300	1110	1000	003	0300	79	0000		CLASS SUPPLIES			62.19
				01	0000	0-4300	1110	1000	003	0300	81	0000		4/6 P E SUPPLIES			88.16
				01	6264	0-5200	1110	1000	003	0000	00	0000		P E SEMINAR			245.00
													WARRANT TOTAL				\$395.35
80545412	101772/	APRIL BRANDT															
		PV-170416		01	6264	0-5200	1110	1000	002	0000	00	0000		KINDER CONF MEALS/MILEAGE			269.71
													WARRANT TOTAL				\$269.71

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80545413	020776/	CAROLYN BRUNTS														
		PV-170437		01	6300	0	4100	1110	1000	002	0000	00	000		CS 3RD GR ELA LEVELED READERS	457.95
															WARRANT TOTAL	\$457.95
80545414	101412/	CALSTRS/JEM														
		PV-170418		01	0000	0	5800	0000	7200	000	0000	00	000		151013 DEC 2016	30.00
															WARRANT TOTAL	\$30.00
80545415	000352/	CALTRONICS BUSINESS SYSTEMS														
		PV-170419		01	0000	0	4300	0000	2700	003	0000	33	000		2190069 GT COPIER STAPLES/SH	106.57
															WARRANT TOTAL	\$106.57
80545416	101505/	SARAH CANFIELD														
		PV-170417		01	0000	0	4300	1110	1000	003	0600	00	000		ORAL INTERP SUPPLIES	29.99
															WARRANT TOTAL	\$29.99
80545417	101867/	TOM CHENEY														
		PV-170420		01	1100	0	5807	1110	4200	003	1206	00	000		WRESTLING REF 1 MATCH 1/26	35.00
															WARRANT TOTAL	\$35.00
80545418	101618/	DE LAGE LANDEN														
		175026	PO-170026	1.	01	0000	0	7439	0000	9100	000	1210	00	000	53200135 D O COPIER	241.19
		175026		2.	01	0000	0	7439	0000	9100	002	1210	00	000	53200135 SM COPIER	196.33
															WARRANT TOTAL	\$437.52
80545419	018676/	DNL ELECTRIC INC														
		175112	PO-170112	1.	01	0000	0	6200	0000	8500	002	0469	00	000	2820 SM BOOKROOM ELECTRICAL	3,570.00
		PV-170421		01	8150	0	5600	0000	8100	000	0000	00	000		2819 ADD OUTLETS EXT DAY BLDG	425.00
															WARRANT TOTAL	\$3,995.00
80545420	000126/	EL DORADO COUNTY OFFICE														
		175058	PO-170058	1.	01	4035	0	5200	1110	1000	003	0000	00	000	170455 CA HLTH YOUTH TRAINING	600.00
		175072	PO-170072	1.	01	0000	0	4300	1110	1000	003	0000	00	000	170455 HLTH YTH CURRICULA	676.80
															WARRANT TOTAL	\$1,276.80
80545421	000738/	EL DORADO DISPOSAL														
		PV-170422		01	0000	0	5560	0000	8100	002	0000	00	000		172442939 SM	590.41



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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80545430	101870/	JACKSON GROSE														
		PV-170430						01-1100-0-5807-1110-4200-003-1206-00-000							WRESTLING REF 1 MATCH 1/26	35.00
								WARRANT TOTAL								\$35.00
80545431	101665/	SHARI HARM														
		PV-170431						01-0000-0-4300-1110-1000-003-0300-82-000							CLASSROOM SUPPLIES	135.74
								WARRANT TOTAL								\$135.74
80545432	101314/	LEGALSHIELD														
		PV-170432						01-0000-0-9576-0000-0000-000-0000-00-000							0126086 DECEMBER 2016	51.80
								WARRANT TOTAL								\$51.80
80545433	101233/	MCGRAW-HILL SCHOOL EDUCATION														
		175046 PO-170046	1.					01-5810-0-5875-1110-1000-003-1210-00-000							96166029001 ALEK MATH SUBSCRIP	27.50
								WARRANT TOTAL								\$27.50
80545434	003202/	JOE MURCHISON														
		PV-170433						01-0000-0-5210-0000-7100-000-0000-00-000							MILEAGE JANUARY 2017	128.26
								WARRANT TOTAL								\$128.26
80545435	100633/	ORGANIZED SPORTSWEAR														
		175098 PO-170098	1.					01-0000-0-4300-1110-1000-003-0302-00-000							94213 GT P E CLOTHES	1,718.93
								WARRANT TOTAL								\$1,718.93
80545436	000232/	PACIFIC GAS & ELECTRIC COMPANY														
		PV-170434						01-0000-0-5540-0000-8100-000-0000-00-000							0991367996-6 EXT DAY	204.15
								01-0000-0-5540-0000-8100-002-0000-00-000							0991367996-6 SM	2,541.14
								01-0000-0-5540-0000-8100-003-0000-00-000							0991367996-6 GT	4,061.16
								WARRANT TOTAL								\$6,806.45
80545437	007927/	PLATT ELECTRIC SUPPLY INC														
		PV-170435						01-0000-0-6200-0000-8500-002-0469-00-000							L102495 SM BOOKROOM MATERIALS	895.41
								01-0000-0-6200-0000-8500-002-0469-00-000							L113433 SM BOOKROOM MATERIALS	486.55
								01-0000-0-6200-0000-8500-002-0469-00-000							L297833 SM BOOKROOM MATERIALS	65.06
								01-0000-0-6200-0000-8500-002-0469-00-000							L280003 SM BOOKROOM MATERIALS	12.34

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
								01-0000-0-6200-0000-8500-002-0469-00-000							L280032 SM BOOKROOM MATERIALS	122.85
								01-0000-0-6200-0000-8500-002-0469-00-000							L292561 SM BOOKROOM MATERIALS	11.82
								01-0000-0-6200-0000-8500-002-0469-00-000							L273764 SM BOOKROOM MATERIALS	41.58
								WARRANT TOTAL							\$1,635.61	
80545438	101871/	BRANDON PRENTICE														
		PV-170436						01-1100-0-5807-1110-4200-003-1206-00-000							WRESTLING REF 1 MATCH 1/26	35.00
								WARRANT TOTAL							\$35.00	
80545439	101128/	SCHOOLS INSURANCE AUTHORITY														
		PV-170438						01-0000-0-3901-1110-1000-000-0000-00-000							DIST PD RET VISION FEB 2017	41.40
								01-0000-0-9570-0000-0000-000-0000-00-000							EMP VISION FEB 2017	1,597.32
								01-0000-0-9570-0000-0000-000-0000-00-000							RET VISION FEB 2017	481.86
								WARRANT TOTAL							\$2,120.58	
80545440	101209/	SELF-INSURED SCHOOLS OF CALIF														
		PV-170439						01-0000-0-3901-1110-1000-000-0000-00-000							DIST PD RET FEB 2017	1,174.60
								01-0000-0-3901-1110-1000-000-0000-00-000							DIST PD RET DNTL FEB 2017	150.00
								01-0000-0-9570-0000-0000-000-0000-00-000							EMP MED FEB 2017	54,009.00
								01-0000-0-9570-0000-0000-000-0000-00-000							EMP DNTL FEB 2017	6,840.00
								01-0000-0-9570-0000-0000-000-0000-00-000							RET MED FEB 2017	5,189.40
								01-0000-0-9570-0000-0000-000-0000-00-000							RET DNTL FEB 2017	1,922.00
								WARRANT TOTAL							\$69,285.00	
80545441	004234/	SKI AIR INCORPORATED														
		PV-170440						01-8150-0-5600-0000-8100-002-0000-00-000							SW31995 SM E BLDG HVAC REPAIRS	996.97
								WARRANT TOTAL							\$996.97	
80545442	000558/	TRUE VALUE HARDWARE														
		PV-170441						01-0000-0-6200-0000-8500-002-0469-00-000							622809 SM BOOKROOM MATERIALS	33.80
								WARRANT TOTAL							\$33.80	

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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
80545443	101027/	MICHELE WAGSTROM				
	PV-170442	01-0000-0-5210-0000-7200-000-0000-00-000		MILEAGE JANUARY 2017		67.84
		WARRANT TOTAL				\$67.84
***	BATCH TOTALS ***	TOTAL NUMBER OF CHECKS:	35	TOTAL AMOUNT OF CHECKS:		\$100,780.79*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$ .00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$ .00*
		TOTAL PAYMENTS:	35	TOTAL AMOUNT:		\$100,780.79*
***	DISTRICT TOTALS ***	TOTAL NUMBER OF CHECKS:	35	TOTAL AMOUNT OF CHECKS:		\$100,780.79*
		TOTAL ACH GENERATED:	0	TOTAL AMOUNT OF ACH:		\$ .00*
		TOTAL EFT GENERATED:	0	TOTAL AMOUNT OF EFT:		\$ .00*
		TOTAL PAYMENTS:	35	TOTAL AMOUNT:		\$100,780.79*

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WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80546850	008233/	AMERICAN FIDELITY ASSURANCE														
		PV-170443		01	0000	0	9582	0000	0000	0000	00	000		8571067	MARCH 2017	1,204.94
																\$1,204.94
80546851	007568/	AMERICAN FIDELITY ASSURANCE CO														
		PV-170457		01	0000	0	9582	0000	0000	0000	00	000		1465067A	MAY 2017	535.00
																\$535.00
80546852	100716/	AT&T														
		PV-170444		01	0000	0	5901	0000	2700	003	1210	00	000	9203771	GT	64.97
				01	0000	0	5901	0000	7200	000	1210	00	000	9203769	ALARM LINES	30.65
				01	0000	0	5901	0000	7200	000	1210	00	000	9203770	D O	30.58
				01	0000	0	5901	0000	7700	000	1210	00	000	9203768	PRI	282.46
																\$408.66
80546853	101772/	APRIL BRANDT														
		PV-170445		01	6300	0	4100	1110	1000	002	0000	00	000	CS	KINDER DAILY 5/SCIENCE	85.35
																\$85.35
80546854	100123/	CALIFORNIA CUSTOM TEES														
	175116	PO-170116	1.	01	0000	0	4300	1110	1000	003	0104	00	000	45746	4TH GR FT SWEATSHIRTS	1,196.88
																\$1,196.88
80546855	000352/	CALTRONICS BUSINESS SYSTEMS														
		PV-170460		01	0000	0	4300	0000	2700	003	0000	33	000	2201717	TONER SHIPPING	12.00
																\$12.00
80546856	101862/	CASPER'S MUFFLER & HITCH SVD														
	175111	PO-170111	1.	01	0000	0	5600	0000	8100	000	0000	00	000	GT	TRUCK HITCH & INSTALLATION	614.03
																\$614.03
80546857	101683/	SIERRA CLARK														
		PV-170447		01	0000	0	4300	1110	1000	002	0300	68	000	CLASSROOM	SUPPLIES	35.38
				01	6300	0	4100	1110	1000	002	0000	00	000	CS	ELA 2ND GRADE	38.00
		PV-170451		01	0000	0	4300	1110	1000	002	0300	68	000	CLASSROOM	SUPPLIES	41.55



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WARRANT	VENDOR/ADDR	NAME (REMIT)	DEPOSIT TYPE	ABA NUM	ACCOUNT NUM	AMOUNT
REQ#	REFERENCE	LN	FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH	DESCRIPTION		
			01-0000-0-4300-1110-1000-002-0300-68-000	CLASSROOM SUPPLIES		60.09
			WARRANT TOTAL			\$175.02
80546858	011529/	THE DANIELSEN CO				
	175048	PO-170048	1. 13-5310-0-4700-0000-3700-000-0800-00-000	122583 LUNCH FOOD		1,458.37
	175048		2. 13-5310-0-4700-0000-3700-000-0801-00-000	122583 BREAKFAST FOOD		638.34
	175048		3. 13-5310-0-4700-0000-3700-000-0802-00-000	122583 ALA CARTE FOOD		17.65
			WARRANT TOTAL			\$2,114.36
80546859	100999/	DAWSON OIL COMPANY				
	175068	PO-170068	1. 01-0000-0-4370-0000-3600-000-0000-00-000	73191 BUS FUEL JAN 2017		1,358.37
			WARRANT TOTAL			\$1,358.37
80546860	000625/	DIAMOND PACIFIC				
	PV-170446		01-0000-0-6200-0000-8500-002-0469-00-000	192483907 SM BKRM MATERIALS		172.70
			WARRANT TOTAL			\$172.70
80546861	009873/	KEVEN DUNN				
	PV-170448		01-0000-0-4300-0000-8100-002-0000-00-000	SM MAINTENANCE SUPPLIES		33.63
			01-0000-0-4300-1110-1000-002-0300-55-000	SM RECESS SUPPLIES		81.01
			01-0000-0-4300-1110-1000-002-0300-90-000	SM P E SUPPLIES		169.72
			WARRANT TOTAL			\$284.36
80546862	000126/	EL DORADO COUNTY OFFICE				
	PV-170449		01-0000-0-5809-0000-3600-000-0000-00-000	170504 RNDM DRG TSTNG-NOV		56.63
			01-0000-0-5809-0000-3600-000-0000-00-000	170489 RNDM DRG TSTNG-DEC		19.47
			01-0000-0-5812-0000-7200-000-0000-00-000	170524 FINGERPRINTING OCT		20.00
			WARRANT TOTAL			\$96.10
80546863	101346/	FERRELLGAS				
	PV-170450		01-0000-0-5530-0000-8100-000-0000-00-000	79837020 EXT DAY TANK RENTAL		30.00
			WARRANT TOTAL			\$30.00
80546864	100036/	FOOTHILL FOOD SERVICE INC				
	175049	PO-170049	1. 13-5310-0-4700-0000-3700-000-0800-00-000	475607 LUNCH FOOD		179.84

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	175049		1.					13-5310-0-4700-0000-3700-000-0800-00-000							475625 LUNCH FOOD	60.52-
	175049		1.					13-5310-0-4700-0000-3700-000-0800-00-000							476402 LUNCH FOOD	256.17
	175049		1.					13-5310-0-4700-0000-3700-000-0800-00-000							476401 LUNCH FOOD	289.79
	175049		1.					13-5310-0-4700-0000-3700-000-0800-00-000							476152 LUNCH FOOD	91.73
	175049		1.					13-5310-0-4700-0000-3700-000-0800-00-000							476151 LUNCH FOOD	76.55
	175049		1.					13-5310-0-4700-0000-3700-000-0800-00-000							476130 LUNCH FOOD	20.71-
	175049		1.					13-5310-0-4700-0000-3700-000-0800-00-000							476060 LUNCH FOOD	156.31
	175049		1.					13-5310-0-4700-0000-3700-000-0800-00-000							476059 LUNCH FOOD	392.86
	175049		1.					13-5310-0-4700-0000-3700-000-0800-00-000							475739 LUNCH FOOD	177.13
	175049		1.					13-5310-0-4700-0000-3700-000-0800-00-000							475738 LUNCH FOOD	277.37
	175049		2.					13-5310-0-4700-0000-3700-000-0801-00-000							476059 BREAKFAST FOOD	56.13
	175049		2.					13-5310-0-4700-0000-3700-000-0801-00-000							476401 BREAKFAST FOOD	31.46
	175049		2.					13-5310-0-4700-0000-3700-000-0801-00-000							476402 BREAKFAST FOOD	15.10
	175049		2.					13-5310-0-4700-0000-3700-000-0801-00-000							475738 BREAKFAST FOOD	27.92
	175049		2.					13-5310-0-4700-0000-3700-000-0801-00-000							475739 BREAKFAST FOOD	31.24
	175049		3.					13-5310-0-4700-0000-3700-000-0802-00-000							476401 ALA CARTE FOOD	16.66
	175049		3.					13-5310-0-4700-0000-3700-000-0802-00-000							476059 ALA CARTE FOOD	11.57
	175049		3.					13-5310-0-4700-0000-3700-000-0802-00-000							475739 ALA CARTE FOOD	7.11
	175049		3.					13-5310-0-4700-0000-3700-000-0802-00-000							475607 ALA CARTE FOOD	33.32
								WARRANT TOTAL								\$2,047.03
80546865	101115/	AMBER GARCIA														
		PV-170452						01-0000-0-4300-1110-1000-003-0300-67-000							CLASSROOM SUPPLIES	42.60
								WARRANT TOTAL								\$42.60
80546866	079952/	GOLD STAR FOODS INC														
	175050	PO-170050	1.					13-5310-0-4700-0000-3700-000-0800-00-000							1894670 LUNCH FOOD	120.21

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	175050		1.				13-5310-0-4700-0000-3700-000-0800-00-000								1921924 LUNCH FOOD	2,027.10
	175050		2.				13-5310-0-4700-0000-3700-000-0801-00-000								1921924 BREAKFAST FOOD	1,095.91
	175050		3.				13-5310-0-4700-0000-3700-000-0802-00-000								18946701 ALA CARTE FOOD	216.94
	175050		3.				13-5310-0-4700-0000-3700-000-0802-00-000								1921924 ALA CARTE FOOD	228.10
							WARRANT TOTAL									\$3,688.26
80546867	101708/	GROWING HEALTHY CHILDREN														
		PV-170453					01-6500-0-5806-5770-1120-000-0000-00-000								GTUSD_1701 OT SVCS JAN 2017	630.00
							WARRANT TOTAL									\$630.00
80546868	100904/	HILLYARD/SACRAMENTO														
	175123	PO-170123	1.				01-0000-0-4300-0000-8100-000-0000-00-000								602409219 CUSTODIAL SUPPLIES	1,770.94
							WARRANT TOTAL									\$1,770.94
80546869	000102/	HM RECEIVABLES CO LLC														
	175119	PO-170122	1.				01-6300-0-4100-1110-1000-003-0000-00-000								952913387 CB 7TH GR ACCEL MATH	4,101.09
							WARRANT TOTAL									\$4,101.09
80546870	100029/	BRAD JACKSON														
		PV-170454					01-0000-0-5901-0000-8100-000-1210-00-000								2016/2017 CELL PHONE USAGE	360.00
							WARRANT TOTAL									\$360.00
80546871	101872/	LITERARY RESOURCES INC														
	175126	PO-170126	1.				01-6300-0-4100-1110-1000-002-0000-00-000								21403 PHONEMIC AWARENESS SM	239.97
							WARRANT TOTAL									\$239.97
80546872	004638/	MOORE MEDICAL														
		PO-173085	1.				01-0000-0-4300-0000-3140-000-0000-00-000								83203130I FIRST AIDE SUPPLIES	68.70
							WARRANT TOTAL									\$68.70
80546873	100834/	MARGARET MOORE														
		PV-170455					01-0000-0-4300-0000-3140-000-0000-00-000								NURSE ROOM SUPPLIES	63.33
							WARRANT TOTAL									\$63.33
80546874	003269/	SANDI MORGAN														
		PV-170458					01-0000-0-5835-1110-1000-003-0104-00-000								PETALUMA ADOBE ENTRY FEE FT	500.00

DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 7025 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
WARRANT TOTAL																\$500.00
80546875	101621/	MONIQUE NEELY														
		PV-170456		13	0000	0	9598	0000	0000	0000	00	0000			REPLACE LOST CAFE REFUND CK	32.15
WARRANT TOTAL																\$32.15
80546876	101616/	NEW MORNING														
		PV-170459		01	0600	0	4300	1110	1000	002	0000	00	0000		BOOKS FOR PARENTING CLASSES	325.00
WARRANT TOTAL																\$325.00
80546877	009356/	OFFICE DEPOT														
		PO-173076	1.	01	0000	0	4300	1110	1000	003	0300	71	000	892234644001	MULLIGAN CLS SUPP	16.15
			1.	01	0000	0	4300	1110	1000	003	0300	71	000	892234068001	MULLIGAN CLS SUPP	76.11
		PO-173078	1.	01	0000	0	4300	1110	1000	003	0300	69	000	893572408001	J MOLINARI CLS SU	39.10
			1.	01	0000	0	4300	1110	1000	003	0300	69	000	893856370001	J MOLINARI CLS SU	13.90
			1.	01	0000	0	4300	1110	1000	003	0300	69	000	893572560001	J MOLINARI CLS SU	33.28
			1.	01	0000	0	4300	1110	1000	003	0300	69	000	893572408002	J MOLINARI CLS SU	34.15
			1.	01	0000	0	4300	1110	1000	003	0300	69	000	893856036001	J MOLINARI CLS SU	49.52
			1.	01	0000	0	4300	1110	1000	003	0300	69	000	893572559001	J MOLINARI CLS SU	107.41
		PO-173079	1.	01	0000	0	4300	1110	1000	003	0300	74	000	895152682001	MORGAN CLS SUPPLY	35.90
		PO-173080	1.	01	0000	0	4300	0000	7200	000	0000	00	000	895590165001	D O SUPPLIES	61.55
			1.	01	0000	0	4300	0000	7200	000	0000	00	000	895590402001	D O SUPPLIES	9.15
		PO-173081	1.	01	0000	0	4300	1110	1000	003	0300	69	000	896732540001	J MOLINARI CLS SU	45.75
			1.	01	0000	0	4300	1110	1000	003	0300	69	000	896732940001	J MOLINARI CLS SU	20.50
		PO-173082	1.	01	0000	0	4300	0000	2700	002	0000	22	000	897337462001	SM OFFICE SUPPLIE	8.06
			1.	01	0000	0	4300	0000	2700	002	0000	22	000	897336741001	SM OFFICE SUPPLIE	31.88
		PO-173084	1.	01	0000	0	4300	0000	7200	000	0000	00	000	898123880001	D O SUPPLIES	67.65
		PO-173086	1.	01	0000	0	4300	1110	1000	003	0000	00	000	899233107001	GT FILLER PAPER	93.74

APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 02/23/2017

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DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 7025 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE	LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
		PO-173088	1.	01-0000-0-4300-1110-1000-003-0300-62-000											898736258001 ROMIG CLS SUPPLY	44.72
			1.	01-0000-0-4300-1110-1000-003-0300-62-000											898736857001 ROMIG CLS SUPPLY	95.11
		PO-173089	1.	01-0000-0-4300-1110-1000-000-0000-00-000											90020571001 DISTRICT PAPER	278.00
			1.	01-0000-0-4300-1110-1000-000-0000-00-000											901019937001 DISTRICT PAPER	96.98
		PO-173090	2.	01-0000-0-4300-0000-7200-000-0000-00-000											901686456001 DISTRICT SUPPLIES	45.84
			1.	13-5310-0-4300-0000-3700-000-0000-00-000											901686456001 CAFE SUPPLIES	6.93
			1.	13-5310-0-4300-0000-3700-000-0000-00-000											901687955001 CAFE SUPPLIES	11.74
															WARRANT TOTAL	\$1,323.12
80546878	000232/	PACIFIC GAS & ELECTRIC COMPANY														
		PV-170461		01-0000-0-5540-0000-8100-003-0000-00-000											1274317581-7 GT STREET LIGHT	41.20
															WARRANT TOTAL	\$41.20
80546879	077441/	PLACERVILLE GROCERY OUTLET														
		175051 PO-170051	1.	13-5310-0-4700-0000-3700-000-0800-00-000											LUNCH FOOD	452.96
		175051	2.	13-5310-0-4700-0000-3700-000-0801-00-000											BREAKFAST FOOD	234.99
		175051	3.	13-5310-0-4700-0000-3700-000-0802-00-000											ALA CARTE FOOD	70.14
															WARRANT TOTAL	\$758.09
80546880	007927/	PLATT ELECTRIC SUPPLY INC														
		PV-170462		01-0000-0-6200-0000-8500-002-0469-00-000											L321863 SM BOOKROOM MATERIALS	1,100.39
															WARRANT TOTAL	\$1,100.39
80546881	101234/	READ NATURALLY														
		175118 PO-170118	1.	01-5810-0-5875-5770-1120-003-1210-00-000											213138 SP ED READ NATURALLY	979.20
															WARRANT TOTAL	\$979.20
80546882	011513/	RISO PRODUCTS OF SACRAMENTO														
		PV-170463		01-1100-0-5600-0000-7200-000-1210-00-000											166562 D O COPIER	1,615.97
				01-1100-0-5600-1110-1000-002-1210-00-000											166561 SM COPIER	431.34
															WARRANT TOTAL	\$2,047.31

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EL DORADO COUNTY OFFICE OF EDUCATION  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 02/23/2017

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80546883	100846/	WENDY SCARLETT													
		PV-170464		01-0000-0-5210-0000-7200-000-0000-00-000										MILEAGE JANUARY 2017	50.62
														WARRANT TOTAL	\$50.62
80546884	003679/	SCHOOLS INSURANCE AUTHORITY													
		PV-170465		01-0000-0-5410-0000-7200-000-0000-00-000										PL2017-049 16/17 P&L 1/2	13,388.00
				01-0000-0-9560-0000-0000-000-0000-00-000										WC2017-42 16/17 WC CONTRIB	26,603.00
														WARRANT TOTAL	\$39,991.00
80546885	003783/	SFS OF SACRAMENTO INC													
	175052	PO-170052	1.	13-5310-0-4700-0000-3700-000-0800-00-000										131108205 LUNCH FOOD	541.30
	175052		2.	13-5310-0-4700-0000-3700-000-0801-00-000										131108205 BREAKFAST FOOD	348.83
														WARRANT TOTAL	\$890.13
80546886	023212/	SHELL FLEET MANAGEMENT													
		PV-170466		01-0000-0-4370-0000-3600-000-0000-00-000										8000061765 TRANSP FUEL	11.53
				01-9022-0-4370-0000-3600-000-0000-00-000										8000061765 MV HTS FUEL	23.06
				13-5310-0-4370-0000-3700-000-0000-00-000										8000061765 CAFE FUEL	11.53
														WARRANT TOTAL	\$46.12
80546887	100121/	SHIFFLER EQUIPMENT SALES INC													
	175114	PO-170114	1.	01-0000-0-4300-0000-8100-003-0000-00-000										1701208700 GT DESK SET SCREWS	44.59
														WARRANT TOTAL	\$44.59
80546888	101394/	SIERRA WEST OFFICIALS ASSOC													
		PV-170467		01-1100-0-5807-1110-4200-003-1206-00-000										21217-GTG GRLS BSKTBL OFFICALS	840.00
														WARRANT TOTAL	\$840.00
80546889	101479/	JENNA STIGALL													
		PV-170468		01-0000-0-4300-1110-1000-002-0300-59-000										STIGALL CLASSROOM SUPPLIES	44.94
														WARRANT TOTAL	\$44.94
80546890	101865/	SUMMITVIEW													
		PV-170469		01-6500-0-5806-5770-1120-000-0000-00-000										SOC WORK SVCS 01/2017	202.80
														WARRANT TOTAL	\$202.80

DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 7025 GTUSD ACCOUNTS PAYABLE

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APY250 L.00.05

EL DORADO COUNTY OFFICE OF EDUCATION  
COMMERCIAL WARRANT REGISTER  
FOR WARRANTS DATED 02/23/2017

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DISTRICT: 005 Gold Trail Union School Dist  
BATCH: 7025 GTUSD ACCOUNTS PAYABLE

WARRANT	VENDOR/ADDR REQ#	NAME (REMIT) REFERENCE LN	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	ABA NUM	ACCOUNT NUM DESCRIPTION	AMOUNT
80546898	101876/	WM LAMPTRACKER													
		PV-170472		01-6230-0-5560-0000-8100-000-0000-00-000										5847-2819-0 DISPOSE FLOUR LMPS	548.09
														WARRANT TOTAL	\$548.09
80546899	101873/	ZYTECH SOLUTIONS INC													
		175127 PO-170127	1.	01-1100-0-5600-1110-1000-003-1210-00-000										4215 GT CHROMEBOOK REPAIRS	143.08
														WARRANT TOTAL	\$143.08
***	BATCH TOTALS ***														
		TOTAL NUMBER OF CHECKS:		50										TOTAL AMOUNT OF CHECKS:	\$90,284.10*
		TOTAL ACH GENERATED:		0										TOTAL AMOUNT OF ACH:	\$ .00*
		TOTAL EFT GENERATED:		0										TOTAL AMOUNT OF EFT:	\$ .00*
		TOTAL PAYMENTS:		50										TOTAL AMOUNT:	\$90,284.10*
***	DISTRICT TOTALS ***														
		TOTAL NUMBER OF CHECKS:		50										TOTAL AMOUNT OF CHECKS:	\$90,284.10*
		TOTAL ACH GENERATED:		0										TOTAL AMOUNT OF ACH:	\$ .00*
		TOTAL EFT GENERATED:		0										TOTAL AMOUNT OF EFT:	\$ .00*
		TOTAL PAYMENTS:		50										TOTAL AMOUNT:	\$90,284.10*



<b>AGENDA ITEM</b> <b>Consent</b>
--------------------------------------

**8.3 Personnel**

**BACKGROUND**

***Hiring***

A Garcia, Athletic Coach: Track, effective 2016-17 school year

L Iverson, Coordinator: Special Curriculum Projects, effective 2016-17 school year

J Thompson, Maintenance/Custodian, 2 hours per day, effective February 7, 2017

***Resignation***

J Thompson, Custodian, 2 hours per day, effective February 6, 2017

***Re-classification***

J Whitmore, Teacher, 1.0 FTE, re-classified from temporary employee to probationary employee, effective November 1, 2016

**ATTACHMENTS**

➤ **None**

**BUDGETED**

☐ NA

☒ Yes

☐ No

☐ Cost Analysis Follows

**RECOMMENDATION**

Approve the action.

**NOTES**

***If pulled from Consent***

<b><i>ACTION</i></b>		<b><i>Moved</i></b>		<b><i>Seconded</i></b>	
<div><input type="checkbox"/> <i>Approved as is</i></div> <div><input type="checkbox"/> <i>Not approved</i></div> <div><input type="checkbox"/> <i>Amended to read:</i></div>					
<b><i>Vote</i></b>	<b><i>Ayes</i></b>	<b><i>Noes</i></b>	<b><i>Absent</i></b>	<b><i>Abstain</i></b>	

<b>AGENDA ITEM</b> <b>Consent</b>
--------------------------------------

**8.4 Job Description**  
**Teacher Associate Signing Aide for the Deaf or Hard of Hearing (DHOH)**

**BACKGROUND**

With the need for specialized services for our students, this new job description is brought forward for Board approval.

**ATTACHMENTS**

- **Job Description for Teacher Associate Signing Aide (DHOH)**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

Approve the job description.

**NOTES**

***If pulled from Consent***

<b>ACTION</b>		<i>Moved</i>		<i>Seconded</i>	
<div><input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i></div>					
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

Gold Trail Union School District  
**POSITION DESCRIPTION**

**Teacher Associate (Special Education) Signing Aide  
For The Deaf or Hard of Hearing (DHOH)**

Responsible To: Special Education Teacher(s) & Site Administrator	Series: Classified	Division: School Administration
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**Basic Function**

Under minimal direction of teacher(s), assists DHOH students by providing prescriptive instruction, supporting the needs of students according to the students' Individualized Education Plan (IEP), and effectively communicating with students based on students' individual mode of communication; and performs other related work as assigned within the scope of this description. This position may have variable hours from year to year.

**Performance of Responsibilities**

1. Interprets for students in all academic subject areas, on a one-on-one basis, using American Sign Language (ASL), as appropriate, for the purpose of meeting the special needs of students in a variety of settings, i.e., integrated classroom instruction, recess, discussions, assemblies.
2. Provides daily direction/instruction to individuals or groups of students.
3. Develops instructional methods/materials based upon observation, testing, and/or teacher prescription.
4. Provides direction of independent study centers for instruction, reinforcement, to remedial students.
5. Prepares routine and specialized student assessment materials, interprets, and reports results to instructors.
6. Observes students and prepares written summaries of observation for teacher or members of specialized staff.
7. Assists substitutes through knowledge of student performance and special needs.
8. Plans daily activities.
9. Becomes knowledgeable of content, objectives, procedures, and desired outcome of reading, mathematics, language arts, and spelling as taught in the regular classroom and according to student(s) Individual Educational Program (IEP).
10. Maintains a high degree of confidentiality regarding students' personal information.
11. Assists with instruction and supervision of parent volunteers and C.A.T.'s (cross-age tutors).
12. Attends workshops and implements techniques as appropriate with students.
13. Performs basic clerical tasks including operation of various office and classroom equipment.

## **Experience**

-A minimum of two years experience as an Instructional Aide - Regular Classroom or the equivalent in a teaching/learning setting.

## **Education and Training Requirements**

1. High school diploma or the equivalent, **and**
2. Two years of college (48 units), **or**
3. A.A. degree (or higher), **or**
4. Pass a local assessment of knowledge and skills in assisting in instruction

## **Knowledge of**

- Deaf culture, educational development of students who are deaf or hard of hearing, and instructional methods and techniques used with students who are deaf or hard of hearing.
- Individual differences in student's mode of communication.
- Sign language skills to communicate with hearing impaired students and to interpret instructions and directions in a variety of settings including multiple academic subjects, recess and assemblies.
- Instructional material used at grade(s) levels(s)
- Application of curriculum content as it applies to individual differences.
- General needs and behavior of children
- Correct English usage, spelling, grammar, and punctuation
- Standard office equipment and modern office methods
- Basic knowledge of the computer

## **Ability To**

- Instruct under minimal guidance of the teacher in charge
- Establish and maintain effective relationships with adults and children
- Plan learning activities under guidance of teacher in charge
- Assume a high level of responsibility and independent activity
- Work effectively with children who have special needs.
- Participation in District/SELPA in-service workshops

## **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stop, kneel, crouch or crawl. The employee must possess adequate ability and physical strength to perform all of the essential tasks in the job classification. Vision sufficient to successfully perform the duties and responsibilities required of this position.

## **Equal Employment Opportunity Employer**

The information contained in this job description is for compliance with the American with Disabilities Act (ADA) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

Adopted by the Board of Trustees:

**AGENDA ITEM**

**Consent**

**8.5 Individual Services Agreement for Nonpublic, Nonsectarian School/Agency  
Services: Summitview Child and Family Services**

**BACKGROUND**

This agreement for services allows for students to attend a nonpublic school or receive services from a nonpublic agency. (*Education Code 56365*)

**ATTACHMENTS**

➤ **Individual Services Agreement**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

Approve the agreement.

**NOTES**

***If pulled from Consent***

<i><b>ACTION</b></i>		<i>Moved</i>		<i>Seconded</i>	
<div><input type="checkbox"/> <i>Approved as is</i></div> <div><input type="checkbox"/> <i>Not approved</i></div> <div><input type="checkbox"/> <i>Amended to read:</i></div>					
<i><b>Vote</b></i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

Master Contract

***2016-2017***

# Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

SUMMITVIEW CHILD AND FAMILY  
SERVICES

LEA

Contract Year 2016-2017

Nonpublic School

X

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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**2016-2017**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:** Gold Trail Union School District  
**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**  
Summitview Child and Family Services, Inc.

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2016, between Gold Trail Union School District, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado County SELPA and Summitview Child and Family Services, Inc. (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 AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification

issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2017. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available

as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

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

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

## **6. INDIVIDUAL SERVICES AGREEMENT**

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

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR

shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

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

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

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education 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 the contract, unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the

appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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



logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (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 Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

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

### PART I

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

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

CONTRACTOR shall not be entitled to any compensation for any special education and/or related services provided to any pupil for any period during which CONTRACTOR failed to fully comply with this Section 15.

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

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

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers'

Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.

- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000** Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000** per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000** per occurrence and **\$6,000,000** general aggregate.

If LEA or CONTRACTOR determines that 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 the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

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

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

## 17. INDEPENDENT CONTRACTOR

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

master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

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

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. 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 without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms 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 may 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 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided

by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

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

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or

when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide 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 and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

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

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, Section Education Codes 60851.5 and Section 60851.6 related to the suspension of the California High School Exit Exam (CAHSEE).

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to

authorize emergency services as requested. Licensed Children's Institution (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 Behavior Intervention Manager or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

## **23. INSTRUCTIONAL MINUTES**

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

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at 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 nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

## **24. CLASS SIZE**

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

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

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*



## **25. CALENDARS**

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

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

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

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

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

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress

reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the 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 nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), 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, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

## **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit serious behavioral challenges must receive timely and

appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary 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 does not BIP or Positive Behavior Intervention Plan ("PBIP"), 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. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program 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.

*(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)*

### **31. STUDENT DISCIPLINE**

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

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

### **32. IEP TEAM MEETINGS**

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

If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract unless otherwise agreed to in writing by the LEA.

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 SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect

the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

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

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

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

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office 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.

### **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).

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 assessment of the student one month prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. 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 assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

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

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

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (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 after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this

provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall 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 Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

### **40. PARENT ACCESS**

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

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

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

### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

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

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program

and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

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

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.

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

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

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

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

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

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



#### **43. STATE MEAL MANDATE**

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

#### **44. MONITORING**

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

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

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

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

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

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

### **PERSONNEL**

#### **45. CLEARANCE REQUIREMENTS**

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

none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

#### **46. STAFF QUALIFICATIONS**

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 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 and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

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

#### **48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic agency 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.

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

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

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

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

### **HEALTH AND SAFETY MANDATES**

#### **50. HEALTH AND SAFETY**

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

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

#### **51. FACILITIES AND FACILITIES MODIFICATIONS**

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

## **52. ADMINISTRATION OF MEDICATION**

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

## **53. INCIDENT/ACCIDENT REPORTING**

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

## **54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11165.7, AB 1432, 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.

## **55. SEXUAL HARASSMENT**

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

## **56. REPORTING OF MISSING CHILDREN**

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

## **FINANCIAL**

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

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the 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. 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 in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or 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 31<sup>st</sup> 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.

## **58. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change 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 entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

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

extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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

## **59. PAYMENT FROM OUTSIDE AGENCIES**

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

## **60. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 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 (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (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 (5<sup>th</sup>) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

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

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

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

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

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as 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 percentage of a 314-minute instructional day.

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

## **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 10th day of October, 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

**Summitview Child and Family Services, Inc.**  
Nonpublic School/Agency

**Gold Trail Union School District**

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

**Carla Wills, Administrator**  
Name and Title of Authorized Representative

**Joe Murchison, Superintendent**  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Carla Wills, Administrator	Name and Title Joe Murchison, Superintendent
Nonpublic School/Agency/Related Service Provider  Summitview Child and Family Services, Inc.	LEA  Gold Trail Union School District
Address 670 Placerville Drive	Address 1575 Old Ranch Road
City State Zip Placerville, CA 95667	City State Zip Placerville, CA 95667
Phone Fax 530-644-2412 x 208 530-644-8563	Phone Fax 530-626-3194 530-626-3199
Email cwills@summitviewtreatment.org	Email jmurchison@gtusd.org

Additional LEA Notification  
(Required if completed)

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Email

## EXHIBIT A: 2016-2017 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Summitview Child and Family Services, Inc.

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

#### a. General Program Tuition Rate

- 1) 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: \_\_\_\_\_

#### 2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<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>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	<u>1.69</u>	<u>per minute</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>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____

<u>Audiological Services (720)</u>	<u></u>	<u></u>
<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>

**AGENDA ITEM 9.0**

**ACTION ITEM: 2016-17 Second Interim Financial Report**

**BACKGROUND**

Wendy Scarlett, Chief Fiscal Officer, will present the mandated report to the Board for approval.  
(AR3460)

The 2016-17 Second Interim Financial Report will be available for review in hard copy at the District Office located on the Sutter's Mill School campus, 4801 Luneman Road, Placerville, CA. 95667, and on line on via the Business Office link on the District web page at [www.gtusd.org](http://www.gtusd.org). Administrative Regulation 3460 is included to further explain the need and requirements for subject report.

**ATTACHMENTS**

- AR 3460, Financial Reports and Accountability

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The Board will take action to accept the report.

**NOTES**

<b>ACTION</b>		<i>Moved</i>		<i>Seconded</i>	
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>					
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

# **Gold Trail Union SD**

## **Administrative Regulation**

### **Financial Reports And Accountability**

AR 3460

#### **Business and Noninstructional Operations**

##### **Interim Reports**

Each interim fiscal report developed pursuant to Education Code 42130 shall include an assessment of the district budget as revised to reflect current information regarding the adopted state budget, district property tax revenues, if any, and ending balances for the preceding fiscal year. (Education Code 42130, 42131)

The interim reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, estimation of average daily attendance (ADA), projected enrollment, ratio of ADA to enrollment, projected local control funding formula (LCFF) revenue, salaries and benefits, other revenues and expenditures, and facilities maintenance. For purposes of assessing projections of LCFF revenue, the first interim report shall be compared to the adopted district budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

(cf. 3100 - Budget)

(cf. 3220.1 - Lottery Funds)

(cf. 3300 - Expenditures and Purchases)

(cf. 3314 - Payment for Goods and Services)

The report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, the status of labor agreements, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

(cf. 3110 - Transfer of Funds)

##### **Audit Report**

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with

the auditor selected by the Board of Trustees to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

The audit shall include an audit of income and expenditures by source of funds for all funds of the district, including the student body and cafeteria funds and accounts, state and federal grant funds, and any other funds under the control or jurisdiction of the district, as well as an audit of student attendance procedures. The audit shall also include a determination of whether LCFF funds were expended in accordance with the district's local control and accountability plan or an approved annual update of the plan. (Education Code 41020)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3230 - Federal Grant Funds)

(cf. 3430 - Investing)

(cf. 3451 - Petty Cash Funds)

(cf. 3452 - Student Activity Funds)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

If the district participates in the school district of choice program to accept interdistrict transfers, the Superintendent or designee shall notify the auditor, prior to the commencement of the audit, that the audit must include a review of the district's compliance with specified program requirements. (Education Code 48301)

(cf. 5117 - Interdistrict Attendance)

If an audit finding results in the district being required to repay an apportionment or pay a penalty, the district may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the district, it shall not provide any nonauditing, management, or other consulting services for the district except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

## Fund Balance

In accordance with GASB Statement 54, external financial reports shall report fund balances in the general fund within the following classifications based on the relative strength of constraints placed on the purposes for which resources can be used:

1. Nonspendable fund balance, including amounts that are not expected to be converted to cash, such as resources that are not in a spendable form or are legally or contractually required to be maintained intact
2. Restricted fund balance, including amounts constrained to specific purposes by their providers or by law



3. Committed fund balance, including amounts constrained to specific purposes by the Board
4. Assigned fund balance, including amounts which the Board or its designee intends to use for a specific purpose
5. Unassigned fund balance, including amounts that are available for any purpose

#### Negative Balance Report

Whenever the district reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

#### Non-Voter-Approved Debt Report

Upon approval by the Board to proceed with the issuance of revenue bonds or any agreement for financing school construction pursuant to Education Code 17170-17199.5, the Superintendent or designee shall notify the County Superintendent of Schools and the county auditor. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with related repayment schedules and evidence of the district's ability to repay the obligation. (Education Code 17150)

(cf. 7214 - General Obligation Bonds)

When the Board is considering the issuance of certificates of participation and other debt instruments that are secured by real property and do not require the approval of the voters of the district, the Superintendent or designee shall provide notice to the County Superintendent and county auditor no later than 30 days before the Board's approval to proceed with issuance. The Superintendent or designee shall provide the Board, the county auditor, the County Superintendent, and the public with information necessary to assess the anticipated effect of the debt issuance, including related repayment schedules, evidence of the district's ability to repay the obligation, and the issuance costs. (Education Code 17150.1)

#### Other Postemployment Benefits Report

In accordance with GASB Statement 75, the district's financial statements shall report the expense of nonpension other postemployment benefits (OPEBs) on an accrual basis over retirees' active working lifetime, as determined by a qualified actuary procured by the Superintendent or designee. To the extent that these OPEBs are not prefunded, the district shall report a liability on its financial statements.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Superintendent or designee shall annually present the estimated accrued but unfunded cost of OPEBs and the actuarial report upon which those costs are based at a public meeting of the Board. (Education Code 42140)

The district's financial obligation for OPEBs shall be reevaluated every two years in accordance with GASB 75.

#### Workers' Compensation Claims Report

The Superintendent or designee shall annually provide the Board, at a public meeting, information and related actuarial reports showing the estimated accrued but unfunded cost of workers' compensation claims. The estimate of costs shall be based on an actuarial report completed at least every three years by a qualified actuary. (Education Code 42141)

Regulation     GOLD TRAIL UNION SCHOOL DISTRICT  
approved: November 10, 2016     Placerville, California

**AGENDA ITEM 10.0**

**ACTION ITEM: 2017-18 and 2018-19 Calendar Adoption**

**BACKGROUND**

For each district school, the Board of Trustees shall adopt a school calendar that meets the requirements of law as well as the needs of the community, students, and the work year as negotiated with the district's employee organization(s). As appropriate, the Superintendent or designee shall ensure that the proposed calendar is aligned with assessment and accountability schedules in order to support the district's goals for student achievement. Each school calendar shall show the beginning and ending school dates, legal and local holidays, staff development days, orientation days, minimum days, vacation periods, and other pertinent dates. The district shall offer 180 days of instruction per school year, except for any school year in which the district and employee organization(s) agree to have fewer days of instruction pursuant to the authorization in Education Code 46201.2. (*Board Policy 6111*)

The Board will take action to adopt the calendar as proposed by staff

**ATTACHMENTS**

- **2017-18 Student Calendar**
- **2018-19 Student Calendar**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The Board will take action to adopt the calendars.

**NOTES**

<b>ACTION</b>		<i>Moved</i>		<i>Seconded</i>	
<div><input type="checkbox"/> <i>Approved as is</i></div> <div><input type="checkbox"/> <i>Not approved</i></div> <div><input type="checkbox"/> <i>Amended to read:</i></div>					
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

180 Student Attendance Days

2017 August 12				
M	T	W	T	F
31	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

14&15 Staff Development  
 14 SM K/TK Back to School Night  
**16 First Day of School**  
 17 GT Back to School Night  
 24 SM 1/3 Back to School Night

2017 September 20				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1 Early Release Day (Training)  
 4 Labor Day (No School)

2017 October 22				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

6 Early Release Day (Training)  
 20 Progress Reports (Gold Trail)  
 30-31 Conferences (Minimum Days)

2017 November 16				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

1-3 Conferences (Minimum Days)  
 10 Veteran's Day (No School)  
 20-24 Thanksgiving Break

2017 December 11				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

15 Minimum Day  
 15 Report Cards (Gold Trail)  
 18-29 Winter Break (No School)

2018 January 17				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

1-5 Winter Break (No School)  
 15 MLK Jr. Day (No School)

2018 February 18				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

2 Early Release Day (Training)  
 12 Lincoln's Day (No School)  
 19 President's Day (No School)

2018 March 17				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

2 Early Release Day (Training)  
 9 Progress Reports (Gold Trail)  
 19-23 Conferences (Minimum Days)  
 26-30 Spring Break (No School)

2018 April 20				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

2 Spring Break (No School)  
 13 Early Release Day (Training)

2018 May 22				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

4 Early Release Day (Training)  
 22 GT Open House/POPs Concert  
 24 SM Open House  
 25 Early Release Day (Training)  
 28 Memorial Day (No School)

2018 June 5				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

7 Report Cards/Minimum Day  
 7 Last Day of School/Graduation  
 8 Staff Work Day (Flex Day)



## Arrival/Departure Times

### Regular Day

GT 8:00 a.m. to 2:30 p.m.  
 SM 8:05 a.m. to 2:10 p.m.

### Early Release/Minimum Day

GT 8:00 a.m. to 12:30 p.m.  
 SM 8:05 a.m. to 12:10 p.m.

 Minimum Day  
 School Not in Session

Approved by Employees: March 3, 2017

Approved by Board of Trustees:

Distributed to Families & Staff:

5/24 UMHS Graduation

5/25 ORHS, PHS Graduation

5/26 EDHS, EDUHS Graduation

180 Student Attendance Days

2018 August					13
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

13&14 Staff Development  
 13 SM K/TK Back to School Night  
**15 First Day of School**  
 16 GT Back to School Night  
 23 SM 1/3 Back to School Night  
 31 Early Release Day (Training)

2018 September					19
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

3 Labor Day (No School)

2018 October					23
M	T	W	T	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

5 Early Release Day (Training)  
 19 Progress Reports (Gold Trail)  
 29-31 Conferences (Minimum Days)

2018 November					16
M	T	W	T	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

1-2 Conferences (Minimum Days)  
 12 Veteran's Day (No School)  
 19-23 Thanksgiving Break

2018 December					10
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

14 Minimum Day  
 14 Report Cards (Gold Trail)  
 17-31 Winter Break (No School)

2019 January					18
M	T	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

1-4 Winter Break (No School)  
 21 MLK Jr. Day (No School)

2019 February					18
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28		

1 Early Release Day (Training)  
 15 Lincoln's Day (No School)  
 18 President's Day (No School)

2019 March					21
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

1 Early Release Day (Training)  
 8 Progress Reports (Gold Trail)  
 18-22 Conferences (Minimum Days)

2019 April					16
M	T	W	T	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				

12 Early Release Day (Training)  
 15-22 Spring Break (No School)

2019 May					22
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

3 Early Release Day (Training)  
 21 GT Open House/POPs Concert  
 23 SM Open House  
 24 Early Release Day (Training)  
 27 Memorial Day (No School)

2019 June					4
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

6 Report Cards/Minimum Day  
 6 Last Day of School/Graduation  
 7 Staff Work Day (Flex Day)

## Arrival/Departure Times

### Regular Day

GT 8:00 a.m. to 2:30 p.m.

SM 8:05 a.m. to 2:10 p.m.

### Early Release/Minimum Day

GT 8:00 a.m. to 12:30 p.m.

SM 8:05 a.m. to 12:10 p.m.

	Minimum Day
	School Not in Session

Approved by Employees: March 3, 2017

Approved by Board of Trustees:

Distributed to Families & Staff:

5/23 UMHS Graduation

5/24 ORHS, PHS Graduation

5/25 EDHS, EDUHSD Graduation

**AGENDA ITEM 11.0**

**ACTION ITEM: Resolution 2016-17:03-01 Reduction of Certificated Employees**

**BACKGROUND**

The Board will adopt the Resolution allowing for initial notice of reduction of certificated staff for the 2017-18 school year.

**ATTACHMENTS**

➤ **Resolution 2016-17:03-01 Reduction of Certificated Employees**

**BUDGETED**

☐ NA      ☒ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The Board will adopt subject resolution.

**NOTES**

<i><b>ACTION</b></i>		<i>Moved</i>	<i>Seconded</i>		
<div><input type="checkbox"/> <i>Approved as is</i></div> <div><input type="checkbox"/> <i>Not approved</i></div> <div><input type="checkbox"/> <i>Amended to read:</i></div>					
<i><b>Vote</b></i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>	

**Gold Trail Union School District  
RESOLUTION 2016-17:03-01**

**BEFORE THE BOARD OF TRUSTEES OF THE  
GOLD TRAIL UNION SCHOOL DISTRICT  
EL DORADO COUNTY, CALIFORNIA**

In the Matter of the Decision to            )  
Dismiss Certificated Employee(s)        )  
\_\_\_\_\_)

**RESOLUTION OF INTENTION TO  
DECREASE THE NUMBER OF  
CERTIFICATED EMPLOYEES  
DUE TO A REDUCTION IN  
PARTICULAR KINDS OF SERVICE**

**WHEREAS**, Education Code section 44955 permits the Governing Board to reduce or discontinue particular kinds of services not later than the beginning of the following school year; and

**WHEREAS**, the Governing Board of the Gold Trail Union School District has determined that it shall be necessary to reduce or discontinue the particular kinds of services of the District as itemized in Exhibit A at the close of the current school year; and

**WHEREAS**, it shall be necessary to terminate at the end of the 2016-17 school year, the employment of certain certificated employees of the District as a result of this reduction or discontinuance in particular kinds of services; and

**WHEREAS**, the Board has determined that each of the noted services in Exhibit A constitutes a particular kind of service (PKS) within the meaning of Education Code 44955;

**WHEREAS**, it is the opinion of this Board that it is in the best interest of this District that 3.3 FTE certificated employees of the District be reduced pursuant to the adopted order of employment; and

**WHEREAS**, the Governing Board has considered all positively assured attrition which has occurred to date, that is, all deaths, retirements, and other permanent vacancies and additional attrition which may occur before the start of the 2017-18 school year in reduction of these services but for the attrition already assured and that attrition anticipated would have found it necessary to reduce additional particular kinds of service;

**THEREFORE, BE IT RESOLVED** that the Superintendent or the Superintendent's designee is directed to send appropriate notices to all employees whose services shall be terminated by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon temporary or categorically funded project certificated employees in addition to those specifically granted to them by statute.

**BE IT FURTHER RESOLVED** that it will be necessary to retain the services of certificated employees in the 2017-18 school year regardless of seniority, who possess qualifications needed for the following programs and/or subject matters:

Special Education

This resolution was adopted by the Governing Board of the Gold Trail Union School District this 9th day of March 2017 by the following vote:

AYES [ ]

NOES [ ]

ABSENT [ ]

ABSTAIN [ ]

---

S. Hennike, President of Governing Board  
Gold Trail Union School District  
El Dorado County, California

I, J. Barbieri, Clerk of the Board of Trustees of the Gold Trail Union School District, do hereby certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees during its meeting held on March 9, 2017.

---

J. Barbieri, Clerk  
Gold Trail Union School District  
El Dorado County, California



**EXHIBIT A**  
**RECOMMENDED REDUCTION IN PROGRAMS AND SERVICES**  
**FOR THE GOLD TRAIL UNION SCHOOL DISTRICT**

The Superintendent recommends that the Board of Trustees adopt a resolution to reduce the programs and services for 2017-18 as follows:

<u>Services</u>	<u>Number of Full-Time Equivalent Positions</u>
Reduction of the Intermediate Grades Teaching Program	1.8 F.T.E.
Reduction of the Special Education Teaching Program	1.0 F.T.E.
Reduction of the District Physical Education Program	<u>0.5 F.T.E.</u>
<b>Total Full Time Equivalent Reduction</b>	<b>3.3 FTE</b>

**AGENDA ITEM 12.0**

**ACTION ITEM: 2017 CSBA Delegate Assembly Election**

**BACKGROUND**

CSBA delegates set the general policy direction and fulfill a governance role within the association. They communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Delegates give policy and legislative direction through the adoption of CSBA's Policy Platform every two years and the adoption of other policy statements as needed. They also speak on issues and provide direct advocacy on behalf of the association.

Each year the association conducts its delegates' elections. That action is taking place at this time.

**ATTACHMENTS**

- **Ballot with background information**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

The will of the Board.

**NOTES**

<b><i>ACTION</i></b>		<i>Moved</i>		<i>Seconded</i>	
<div><input type="checkbox"/> <i>Approved as is</i></div> <div><input type="checkbox"/> <i>Not approved</i></div> <div><input type="checkbox"/> <i>Amended to read:</i></div>					
<b><i>Vote</i></b>		<i>Ayes</i>		<i>Noes</i>	
				<i>Absent</i>	
				<i>Abstain</i>	

***REQUIRES BOARD ACTION***

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **WEDNESDAY, MARCH 15, 2017**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2017 DELEGATE ASSEMBLY BALLOT  
SUBREGION 6-C  
(Alpine, El Dorado, Mono Counties)

Number of vacancies: 1 (Vote for no more than 1 candidate)

*Delegates will serve two-year terms beginning April 1, 2017 – March 31, 2019*

*\*denotes incumbent*

☐

Suzanna George (Rescue Un. SD)\*

COPY

\_\_\_\_\_  
*Provision for Write-in Candidate Name*

\_\_\_\_\_  
*School District*

\_\_\_\_\_  
*Signature of Superintendent or Board Clerk*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*School District Name*

\_\_\_\_\_  
*Date of Board Action*

*See reverse side for list of all current Delegates in your Region.*



***TIME SENSITIVE, REQUIRES BOARD ACTION***  
***DEADLINE Wednesday, March 15, 2017***

January 31, 2017

**MEMORANDUM**

To: All Board Presidents and Superintendents  
CSBA Member Boards of Education

From: Susan Henry, President

Re: 2017 CSBA Delegate Assembly Election  
U.S. Postmark Deadline – Wednesday, March 15, 2017

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Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region or subregion. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, résumé for each candidate. In addition, we are including a “copy” of the ballot on white paper so that it may be included in board agenda packets, if you choose to do so. **Only the ballot on red paper is to be completed and returned.**

The board as a whole may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery; please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner. **Ballots must be postmarked by the U.S. Post Office on or before Wednesday, March 15, 2017. No exceptions are allowed.**

Election results will be posted on CSBA’s web site no later than Monday, April 3. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2017 – March 31, 2019. The next meeting of the Delegate Assembly is on Saturday, May 20 – Sunday, May 21 at the Hyatt Regency in Sacramento.

Please do not hesitate to the Executive Office at (800) 266-3382 should you have any questions. Thank you.

## 2017 Delegate Assembly Candidate Biographical Sketch Form

***DUE: Saturday, January 7, 2017***

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: [nominations@csba.org](mailto:nominations@csba.org).

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Name: <u>Suzanna George</u>	CSBA Region-subregion #: <u>Subregion 6-C</u>
District or COE Name: <u>Rescue Union School District</u>	Years on board: <u>10</u>
Profession: <u>self-employed</u> Contact Number: <u>(530) 306-2535</u>	E-mail: <u>suzannangeorge@gmail.com</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>4 years</u>	

**Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.**

I wish to continue to serve as a CSBA delegate for my region because I believe I have the experience, communication skills, determination and passion to represent my fellow school board members. I believe I can communicate to CSBA what my area school boards needs are and what type of support we expect from CSBA.

I also am an active, vocal advocate for school boards and the value of public K-12 education in our state. I live close to Sacramento and have the time and energy to advocate for local school boards with our legislators and Governor.

My written and oral communication skills are strong due to my background in sales and marketing, which I bring to my position as a dedicated school board member.

**Please describe your activities and involvement on your local board, community, and/or CSBA.**

On my local board, I actively participate in board discussion and planning. I visit school sites, attend & observe staff collaboration days. I take advantage of opportunities to further my own education as a board member, both through CSBA trainings and local workshops. In addition, I serve on my local El Dorado County School Board Association.

I also serve on our local high school district's LCAP & Budget committee and have been a member of the high school district's G.O. Bond (Measure Q) Citizen Oversight Committee.

I communicate out to my fellow board members, parents and community members about what is happening in our school district and seek out their input as well.

As a CSBA delegate, I participate in Delegate Assembly, the AEC, Legislative Action Day and other events and trainings as they are available.

**What do you see as the biggest challenge facing governing boards and how can CSBA help address it?**

I believe there are two major challenges facing governing boards and that they go hand in hand.

First, we must advocate for full funding for our public K-12 schools. Without a stable and sufficient revenue stream, public school boards cannot accomplish their duty of providing high quality education to all their students. Increasing awareness at the legislative level is critical to stable school funding. Increasing public awareness of public school funding mechanisms is also critical to community support for our public schools.

Second, would be the need to eliminate the reserve cap so that local school boards can truly be in charge of planning and managing their school district budgets. With growing pension obligations, health care costs and a host of other costs, local school boards must have the flexibility with their reserve to ensure their financial stability.

**Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.**

Signature: Suzanna M. George

Date: January 5, 2017

**AGENDA ITEM 13.0**

**DISCUSSION ITEM: Administrative Reports**

**BACKGROUND**

Board members will report on activities relevant to District business.

J. Murchison will report on activities relevant to District and Sutter's Mill School business.

S. Lyons will report on activities relevant to Gold Trail School business.

W. Scarlett will be available to answer question relevant to financial business.

**ATTACHMENTS**

➤ **Current District Enrollment**

**BUDGETED**

☒ NA      ☐ Yes      ☐ No      ☐ Cost Analysis Follows

**RECOMMENDATION**

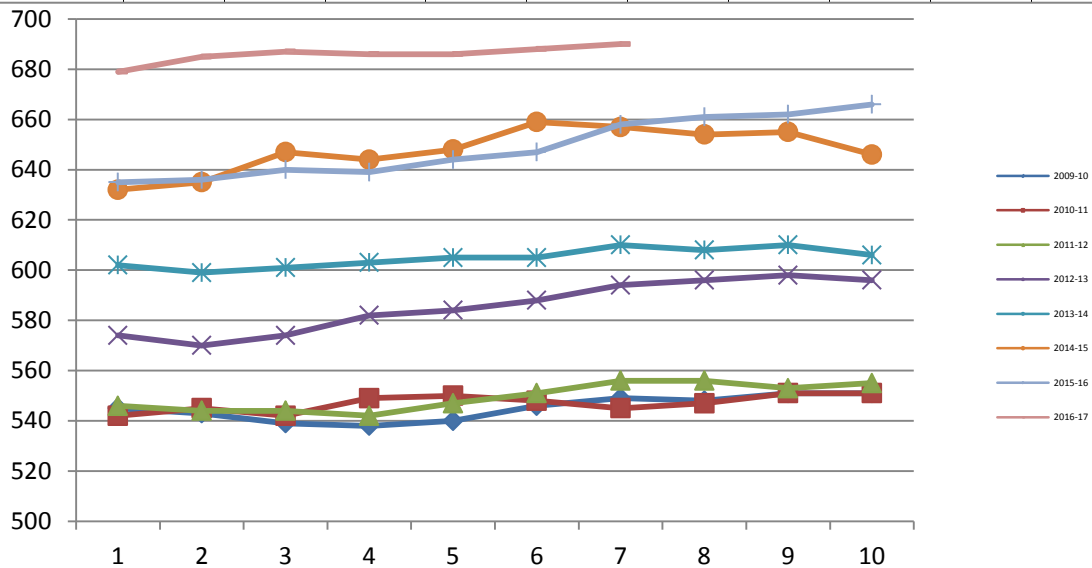
No action needed.

**NOTES**

## Enrollment Report

### Historical, Current Projection

	1	2	3	4	5	6	7	8	9	10
1995-96	666	663	666	666	668	663	657	658	657	656
1996-97	694	695	694	696	695	691	695	694	700	698
1997-98	702	698	700	703	710	712	709	707	703	705
1998-99	662	655	663	661	656	650	660	658	668	667
1999-00	650	655	663	652	651	653	669	670	664	667
2000-01	652	659	656	654	656	663	665	664	664	662
2001-02	644	648	645	654	649	651	653	649	652	649
2002-03	635	645	648	662	659	651	653	658	659	665
2003-04	604	608	608	608	603	602	602	606	607	606
2004-05	550	555	556	552	555	553	553	557	557	557
2005-06	538	545	543	549	557	551	554	554	556	556
2006-07	552	549	541	546	546	546	546	542	542	540
2007-08	538	543	552	557	558	563	561	561	566	558
2008-09	544	547	543	540	537	539	551	550	550	553
2009-10	545	543	539	538	540	546	549	548	551	551
2010-11	542	545	542	549	550	548	545	547	551	551
2011-12	546	544	544	542	547	551	556	556	553	555
2012-13	574	570	574	582	584	588	594	596	598	596
2013-14	602	599	601	603	605	605	610	608	610	606
2014-15	632	635	647	644	648	659	657	654	655	646
2015-16	635	636	640	639	644	647	658	661	662	666
2016-17	679	685	687	686	686	688	690			



						<b>2016-17 Enrollment this month</b>			
						TK	31		480
						K	64		585
						1	63		674
						2	66		778
						3	73		876
						Total	297	Total	393
						District Total Enrollment			690

**AGENDA ITEM:**  
**Closed Session**

**14. CLOSED SESSION OPEN HEARING**

Members of the public may take this opportunity to comment on Closed Session agenda items.

**15. CLOSED SESSION**

The Board will adjourn to Closed Session pursuant to Government Code 54957. Closed Session attendants: Board Members, superintendent interviewees.

**.1 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/COMPLAINT**

**.2 CONFERENCE WITH LABOR NEGOTIATORS** (*Government Code Section 54957.6*)

The Board will give direction regarding employee bargaining issues with the Gold Trail Federation of Educators and discussion with other non-represented employee groups.

**.3 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**  
**Title: Superintendent**

**NOTES**

*The Brown Act and Education Code delineate the circumstances under which a legislative body of a local agency may meet in closed session and limits legislative bodies to the types of closed sessions identified under Government Code 54962. The Brown Act and Education Code authorize closed sessions for the following:*

- 1. Real Property Transactions*
- 2. Pending litigation*
- 3. Joint Powers Agency ("JPA") issues*
- 4. Public security*
- 5. Personnel exception*
- 6. Collective Bargaining*
- 7. Student Discipline*
- 8. Assessment Instruments*



**AGENDA ITEM 16.0**

**Reconvene Public Session and Closed Session Disclosure**

*If Vote Taken in Closed Session*

<b>ACTION</b>	<i>Moved</i>	<i>Seconded</i>
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>		
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>
	<i>Absent</i>	<i>Abstain</i>

**AGENDA ITEM 17.0**

**Future Meetings**

**Date: April 6, 2017 Time: 6:00 p.m. Location: Gold Trail School Library**

Agenda Items for that meeting may include but are not limited to:

Board Policies, Administrative Regulations and Board Bylaw Updates

District Fee Adjustment, If Applicable

Library Media Center Program Evaluation (Annual)

Local Control Accountability Plan (LCAP) Update

Williams Act Uniform Complaint Procedures Quarterly Report

*Requests may be made at this time for items to be placed on a future agenda.*

<b>AGENDA ITEM:</b>				
<i>Adjournment</i>				
<b>ACTION</b>	<i>Moved</i>	<i>Seconded</i>		
<input type="checkbox"/> <i>Approved as is</i> <input type="checkbox"/> <i>Not approved</i> <input type="checkbox"/> <i>Amended to read:</i>				
<i>Vote</i>	<i>Ayes</i>	<i>Noes</i>	<i>Absent</i>	<i>Abstain</i>