REGULAR BOARD MEETING
BOARD OF TRUSTEES
WHEATLAND UNION HIGH SCHOOL DISTRICT
1010 Wheatland Road, Wheatland, CA 95692

Wednesday, August 24, 2022 **5:00 p.m. Student Center**

"Every Day, Every Child, Whatever it Takes"

AGENDA

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. ESTABLISHMENT OF A QUORUM

Mr. Tony Lopez, President _____
Mrs. Shawndel Meder, Clerk _____
Mrs. Patricia Agles, Member _____
Mr. Greg Forest, Member _____
Mr. Brendan McHugh, Member _____
Ms. Lois Chang, Student Board Member _____

4. CONFIRMATION OF THE AGENDA

5. RECOGNITION OF PERSONS HAVING BUSINESS WITH THE BOARD

The Public may address the Board on any matter pertaining to the school district that relates to Closed Session or is not on the agenda. Unless otherwise determined by the Board, ***each person is limited to three (3) minutes****. If a large number wish to speak on a specific item, the Board may limit total input to twenty (20) minutes on any item. There will be no Board discussion except to ask questions or to refer the matter to staff and no actions will be taken unless listed on the agenda.*

The Ralph M. Brown Act prevents the Board of Trustees from responding to these comments with the exception of clarifying questions. The California Government Code, Section 54954.2(a)2 states, "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except the members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3.

No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of the legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Government Code 54954.3. In addition, on their own initiative, or in response to questions posed by the public, a member of legislative body or its staff may ask a question for calcification make a brief announcement or make a brief report on his or her own activities. Furthermore, a member of a legislative body or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for actual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

6. CLOSED SESSION

Pursuant to Government Code §54957.6, the board will meet in closed session on the following matters.

- **STUDENT DISCIPLINE OR OTHER CONFIDENTIAL STUDENT MATTERS**
  Pursuant to Education Code Sections 35146, 48900 et seq., 48912(b) and 49060 et seq., and 20 U.S.C. Section 1232g
  A. Student #11509

- **CONFERENCE WITH LABOR NEGOTIATOR**
  Pursuant to Government Code 54957.6, the Board will meet in Closed Session to give direction to District Negotiator: Ms. Nicole Newman, regarding negotiations with WHEAT, CSEA and Unrepresented employees.

- **PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE**
  Title: Certificated, Classified, Administration, and Unrepresented Employees

ACTION NO. 22.013

7. RECONVENE TO OPEN SESSION

8. ACTION ON CLOSED SESSION ITEMS IF ANY

9. RECOGNITION OF PERSONS HAVING BUSINESS WITH THE BOARD

The Public may address the Board on any matter pertaining to the school district that is not on the agenda. Unless otherwise determined by the Board, ***each person is limited to three (3) minutes****. If a large number wish to speak on a specific item, the Board may limit total input to twenty (20) minutes on any item. There will be no Board discussion except to ask questions or to refer the matter to staff and no actions will be taken unless listed on the agenda.*

The Ralph M. Brown Act prevents the Board of Trustees from responding to these comments with the exception of clarifying questions. The California Government Code, Section 54954.2(a)2 states, "No action or discussion shall be undertaken on any item not appearing on the posted agenda, except the members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3.

In addition, on their own initiative, or in response to questions posed by the public, a member of legislative body or its staff may ask a question for calcification make a brief announcement or make a brief report on his or her own activities. Furthermore, a member of a legislative body or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for actual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

10. INFORMATION ITEMS

10.1 P.A.S.S. OFFICER INTRODUCTION – *Mr. Jared McCumber*

10.2 Strong Workforce Grants Update – *Dr. Celeste Boggs and Ms. Carol Keiser*

10.3 Athletic Director Update – *Mr. Jason Soderlund*

11. OPPORTUNITY FOR SCHOOL AFFILIATED ORGANIZATIONS TO ADDRESS THE BOARD

- BAFB Liaison – *Mrs. Annette Goodly*
- Booster President / Representative

12. SUPERINTENDENT'S REPORT

This item provides an opportunity for the Superintendent to share various items of interest with the Board – Ms. Nicole Newman

13. DIRECTOR OF CAPITAL PROJECTS, MOT – *Mr. Terry Biladeau*

14. CHIEF BUSINESS OFFICER'S REPORT – *Ms. Kerri Hubbard*

- Developer Fee Report

15. PRINCIPAL'S REPORT

- Wheatland Union High School – *Ms. Schandia Edwards*
- Wheatland Community Day School – *Mr. Brandon Moore*
- Edward P. Duplex Continuation High School - *Ms. Schandia Edwards*

16. INFORMATION / POSSIBLE ACTION

16.1 2022-23 Suicide Prevention Plan – Update and possible approval
- Ms. Cory O'Neal and Ms. Aleia Lund

ACTION NO. 22.014

17. CONSENT AGENDA **ACTION NO. 22.015**

Notice to the Public
Wheatland Union High School District Governing Board utilizes a consent calendar for items that require the approval of the board but are of routine nature. They act upon these items in one vote. Any member may remove an item for additional questions. Board members receive their agendas and back up materials four days in advance of our meetings. They have the opportunity to ask questions and to do research prior to our meeting. It is their intent to handle the routine items expeditiously, so they have time to address more serious issues.

- Approve minutes of the July 27, 2022 Special Board Meeting.
- Approve bills and warrants for July 2022 in the amount of $943,465.75
- Approve Resolution No. 82022: Authorizing Continued Use of Remote Teleconferencing Provisions Pursuant to AB 361 and Government Code Section 54953
- Approve Contracts for Services and Materials *(list attached)*
- Williams Uniform Complaint Report (April, May, June 2022)
- Approval of the Master Contracts for Non-Public Schools for the 2022-23 school year for Odyssey Learning Center.
- CSBA Legal Services Agreement for 2022-23
- Approve Ag Science Building and Shop Modernization Payment Schedule
- Authorize the Principal, Assistant Principals, and Director of Student Services to evaluate certificated employees for the 2022-23 school year
- Approve substitute teacher pay rate change for the 2022-23 school year:
  - $230.00 Full Day
  - $115.00 Half Day
  - $235.00 Long-Term
- Approve 2022-23 Facility Inspection Tool (FIT)
- Approve CSBA Governance Consulting Services Agreement for Board Self Evaluation.
- Accept the resignation of Charles Schwab, teacher, effective June 30, 2022.
- Approve the Certificated Management Salary Schedule
- Approve employment contract for Christopher Jorrin, Director of Student Services.
- Approve revised salary schedules for the following positions:
  - Director of Capital Projects, MOT
  - Director of Food Services
  - Director of Technology

- Approve hiring of the following classified personnel:
  - Rosemary Cervantes, Cook
  - Shelby Little, Paraeducator
  - Travis Tucker, Paraeducator
  - Mavis Wilkin, Paraeducator and Health Aide

- Approve hiring of the following Fall coaching staff:
  (Stipends will not exceed amounts designated in Appendix C, Salary Schedule-Extra Duty, of the Agreement Between WUHSD and W.H.E.A.T.)

PAID

Fatten Andy	Football	Head Coach - Varsity
Atkinson, Stephanie	Football	
Bartolomei, Mike	Football	
Cummings, Jered	Football	
Manion, Earl	Football	
O'Neal, George	Football	
Van Dyke, Mike	Football	
Husse, Will	Football	Head Coach – JV
Bender, Eric	Football	
Contreras, Anthony	Football	
Crawley, Josh	Football	
Nicolas, Chris	Football	
Tucker, Travis	Football	
Bass, Kevin	Football	Head Coach – Freshman
Cova, Casey	Football	
Hulsey, Matt	Football	
Hulsey, Mike	Football	
Martinez, Manny	Football	
Phillips, Kim	Volleyball	Head Coach – Varsity
Thompson, Johnnie	Volleyball	Head Coach – JV
Bond, Elizabeth	Volleyball	Head Coach – Freshman
Smith, Jeff	Cross Country	Head Coach
Bishop, Alanna	Girls' Golf	Head Coach
McHugh, Heather	Cheer	
Page, Sadie	Cheer	

VOLUNTEER

Hahn-Atkinson, Matthew	Football - EMT
Bishop, Joey	Girls' Golf

- Approve Fall Coaching Staff Certifications

18. DEFERRED CONSENT ITEMS

19. ACTION ITEMS

19.1 APPROVAL OF 2022-2023 BUDGET TRANSFER, RESOLUTION 22.016
- Ms. Kerri Hubbard

ACTION NO. 22.016

LCAP GOAL #1: *WUHSD students will graduate high school college and career ready.*

LCAP GOAL #2: *WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.*

LCAP GOAL #3: *WUHSD will engage families and members of the greater school community as educational partners.*

19.2 APPROVE RESOLUTION 22.017 RELATING TO THE USE OF THE BUILDING AT 1010 WHEATLAND ROAD FOR NONSCHOOL PURPOSES AS A DISTRICT OFFICE - *Ms. Kerri Hubbard*

ACTION NO. 22.017

LCAP GOAL #1: *WUHSD students will graduate high school college and career ready.*

LCAP GOAL #2: *WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.*

LCAP GOAL #3: *WUHSD will engage families and members of the greater school community as educational partners.*

19.3 APPROVE CONTRACT WITH CA+SA STUDIOS FOR ARCHITECTURE SERVICES - *Ms. Kerri Hubbard*

ACTION NO. 22.018

LCAP GOAL #1: *WUHSD students will graduate high school college and career ready.*

LCAP GOAL #2: *WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.*

LCAP GOAL #3: *WUHSD will engage families and members of the greater school community as educational partners.*

19.4 APPROVE PROVISIONAL INTERNSHIP PERMIT FOR COURTNEY FATTEN AS A SPECIAL EDUCATION TEACHER FOR GRADES 9 THROUGH 12 AT WHEATLAND UNION HIGH SCHOOL
- Ms. Nicole Newman

ACTION NO. 22.019

LCAP GOAL #1: *WUHSD students will graduate high school college and career ready.*

LCAP GOAL #2: *WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.*

LCAP GOAL #3: *WUHSD will engage families and members of the greater school community as educational partners.*

19.5 APPROVE PROVISIONAL INTERNSHIP PERMIT FOR MEGAN MCCULLOUGH AS A MATH TEACHER FOR GRADES 9 THROUGH 12 AT WHEATLAND UNION HIGH SCHOOL - *Ms. Nicole Newman*

ACTION NO. 22.020

LCAP GOAL #1: *WUHSD students will graduate high school college and career ready.*

LCAP GOAL #2: *WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.*

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19.6 APPROVE FFA OVERNIGHT FIELD TRIP TO CAMP LOTUS, LOTUS, CALIFORNIA, SEPTEMBER 10-12, 2022 FOR FFA LEADERSHIP TRAINING – *Ms. Nicole Newman*

ACTION NO. 22.021

LCAP GOAL #1: *WUHSD students will graduate high school college and career ready.*

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19.7 APPROVE FFA OVERNIGHT FIELD TRIP TO NATIONAL FFA CONVENTION, INDIANAPOLIS, INDIANA, OCTOBER 24-30, 2022 – *Ms. Nicole Newman*

ACTION NO. 22.022

LCAP GOAL #1: *WUHSD students will graduate high school college and career ready.*

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19.8 APPROVE CHANGE ORDER #11 – AG MECHANICS BUILDING PAD – *Ms. Kerri Hubbard*

ACTION NO. 22.023

LCAP GOAL #1: *WUHSD students will graduate high school college and career ready.*

LCAP GOAL #2: *WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.*

LCAP GOAL #3: *WUHSD will engage families and members of the greater school community as educational partners.*

19.9 APPROVE CHANGE ORDER #12 – OVER EXCAVATE UNDER FLAT WORK AREA AND INSTALL GEO FABRIC; CONDITION, RIP, AND AERATE UP TO EXISTING GRADE – *Ms. Kerri Hubbard*

ACTION NO. 22.024

LCAP GOAL #1: *WUHSD students will graduate high school college and career ready.*

LCAP GOAL #2: *WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.*

LCAP GOAL #3: *WUHSD will engage families and members of the greater school community as educational partners.*

19.10 APPROVE CHANGE ORDER #13 – OVER EXCAVATE FIRE LAND AND INSTALL GEO FABRIC AND BASE ROCK UP TO EXISTING GRADE

– Ms. Kerri Hubbard

ACTION NO. 22.025

LCAP GOAL #1: *WUHSD students will graduate high school college and career ready.*

LCAP GOAL #2: *WUHSD students will feel a sense of connectedness academically, socially, emotionally, and physically in their school.*

LCAP GOAL #3: *WUHSD will engage families and members of the greater school community as educational partners.*

20. BOARD MEMBER REPORTS / COMMENTS

21. ITEMS TO BE AGENDIZED FOR THE NEXT REGULAR MEETING

- SitelogIQ Solar Production Report
- 2022-23 CDE Consolidated Application for Funding
- WUHSD to CSEA Sunshine Proposal
- 22-23 Illness, Injury, and Prevention Plan
- Wellness Policy
- 22-23 Safety Plan
- June 2022- Board Policies (Review)
- 20 Day Math Report
- Bridge Program Presentation
- Instructional Materials Determination (Sufficient)

22. ADJOURNMENT **ACTION NO. 22.026**

SCHOOL BOARD MEETING FORMAT

What is a School Board Meeting?

A School Board Meeting is the normal business meeting of the governing board at which district business is conducted. It is not a public meeting where questions and discussion come from the audience. Members of the audience may address their comments to the Board during the time at which the Board is discussing the agenda item. A five-minute time limit will be imposed except for special presentations approved in advance.

Notification of Meetings

To provide the public with information about what will be on each board meeting agenda, a public notice is posted on the Wheatland Union High School website at www.wheatlandhigh.org on the Friday prior to a regularly scheduled board meeting. In addition, a copy of every board meeting agenda is posted at all schools, sent to union presidents and available for review at the District Office.

Next Regular Meeting: September 14, 2022

**All open session materials distributed to board members are available upon request at 1010 Wheatland Road, Wheatland, CA 95692*

**Individuals requiring disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing at least two days prior to meeting date. (American Disabilities Act) Government Code 54954.1*

Posted: 08/19/2022 MH

Return to Agenda

Board Update

Meeting Date; **August 24, 2022**

Capital Project Updates:

CTE Science Building, Webb Construction:

- DSA# 02-119295
- DSA has approved the project and approved the plan updates after value engineering.
- Webb Construction has been moving forward and making good progress on the CTE science building project. They have the soil prep finished and are ready to start digging footings and installing rebar.
- The construction team meets every Tuesday. These meetings ensure that documentation, construction requirements, and construction concerns are all met. We generally walk the project after the meeting to address any concerns.
- We are working on the CTE equipment list purchases and will start shopping for the best price.

Next steps:

1. We are set to pour footings Friday the 19th and the science building floor the 26th.
2. Science building infrastructure has a couple things to get past; service from the fire hydrant, and pathway for low voltage/alarm.
3. After the foundation is done, framing will get started. We hope to be dried in by mid-October (maybe before rains).

Install leased DO Portable on North Tennis Court:

- Currently in planning with CASA, plans will be provided after the project is completed.
- Electrical engineer has determined what can be supported off the existing electrical switch gear going to the snack bar. We can do one portable classroom and one district office. The upgraded switch gear needs to be 400 amp minimum and recommend we ask PG&E to approve an 800 amp service upgrade for future growth. (Non-upgraded service is ready for install.)
- We need to prep the court to take the portable (remove fencing, add infrastructure). **(Done)**
- Portable was set for delivery on July 27th. **(Completed)**
- Installing interior walls, power, low voltage is in progress now.
- We have moved our temporary fencing to surround the new DO on 8-8-22 to help secure the construction site before school started.

Next steps:

1. Paint the building.
2. Complete the electrical.
3. Install steps and ADA ramp.
4. Pour sidewalks and the entrance apron.
5. Patch and seal coat the parking lot.
6. Install fencing to maintain the non-student barrier required by DSA.

Tennis Court replacement:

- We are going to relocate tennis courts to the west (near the batting cage). As of this point I have talked with two contractors to plan the budget and figure out a schedule.

Return to Agenda

CTE Metal Shop Remodel, Webb Construction:

- DSA# 02-119295
- DSA has approved the project.
- Welders, welding booths, and booth ventilation systems are all here and being installed.
- Other equipment will be ordered as we get closer to the project finishing. We think there can be a savings by breaking the order up and shopping.
- A Conex box located at the NE corner of the E Wing will be used to store shop and Ag equipment that must be moved for construction. Totes are already bought, and we will start packing soon.
- We are working on the surplus equipment list to avoid storing items that should be sold. We are ready to start listing and selling some items.
- For the most part we are at the 90% complete part of the project, some supply chain delays are still impacting the project.

Next steps for the metal shop include:

1. Inside plumbing trim needs to be finished, we are waiting on a back ordered triple sink.
2. Electrical main panels, lights are back ordered, the panels are scheduled to ship Sept 15,
3. HVAC, grills, registers, and exhaust fans are ordered, and we are waiting on delivery.
4. Office paint and ceiling tiles are scheduled to be completed this week.
5. Providing fire rated glass, some missing equipment parts, keys/cores for the doors fall to the district.
6. District has the punch list and move in to complete before class can start.

Maintenance Project Status:

Projects we are working on:

- We are upgrading high school fire alarm system to make it compliant with new codes. E-Wing shop area will be done as part of the CTE remodel. Weight room will be added at the same time they do the E-Wing. **(Completed)**
- Would like to abate asbestos on the stage area in the cafeteria. **(Completed)**
- We are looking at replacing the flooring on the Cafeteria Stage. **(Scheduled for this week)**
- Repair gutters throughout the school. **(Completed)**
- Working on lighting control repairs in F & D wings.
- Add HVAC ductwork to the new office in P-2.
- Build offices in P-2 & P-3. **(Completed)**
- Install crossarm for traffic control during bus loading times. (Safety issue, on hold for construction.)
- Add privacy film to the office windows in P-2 & P-3.
- Remove 3 trees for the CTE shop remodel. **(Completed)(Grounds Construction related project).**
- Move a sprinkler line from under the tennis court to prep for new surface. **(Completed) (Grounds Construction related project).**
- Summer deep clean is in the process. **(Completed)**

Return to Agenda

- Replace broken window in G-2 **(Completed)**, Replace security film on the window after install **(Scheduled)**.
- Replace bad windows on 2 portables. (Out to bid)
- Replace/reroute 350' of irrigation main supply line broken during construction. **(Completed) (Grounds Construction related emergency project).**
- Install new sprinkler system west of E-Wing. **(Completed) (Grounds Construction related emergency project).**
- Reroute sprinkler main line to north campus and add sprinklers around the snack bar. **(Completed) (Grounds Construction related emergency project).**
- Pour cement west of the snack bar.
- Install the Marquee sign on north lawn.
- Replace bad window tint in D-Wing. **(Completed)**

Grounds Improvements:

Unfortunately, we have noticed a decline just prior to the start of school in our grounds. This is partially a failure on our part and lost time from added support required for construction. Steps we are taking to address this are:

1. We are in the process of reallocating staff support to add to time spent concentrating on grounds.
2. Adjusting sports field run times to be seen as we come into work.
3. Supervisory checks every day until the fields have recovered, then it will go to every other day.

Transportation Update (Submitted by Anita Burns, Transportation Supervisor):

- Van Orders- Still have 1 van on order.
- Applied for a new bus blue sky grant.
- Checking into an electric bus for Special Needs and charging stations.
- We have 2 new bus drivers, Seth Boles and Xiana Benavidez.
- Been working diligently on new bus routes to accommodate more students.

Return to Agenda

Wheatland Union High School District
Developer Fee Report
Fiscal Year 2021-22
Activity through June 30, 2022

Category	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Beginning Balance	1,910,993	1,643,796	1,595,149	1,398,665	1,321,208	1,347,679	1,332,130	1,131,622	1,206,985	1,262,473	1,451,817	1,457,706
Fees Collected	138,953	73,068	79,568	173,690	75,797	33,821	100,978	147,913	81,327	205,497	31,680	274,806
Interest Earned				2,091			1,682			1,268		
Expenditures	(108,408)	(121,715)	(143,629)	(253,338)	(49,326)	(49,370)	(32,114)	(12,130)	(24,570)	(17,422)	(25,790)	(7,275)
Debt Service	(297,743)		(132,425)				(271,054)	(60,420)				
Transfers Between Funds												67,000 (934,060)
Ending Balance	1,643,796	1,595,149	1,398,665	1,321,208	1,347,679	1,332,130	1,131,622	1,206,985	1,262,473	1,451,817	1,457,706	858,178

Monthly Expense Detail	Jun-22
Dir of Capital Facility Projects	$7,275
Debt Service	
Office Construction Project	
Tennis Courts Projects	
Architect	
Consultants/Legal/Inspector	
Total	$7,275

Transfers Between Funds	Jun-22
From Fund 01 – Repay Expense	$67,000
To Fund 35 – Ag Science Building & Shop Modernization Project	$934,060

Return to Agenda

Wheatland Union High School District
Developer Fee Report
Fiscal Year 2022-23
Activity through July 30, 2022

Category	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Beginning Balance	858,178											
Fees Collected	53,639											
Interest Earned												
Expenditures	28,530											
Debt Service	208,908											
Transfers Between Funds												
Ending Balance	674,379											

Monthly Expense Detail	
Dir of Capital Facility Projects	$7,541
Debt Service	$208,908
Office Construction Project	
Plumas Lake Property Study	$16,086
Architect	
Consultants/Legal/Inspector	$4,903
Total	**$7,275**

Transfers Between Funds	

Return to Agenda

SPECIAL BOARD MEETING
BOARD OF TRUSTEES
WHEATLAND UNION HIGH SCHOOL DISTRICT
1010 Wheatland Road, Wheatland, CA 95692

Wednesday, July 27, 2022 **5:00 PM Media Center**

Unadopted Minutes

A special meeting of the Wheatland Union High School District Board of Trustees was held on Wednesday, July 27, 2022.

Trustees in attendance included Mr. Tony Lopez, Mrs. Shawndel Meder, Mrs. Patricia Agles, and Mr. Greg Forest

Also Present: Nicole Newman, Kerri Hubbard, and Mona Hood

1. CALL MEETING TO ORDER
President Lopez called the meeting to order at 5:00 p.m.

2. PLEDGE OF ALLEGIANCE TO THE FLAG
Member Meder led the pledge of allegiance.

3. ESTABLISHMENT OF A QUORUM

Mr. Tony Lopez, President	P
Mrs. Shawndel Meder, Clerk	P
Mrs. Patricia Agles, Member	P
Mr. Greg Forest, Member	P
Mr. Brendan McHugh, Member	A
Ms. Lois Chang, Student Board Member	A

4. CONFIRMATION OF THE AGENDA
Superintendent Newman removed the Assistant Principal's salary schedule from the Consent Agenda.

5. RECOGNITION OF PERSONS HAVING BUSINESS WITH THE BOARD
No one present addressed the board.

6. CLOSED SESSION 5:01 p.m.
Pursuant to Government Code §54957.6, the board will meet in closed session on the following matters.

- **STUDENT DISCIPLINE OR OTHER CONFIDENTIAL STUDENT MATTERS**
  Pursuant to Education Code Sections 35146, 48900 et seq., 48912(b) and 49060 et seq., and 20 U.S.C. Section 1232g
  A. Student #11809
  B. Student #11457
  C. Student #11372
  D. Student #11892

- **PUBLIC EMPLOYEE / PERSONNEL**
  - *Title: Certificated, Classified, Administration and Unrepresented Employees*

7. RECONVENED TO OPEN SESSION AT 6:07 p.m.

President Lopez reported that the Board did not complete the Closed Session agenda items due to time constraint and will return to Closed Session after completion of the Open Session agenda.

8. ACTION ON CLOSED SESSION ITEMS IF ANY

President Lopez reported no action was taken during closed session.

9. RECOGNITION OF PERSONS HAVING BUSINESS WITH THE BOARD

No one present addressed the Board.

10. CONSENT AGENDA **ACTION NO. 22.001**

- Approve minutes of the June 28, 2022, Regular Board Meeting
- Approve minutes of the June 29, 2022, Regular Board Meeting
- Approve bills and warrants for June 2022 in the amount of $1,470,556.73
- Approve Resolution No. 72022: Authorizing Continued Use of Remote Teleconferencing Provisions Pursuant to AB 361 and Government Code Section 54953
- Approve the employment contract for Clint Tarrant, Bridge Program Coordinator.
- Approve the After School Program Coordinator job description.
- Approve the following salary schedules for 2022-23:
    - After School Program Coordinator
    - Assistant Principal ***(this salary schedule was removed during agenda confirmation)***
    - Certificated Instructional Coach
    - Certificated Salary Schedule
    - Classified Confidential
    - Counselor
    - Director of Capital Facilities, MOT
    - Director of Community Schools
    - Director of CTE, Innovation, Technology
    - Director of Health Services
    - Director of Food Services
    - Director of Special Programs
    - Director of Student Services
    - Director of Technology
    - Director of Work Based Learning & STEAM
    - Family and Community School Partnership Coordinator
    - Life and Vocational Coordinator
    - Maintenance and Operations Supervisor
    - Mental Health & Wellness Clinician
    - Prevention Intervention Specialist
    - Principal
    - School-Based Therapist-Social Worker
    - School Psychologist
    - Transition and Intervention Lab Coordinator
    - Transportation Supervisor

- Accept the resignation of the following personnel:
  - Darow Chun, Bus Driver/Custodian
  - Andrea Cota, Academic Technician
  - Charles Schwab, Teacher
- Approve hiring of the following classified personnel:
  - Amber Crawley, After-School Coordinator
  - Joshua Crawley, Transition and Intervention Lab Coordinator
  - Jessica Ibarra, Family and Community Schools Partnership Coordinator
  - Joshua Keiser, Academic Technician
  - Alicea Nunes, Academic Technician
  - Alex Willey, Academic Technician
- Approve hiring of the following certificated personnel:

Name	Position		Ed Code	Effective
Megan McCullough	Math Teacher	Intern	44929.21	08/05/2022
Michelle Slaughter	CDS Teacher	Prob 1	44929.21	08/05/2022

MOTION by Greg Forest with revision of removing the Assistant Principal salary schedule from the Consent Agenda, seconded by Patricia Agles, to approve the consent agenda.

Agles - Aye	Lopez - Aye
Chang - Absent	McHugh - Absent
Forest - Aye	Meder - Aye

Vote: (4 Ayes, 2 Absent) Motion carries.

11. PUBLIC HEARING

11.1 PUBLIC HEARING AND POSSIBLE FORMATION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1 (PLUMAS LAKE), AND SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 (WHEATLAND) OF WHEATLAND UNION HIGH SCHOOL DISTRICT

On June 29, 2022, the Board adopted Resolution No. 21.135 declaring intention to form School Facilities Improvement District No. 1 (Plumas Lake) covering the area of the Wheatland Union High School District within the Plumas Lake Elementary School District and declaring intention to form School Facilities Improvement District No. 2 (Wheatland) covering the entire area of Wheatland Union High School District but excluding the area within the Plumas Lake Elementary School District. The purpose of such formations is to allow the Board to consider calling general obligation bond elections in each area designated as a school facilities improvement district. Notice of the public hearing has been given by newspaper publication and by posting. The Board will conduct the public hearing and then consider adoption of a Resolution Ordering Formation of School Facilities Improvement District No. 1 (Plumas Lake) of the Wheatland Union High School District, and a Resolution Ordering Formation of School Facilities Improvement District No. 2 (Wheatland) of the Wheatland Union High School District.

President Lopez opened the Public Hearing. Superintendent Newman gave an overview of the proposal. No one addressed the board. The Public Hearing was closed.

12. ACTION ITEMS

12.1 APPROVE RESOLUTION NO. 22.002 ORDERING FORMATION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1 (PLUMAS LAKE) OF THE WHEATLAND UNION HIGH SCHOOL DISTRICT

ACTION NO. 22.002

MOTION by Shawndel Meder, seconded by Patricia Agles, to approve Resolution 22.002 ordering formation of School Facilities Improvement District No. 1 (Plumas Lake) of the Wheatland Union High School District with the revision of modifying amount in Section 3: Estimated Cost of the Improvement Projects, from $50 million to $95 million.

Agles - Aye	Lopez - Aye
Chang - Absent	McHugh - Absent
Forest - Aye	Meder - Aye

Vote: (4 Ayes, 2 Absent) Motion carries.

12.2 APPROVE RESOLUTION NO. 22.003 ORDERING FORMATION OF SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 (WHEATLAND) OF THE WHEATLAND UNION HIGH SCHOOL DISTRICT

ACTION NO. 22.003

MOTION by Greg Forest, seconded by Shawndel Meder, to approve Resolution 22.003 ordering formation of School Facilities Improvement District No. 2 (Wheatland) of the Wheatland Union High School District.

Agles - Aye	Lopez - Aye
Chang - Absent	McHugh - Absent
Forest - Aye	Meder - Aye

Vote: (4 Ayes, 2 Absent) Motion carries.

12.3 APPROVE RESOLUTION NO. 22.004 OF THE BOARD OF TRUSTEES OF THE WHEATLAND UNION HIGH SCHOOL DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF SCHOOL BONDS IN SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 1 (PLUMAS LAKE), ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON NOVEMBER 8, 2022

ACTION NO. 22.004

MOTION by Greg Forest, seconded by Shawndel Meder, to approve Resolution 22.004 ordering an election to authorize the issuance of school bonds in School Facilities Improvement District No. 1 (Plumas Lake), establishing specifications of the election order, and requesting consolidation with other elections occurring on November 8, 2022.

Agles - Aye	Lopez - Aye
Chang - Absent	McHugh - Absent
Forest - Aye	Meder - Aye

Vote: (4 Ayes, 2 Absent) Motion carries.

12.4 APPROVE RESOLUTION NO. 22.005 OF THE BOARD OF TRUSTEES OF THE WHEATLAND UNION HIGH SCHOOL DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF SCHOOL BONDS IN SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 2 (WHEATLAND), ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON NOVEMBER 8, 2022

ACTION NO. 22.005

MOTION by Greg Forest, seconded by Patricia Agles, to approve Resolution 22.005 ordering an election to authorize the issuance of school bonds in School Facilities Improvement District No. 2 (Wheatland), establishing specifications of the election order, and requesting consolidation with other elections occurring on November 8, 2022 with revision to Appendix A-3, first bullet point:

> "Modernize, renovate, ***replace***, construct and/or expand aging and outdated classrooms, restrooms, multipurpose rooms and buildings, libraries, computer and science labs, cafeterias, kitchens, student services, and other school facilities to meet modern educational standards, including providing updated furnishing

Agles - Aye	Lopez - Aye
Chang - Absent	McHugh - Absent
Forest - Aye	Meder - Aye

Vote: (4 Ayes, 2 Absent) Motion carries.

12.5 APPROVE FRANK WEBB CONSTRUCTION, INC. CHANGE ORDER #5 – AG. MECHANICS SHOP, ADA ACCESS

ACTION NO. 22.006

MOTION by Greg Forest, seconded by Shawndel Meder, to approve Frank Webb Construction, Inc. Change Order #5 – Ag Mechanics Shop, ADA Access.

Agles - Aye	Lopez - Aye
Chang - Absent	McHugh - Absent
Forest - Aye	Meder - Aye

Vote: (4 Ayes, 2 Absent) Motion carries.

12.6 APPROVE FRANK WEBB CONSTRUCTION, INC. CHANGE ORDER #6 - AG. MECHANICS SHOP, ASBESTOS REMOVAL

ACTION NO. 22.007

MOTION by Greg Forest, seconded by Shawndel Meder, to approve Frank Webb Construction, Inc. Change Order #6 – Ag Mechanics Shop, Asbestos Removal.

Agles - Aye	Lopez - Aye
Chang - Absent	McHugh - Absent
Forest - Aye	Meder - Aye

Vote: (4 Ayes, 2 Absent) Motion carries.

12.7 APPROVE FRANK WEBB CONSTRUCTION, INC. CHANGE ORDER #7 - AG. MECHANICS SHOP, ELIMINATE ONE OVERHEAD DOOR (Credit)

ACTION NO. 22.008

MOTION by Greg Forest, seconded by Patricia Agles, to approve Frank Webb Construction, Inc. Change Order #7 – Ag Mechanics Shop, Eleminate One Overhead Door (Credit).

Agles - Aye	Lopez - Aye
Chang - Absent	McHugh - Absent
Forest - Aye	Meder - Aye

Vote: (4 Ayes, 2 Absent) Motion carries.

12.8 APPROVE FRANK WEBB CONSTRUCTION, INC. CHANGE ORDER #8 - FSD SUBSTITUTE FOR SCHEDULING (Revised 07.18.22)

ACTION NO. 22.009

MOTION by Patricia Agles, seconded by Greg Forest, to approve Frank Webb Construction, Inc. Change Order #8 – FSD Substitute for Scheduling (Revised 07.18.22).

Agles - Aye	Lopez - Aye
Chang - Absent	McHugh - Absent
Forest - Aye	Meder - Aye

Vote: (4 Ayes, 2 Absent) Motion carries.

12.9 APPROVE FRANK WEBB CONSTRUCTION, INC. CHANGE ORDER #9 - AG. MECHANICS SHOP, ADD CEILING TILE

ACTION NO. 22.010

MOTION by Patricia Agles, seconded by Greg Forest, to approve Frank Webb Construction, Inc. Change Order #9 – Ag Mechanics Shop, Add Ceiling Tile.

Agles - Aye	Lopez - Aye
Chang - Absent	McHugh - Absent
Forest - Aye	Meder - Aye

Vote: (4 Ayes, 2 Absent) Motion carries.

12.10 APPROVE FRANK WEBB CONSTRUCTION, INC. CHANGE ORDER #10

- AG. MECHANICS SHOP, EXCAVATE AND BACKFILL TRENCH TO PROVIDE WATER LINE FOR HOSE BIBS

ACTION NO. 22.011

MOTION by Greg Forest, seconded by Patricia Agles, to approve Frank Webb Construction, Inc. Change Order #10 – Ag Mechanics Shop, Excavate and backfill trench to provide water line for hose bibs.

Agles - Aye	Lopez - Aye
Chang - Absent	McHugh - Absent
Forest - Aye	Meder - Aye

Vote: (4 Ayes, 2 Absent) Motion carries.

The Board returned to Closed Session at 6:55 p.m. to complete Closed Session agenda items. They returned to Open Session at 8:27 p.m. President Lopez reported that no action was taken during Closed Session.

13. ADJOURNMENT

ACTION NO. 22.012

MOTION by Shawndel Meder, seconded by Patricia Agles, to adjourn at 8:27 p.m. 4 yeas, 2 Absent. Motion carries.

Respectfully Submitted:

_____ _____

Nicole Newman, Superintendent Shawndel Meder, Clerk

_____ _____

Date Date

Checks Dated 07/01/2022 through 07/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22188366	07/08/2022	Adam Labs Inc	01-5800	Asbestos Inspection		20.00
22188367	07/08/2022	Animal Damage Management	01-5504	Animal Maint Control Svc		285.00
22188368	07/08/2022	ASCA	01-5200	ASCA No Limits Conf-Regis		469.00
22188369	07/08/2022	College Entrance Exam BoarPSAT 10	01-5800	PSAT		810.00
22188370	07/08/2022	Gopher Sports NW 5634	01-4300	PE Supplies/Equipment		2,459.29
22188371	07/08/2022	Hust Bros. Inc	01-5600	Rentals		15.98
22188372	07/08/2022	Stealth Window Tint	01-5600	Window Tint D9		666.02
22188373	07/08/2022	Synchrony Bank/Amazon	01-4300	office supplies		29.55
22188374	07/08/2022	The Bank of New York Mellon Corporate Trust Department	21-5800	Bond Financials		1,500.00
22188375	07/08/2022	US Bank Corporate	01-4100	Textbook	88.77	
			01-4300	Flash Drives	129.80	
				Maint Supplies	124.69	
				Office supplies	14.25	
				SagePublication	28.11	
				Textbooks	4,182.45	
			01-9330	Anatomage Use Mtg	495.00	5,063.07
22188376	07/08/2022	Wheatland Smog-repair Llc	01-5600	Vehicle Repair/Svc		237.32
22188377	07/08/2022	Youngtech	01-5800	VMware Renewal FY 21-22		1,156.00
22188378	07/08/2022	Yuba County Probation Department	01-5800	PASS Officer Contract		23,763.00
22188504	07/15/2022	ACSA C/O Michael Dawson	01-3902	ACSA Membership		1,255.74
22188505	07/15/2022	Adam Labs Inc	01-5800	Asbestos Inspection		1,000.00
22188506	07/15/2022	Advanced Document	01-5800	Copiear Maint Agreement		926.99
22188507	07/15/2022	Air Cleaning Specialists, Inc	35-6400	CTE Welding Booths		65,422.90
22188508	07/15/2022	Amsbaugh, Courtney	01-4300	Expense Reim		167.30
22188509	07/15/2022	AWSI	01-5800	FMCSA-Drug/Safety Check		45.00
22188510	07/15/2022	Bartolomei, Michael	01-4300	Expense Reim-Gas		155.00
22188511	07/15/2022	Beeler Tractor Co	01-4300	Maintenance supplies		127.91
22188512	07/15/2022	Boggs Education Consulting LLC	01-5800	CCSPP Grant Writing		10,450.00
22188513	07/15/2022	Boggs, Celeste	01-4300	Award Luncheon Reim		65.16
22188514	07/15/2022	CA+SA Studio	35-5800	AG Mechanics Metal Shop FY 22/23	2,898.00	
				AG Science Lab Building FY 22/23	4,922.00	7,820.00
22188515	07/15/2022	Capitol Custom Embroidery	01-4300	PirateComeAbout T-shirts		2,859.77
22188516	07/15/2022	CatapultK12	01-5800	Website Hosting FY 22/23		1,188.00
22188517	07/15/2022	Children's Aid Society	01-5200	Community School Cord Conf-Regis		212.00
22188518	07/15/2022	Circle R Irrigation Co	01-4300	Irrigation supplies		1,070.13
22188519	07/15/2022	City Of Wheatland	01-5800	SRO Svc		32,857.00
22188520	07/15/2022	Delta Bluegrass	01-6170	Finance Charges		4,528.80

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 07/01/2022 through 07/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22188521	07/15/2022	Electrick Motorsports	01-4400	Terrain Golf Cart-6 passenger		13,079.14
22188522	07/15/2022	Elite Metal Tools	01-4400	Pipe Notcher		3,734.62
22188523	07/15/2022	EWing	01-4300	Field Paint Supplies		83.93
22188524	07/15/2022	Fallon Woods Woods Family Speech Therapy	01-5800	Speech Therapy Svc FY 22-23		2,090.00
22188525	07/15/2022	Fletcher's Plumbling Contr Inc	01-5600	Plumbling Svc		470.00
22188526	07/15/2022	Frank Webb Construction Inc	35-6200	AG Science/Mechanics LLB Project		513,691.10
22188527	07/15/2022	Home Depot Gecf	01-4300	Maint. Supplies		95.26
22188528	07/15/2022	Jack E Campbell	35-5800	AgScience/AgShop Inspector Svc		13,200.00
22188529	07/15/2022	James Sutherland	01-5800	6/20-7/1 Mileage Reim		256.23
22188530	07/15/2022	John Coker Ag Repair	01-4300	Bus 11Svc	595.52	
			01-5600	Bus 11Svc	110.00	
				Bus 1Svc	110.00	
			01-5800	Bus 11Svc	770.00	
				Bus10 Svc	55.00	1,640.52
22188531	07/15/2022	Keiser, Carol	01-4300	P@Sea Reim	104.92	
				PCA Reim	96.35	201.27
22188532	07/15/2022	King Consulting, Inc.	25-5800	Professionall Consulting Svc FY 22/23		4,902.50
22188533	07/15/2022	Linmoore Fencing	40-6170	Locker room fence		9,600.00
22188534	07/15/2022	McClellan Ag Repair	01-4300	Bus 14Trasportation Repairs/Svc	90.07	
			01-5800	Bus 14Trasportation Repairs/Svc	110.00	200.07
22188535	07/15/2022	Medical Billing Technologies	01-5800	LEA Billing Svc FY 22/23		1,000.00
22188536	07/15/2022	Neff	01-4300	Rodeo Varsity Letter		230.80
22188537	07/15/2022	Newman, Nicole	01-4100	5/12-6/29 Expense/Travel Rem	1,665.00	
			01-4300	5/12-6/29 Expense/Travel Rem	378.26	
			01-5200	5/12-6/29 Expense/Travel Rem	4,424.27	
				CSBA Board Reim	2,354.10	8,821.63
22188538	07/15/2022	Pace Supply Corp	01-4300	Maintenance supplies		536.57
22188539	07/15/2022	Recology Yuba Sutter	01-5502	AG Farm Waste Svc FY 22/23		593.93
22188540	07/15/2022	SchoolMate	01-9330	Student Planners		5,976.00
22188541	07/15/2022	Shadd Janitorial Supply	01-4300	Janitorial Supplies		31.38
22188542	07/15/2022	SIA	01-5800	Prog Advosory Svc FY 22/23		2,100.00
22188543	07/15/2022	Stinemans Farm Supply	01-4300	AG Supplies	470.02	
				Culinary Supplies	339.33	
				Maint Supplies	988.89	
				Maintenance Supplies	4,473.96	6,272.20
22188544	07/15/2022	Sunbelt Rentals Inc	01-5600	Excavator rental		1,142.71
22188545	07/15/2022	Synchrony Bank/Amazon	01-4100	Intro to Atuomotive Svc Texts	898.74	

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Checks Dated 07/01/2022 through 07/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22188545	07/15/2022	Synchrony Bank/Amazon	01-4300	ECE-Beginnings & Beyond texts	912.01	
				Office Supplies	183.18	
			13-4300	Hangers	26.81	2,020.74
22188546	07/15/2022	TCSIG	01-9515	July 20200 WC-T52		12,437.32
22188547	07/15/2022	The Regents of UC UC Davis AR Lockbox	01-5200	History Project PD		6,750.00
22188548	07/15/2022	United Rentals North America LLC	01-5600	Loader Rental		999.72
22188549	07/15/2022	US Bank Corporate	01-4300	Art dept Supplies	303.00	
				Importance of Being Earnest-TE	89.38	
				Plan Printing	32.17	
				Sand&Gravel	956.39	
				SPED Snacks	125.32	
				SPED Stu Lunch	41.69	
			13-4300	Garment Rack	97.41	1,645.36
22188550	07/15/2022	Verizon Wireless	01-5900	Communication Svc		277.31
22188551	07/15/2022	Walberg Inc.	40-6170	Tennis Court Demo		2,124.00
22188552	07/15/2022	Work & Play Powersports	01-4400	Kawasaki Cart		11,182.83
22188553	07/15/2022	WUHS Student Body	01-4300	CIF Stbal Shirt Reim		367.00
22188699	07/22/2022	Bob's Lock & Key	01-5600	Key Lock Svc		257.36
22188700	07/22/2022	CalTronics JJR Enterprises Inc FIle 2388	01-4300	Toner		4,120.40
22188701	07/22/2022	Gopher Sports NW 5634	01-4300	PE Supplies/Equipment		2,192.33
22188702	07/22/2022	Hartman Publishing	01-4100	Nursing Asst. Care		1,501.43
22188703	07/22/2022	Home Depot Gecf	01-4300	Maintenance Supples		229.64
22188704	07/22/2022	King Pest Control	01-5504	Pest Control Svc FY 22/23		198.00
22188705	07/22/2022	L DeLo Designs	01-4300	Van Decals		191.47
22188706	07/22/2022	Norman Brand	01-5801	Arbitrabitlity ruling		1,500.00
22188707	07/22/2022	PlaceWorks Inc.	25-5800	Plumas Lake Property Environmental Study		6,100.00
22188708	07/22/2022	Recology Yuba Sutter	01-5502	Waste & Garbage Svc FY 22/23		3,367.76
22188709	07/22/2022	State Board Of Equalization Sales/Use Taxes Remittance	01-4300	2nd Qtr Use Tax	1,263.55	
			01-9505	2nd Qtr Use Tax	674.76	1,938.31
22188710	07/22/2022	US Bank Corporate	01-4300	Plan Printing	16.09	
			13-4300	Cafeteria Equipment	1,040.32	1,056.41
22188711	07/22/2022	Wards Natural Sci Inc	01-4300	Forensics Supplies		491.40
22188712	07/22/2022	Warren Asbestos	14-5800	Abestos Clearance Svc		2,800.00
22188853	07/29/2022	Adam Labs Inc	01-5800	Asbestos Testing Svc		1,000.00
22188854	07/29/2022	Alhambra	01-4300	Drinking Water Svc		63.37
22188855	07/29/2022	AT&T	01-5900	Communication Svc		2,209.26
22188856	07/29/2022	Blick Art Supplies	01-4300	Art Dept Supplies		3,200.28

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 07/01/2022 through 07/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22188857	07/29/2022	City Of Wheatland	01-5505	Water & Sewer Svc		3,018.76
22188858	07/29/2022	Delta Wireless Inc	01-4400	Security Cameras Project #195000090		6,597.09
22188859	07/29/2022	Famand Inc. Indoor Environmental Services	01-4300	Supplies/Svc	337.02	
			01-5800	Supplies/Svc	3,225.00	3,562.02
22188860	07/29/2022	Freeman, Ashley	01-5200	MTSS Conf-Mileage	28.75	
				MTSS Conf-Uber	51.96	80.71
22188861	07/29/2022	Heartland	13-5800	Heartland Software Renewal		2,169.00
22188862	07/29/2022	Home Depot Gecf	01-4300	Maintenance Supples		355.83
22188863	07/29/2022	Hust Bros. Inc	01-4300	Maintenance Supplies		142.52
22188864	07/29/2022	Keiser, Carol	01-5200	MTSS Conf-Uber/Parking		172.03
22188865	07/29/2022	Kingsley Bogard LLP	01-5801	June22 Prof Svc		15,423.03
22188866	07/29/2022	LSI Graphics	13-4300	Cafeteria Entrance Graphic		2,041.61
22188867	07/29/2022	Luz Maria Avers	01-5800	7/11-7/22 Mileage Reim		1,800.00
22188868	07/29/2022	MJB Welding Supply Inc	01-5600	June22 Rentals		48.00
22188869	07/29/2022	Moore, Brandon	01-5200	MTSS Conf-Uber		130.60
22188870	07/29/2022	National Fire Systems Inc	01-5800	Inspection Svc		834.79
22188871	07/29/2022	Newman, Nicole	01-5200	MTSS Conf-Mileage	36.25	
				MTSS Conf-Per Diem/Parking	2,567.00	2,603.25
22188872	07/29/2022	Office Depot	01-4300	Classification Folders		104.38
22188873	07/29/2022	Pace Supply Corp	01-4300	Maintenance Supplies		301.55
22188874	07/29/2022	Pacific Gas & Electric	01-5501	PG& E Svc		3,256.41
22188875	07/29/2022	Pacific Shredding	01-5800	Document Shredding Svc FY 22/23		133.28
22188876	07/29/2022	Shadd Janitorial Supply	01-4300	Custoidal/Janitorial Supplies		2,546.66
22188877	07/29/2022	Sherwin-williams Co	01-4300	Maintenance Supplies		571.73
22188878	07/29/2022	Showcase Auto Sales	01-6400	2020 Ford Transit XLT		51,303.54
22188879	07/29/2022	Sunbelt Rentals Inc	01-5600	Equipment Rentals		310.53
22188880	07/29/2022	Synchrony Bank/Amazon	01-4300	Argentina Flag	7.52	
				Art Dept supplies	336.22	
				ART Sipplies	736.24	
				Class Supplies	285.55	
				Classroom organizers	325.92	
				ECE Environmental Rating Scale	926.97	
				First Aid supplies	48.91	
				Importance of being Earnest-text	198.79	
				Office Supplies	393.92	
				PE Supplies	879.19	
				SPED Textbooks	550.27	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 07/01/2022 through 07/31/2022

Check Number	Check Date	Pay to the Order of	Fund-Obj	Comment	Expensed Amount	Check Amount
22188880	07/29/2022	Synchrony Bank/Amazon		TE Supplies	129.63	4,819.13
22188881	07/29/2022	TPx Communications	01-5900	Communication Svc		3,560.46
22188882	07/29/2022	Urban Futures Inc Division of Urban Furtures INC	21-5800	Disclosure Filing FY20-21		3,575.00
22188883	07/29/2022	US Bank Corporate	01-4200	Class Books-everything agrument	209.62	
				Composition Essays	2,715.26	
			01-4300	Art Dept	1,069.05	
				Class Supplies	1,404.00	
				Guitar Storage Rack	1,236.00	
				TE Supplies	562.43	
			01-5800	Kindle Svc Charge	9.99	7,206.35
ACH-00006759	07/29/2022	Darow Chun	Cancelled			2,400.51 *
		Cancelled on 07/27/2022				
				Total Number of Checks	**109**	**945,866.26**

	Count	Amount
Cancel	1	2,400.51
Net Issue		943,465.75

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	95	307,355.10
13	Cafeteria Special Rev Fund	5	5,375.15
14	Deferred Maintenance Fund	1	2,800.00
21	Building Fund	2	5,075.00
25	Capital Facilities Fund	2	11,002.50
35	County School Facilities Fund	4	600,134.00
40	Sp Reserve Fnd-Cap Outlay Pr	2	11,724.00
	Total Number of Checks	**108**	943,465.75
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		**943,465.75**

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Return to Agenda

WHEATLAND UNION HIGH SCHOOL DISTRICT

RESOLUTION NO. 82022

AUTHORIZING THE CONTINUED USE OF REMOTE TELECONFERENCING PROVISIONS (AB 361)

WHEREAS, the Governing Board of the Wheatland Union High School District ("Governing Board") is committed to open and transparent government, and full compliance with the Ralph M. Brown Act ("Brown Act"); and

WHEREAS, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

WHEREAS, the Governing Board recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

WHEREAS, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

WHEREAS, on September 16, 2021, the California legislature passed Assembly Bill ("AB") 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled "Proclamation of a State of Emergency," signed March 4, 2020; and

WHEREAS, the Governing Board previously adopted Resolution Number 42022 on April 20, 2022, and has since continued to find at least every thirty (30) days, that the requisite conditions exist to conduct remote teleconference meetings in accordance with Government Code section 54953(e); and

WHEREAS, the Governing Board is conducting its meetings through the use of telephonic and internet-based services so that members of the public may observe and participate in meetings and offer public comment; and

WHEREAS, as a condition of the continued use of the provisions found in Government Code section 54953(e), the Governing Board must reconsider the circumstances of the state of emergency and find that either it continues to directly impact the ability of the members to meet

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safely in person, and/or state or local officials continue to impose or recommend measures to promote social distancing.

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the Governing Board has reconsidered the circumstances of the state of emergency and finds that the state of emergency continues to directly impact the ability of members to meet safely in person.

BE IT FURTHER RESOLVED that the actions taken by the Governing Board through this Resolution may be applied to all District committees governed by the Brown Act unless otherwise desired by that committee.

BE IT FURTHER RESOLVED the Governing Board authorizes the Superintendent or their designee(s) to take all actions necessary to continue to conduct Governing Board meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from the adoption of this Resolution, after which the Governing Board will reconsider the circumstances of the state of emergency.

PASSED AND ADOPTED by the Wheatland Union High School District Governing Board on this 24th day of August 2022, by the following vote:

	Ayes	**Noes**	**Abstain**	**Absent**
Tony Lopez	_____	_____	_____	_____
Shawndel Meder	_____	_____	_____	_____
Patricia Agles	_____	_____	_____	_____
Greg Forest	_____	_____	_____	_____
Brendan McHugh	_____	_____	_____	_____
Lois Chang	_____	_____	_____	_____

ATTESTED TO:

_____
Tony Lopez
President of the Board of Education

_____
Nicole Newman
Superintendent

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WHEATLAND UNION HIGH SCHOOL DISTRICT
2022-2023 CONTRACTS FOR SERVICES AND MATERIALS
LISTING FOR BOARD REVIEW - INFORMATION ONLY

The Board shall review all transactions entered into by the Superintendent or designee on behalf of the Board every 60 days. (Education Code 17605)

The Board of Trustees recognizes its fiduciary responsibility to oversee the prudent expenditure of district funds. In order to best serve district interests, the Superintendent or designee shall develop and maintain effective purchasing procedures that are consistent with sound financial controls and that ensure the district received maximum value for items purchased. He or she shall ensure that records of expenditures and purchases are maintained in accordance with the law. (BP 3300)

Insofar as possible, goods and services purchased shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices. Maintenance costs, replacement costs, and trade-in values shall be considered when determining the most economical purchase price. When price, fitness, and quality are equal, recycled products shall be preferred when procuring materials for use in district schools and buildings. (BP 3300)

All purchases shall be made by formal contract or purchase order or shall be accompanied by a receipt. In order to eliminate the processing of numerous small purchase orders, the Superintendent or designee may create a "blanket" or "open" purchase order system for the purchase of minor items as needed from a vendor. He/she shall ensure that the "open" purchase order system details a maximum purchase amount, the types of items that can be purchased under this order, the individuals authorized to approve purchases, and the expiration date of the "open" order. (BP 3300)

CONTRACTS				
CONTRACT NO. / PROJECT NO.	CONTRACTOR	AMOUNT	SERVICES OR MATERIALS	BOARD APPROVAL/ RATIFICATION DATE
23-001	Keith Brown Drywall, Inc	$ 4,000	Paint Lounge, Bathrooms, and Doors	
23-002	Walberg, Inc.	$ 57,196	Portables Phase III Site Preparation	
23-003	Keith Brown Drywall, Inc	$ 31,950	District Office Portable Build Out	
23-004	DKS Electric	$ 32,010	District Office Portable Electrical	
23-005	TMP Services	$ 43,375	District Office Portable Ramps	
23-006	KS Telecom	$ 21,890	District Office Portable Feed & Station Cabling	
23-007	Keith Brown Drywall, Inc	$ 16,500	Construct Offices in Portables P2 and P3	

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Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on _Williams_ Uniform Complaints
[Education Code § 35186(d)]
2021-2022

District: Wheatland Union High School District

Person completing this form: Mona Hood Title: Administrative Assistant

Quarterly Report Submission Date:
(*check one*)

- ☐ October 2021-1st quarter-(7/1/21-9/30/21)
- ☐ January 2022-2nd quarter (10/1/21-12/31/21)
- ☐ April 2022-3rd quarter (1/1/22-3/31/22)
- ☒ July 2022-4th quarter (4/1/22-6/30/22)

Date for information to be reported publicly at governing board meeting: August 24, 2022
Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
CAHSEE Intensive Instruction and Services	0	0	0
TOTALS	0	0	0

Print Name of District Superintendent Nicole Newman

Signature of District Superintendent

7/1/2022
Date

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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2022-2023

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MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA WHEATLAND UNION HIGH SCHOOL DISTRICT

Contract Year 2022-2023

x Nonpublic School

_____ Nonpublic Agency

Type of Contract:

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

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

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

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2022-2023 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Wheatland Union High School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Odyssey Learning Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2022, between Wheatland Union High School, hereinafter referred to as the local educational agency ("LEA"), a member of the Yuba County SELPA and Odyssey Learning Center (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,
v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant

sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each

student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

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

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

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

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

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

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005),

AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license,

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

47. STAFF ABSENCE

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

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

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

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

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

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative

placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may

be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR	LEA
Odyssey Learning Center	Wheal
Nonpublic School/Agency	LEA Name
By: _____ Signature Date	By: _____ Signature Date
_____ Name and Title of Authorized Representative	_____ Nicole Newman, Superintendent

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name and Title Ronnie Chavez, Principal Shawn Sloane, Director	Name and Title Ashley Freeman, Director of Special Programs
Nonpublic School/Agency/Related Service Provider Odyssey Learning Center	LEA Wheatland Union High School District
Address 7150 Santa Juanita Avenue	Address 1010 Wheatland Road
City: Orangevale; State: CA; Zip: 95662	City: Wheatland; State: CA; Zip: 95692
Phone: 916-988-0258; Fax:	Phone: 530-633-3100; Fax: 530-633-3109
Email rchavez@odysseylearningcenter.org shawnsloane@odysseylearningcenter.org	Email afreeman@wheatlandhigh.org

Additional LEA Notification
(Required if completed)

Name and Title

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Address		
City	**State**	**Zip**
Phone	**Fax**	
Email		

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Odyssey Learning Center
The CONTRACTOR CDS NUMBER: 34-67447-6914246

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:1:10

Maximum Contract Amount: $50,000

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

1) Daily Basic Education Rate: $177.66

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$30	Hour
Language and Speech (415)	$120	Hour
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)	$120	Hour
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		

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Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)	$120	Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

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EXHIBIT B: 2022-2023 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Wheatland Union High School District Nonpublic School Odyssey Learning Center

LEA Case Manager: Name Ashley Freeman Phone Number 530-633-3100 ext 104

Pupil Name Avers (Last) Michael (First) (M.I.) Sex: x☐ M ☐ F Grade: 12 +

Address 8061 Quartz Way City Smartsville State/Zip CA 95977

DOB 06/25/2001 Residential Setting: x ☐ Home ☐ Foster ☐ LCI # ☐ OTHER

Parent/Guardian Michael and Luz Avers Phone (530) 639-9890 (Residence) ( ) (Business)

Address (If different from student) City State/Zip

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 315 during the regular school year
   220 during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   20 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: $177.66

   Estimated Number of Days 200 **x Daily Rate** $177.66 **= PROJECTED BASIC EDUCATION COSTS** $35,532

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group				30 min weekly	$60		$2520.00
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)				60 min weekly	$120		$5040.00
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ $7560.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $ $43,092

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON August 2022

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

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

-CONTRACTOR-

Odyssey Learning Center

(Name of Nonpublic School/Agency)

(Signature) (Date)

Ronnie Chavez, Principal and/or Shawn Sloane, Director

(Name and Title)

-LEA/SELPA-

Wheatland Union High School District

(Name of LEA/SELPA)

(Signature) (Date)

Nicole Newman, Superintendent and/or Ashley Freeman, Director of Special Programs

(Name of Superintendent or Authorized Designee)

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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2022-2023

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MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA WHEATLAND UNION HIGH SCHOOL DISTRICT

Contract Year 2022-2023

x Nonpublic School

_____ Nonpublic Agency

Type of Contract:

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

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

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

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2022-2023 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Wheatland Union High School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Odyssey Learning Center

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2022, between Wheatland Union High School, hereinafter referred to as the local educational agency ("LEA"), a member of the Yuba County SELPA and Odyssey Learning Center (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

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

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

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

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,
v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

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

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

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

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant

sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

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

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

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

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

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each

student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

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

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

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

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

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

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005),

AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

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

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license,

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

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

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

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

47. STAFF ABSENCE

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

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

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

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

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

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

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

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative

placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may

be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

Return to Agenda

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR	LEA
Odyssey Learning Center	**Wheatland Union High School District**
Nonpublic School/Agency	**LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
_____ **Name and Title of Authorized Representative**	_____ **Nicole Newman, Superintendent**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title **Ronnie Chavez, Principal** **Shawn Sloane, Director**	**Name and Title** **Ashley Freeman, Director of Special Programs**
Nonpublic School/Agency/Related Service Provider **Odyssey Learning Center**	**LEA** **Wheatland Union High School District**
Address **7150 Santa Juanita Avenue**	**Address** **1010 Wheatland Road**
City **State** **Zip** **Orangevale** **CA** **95662**	**City** **State** **Zip** **Wheatland** **CA** **95692**
Phone **Fax** **916-988-0258**	**Phone** **Fax** **530-633-3100** **530-633-3109**
Email **rchavez@odysseylearningcenter.org** **shawnsloane@odysseylearningcenter.org**	**Email** **afreeman@wheatlandhigh.org**

Additional LEA Notification
(Required if completed)

Name and Title

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Address		
City	**State**	**Zip**
Phone	**Fax**	
Email		

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Odyssey Learning Center
The CONTRACTOR CDS NUMBER: 34-67447-6914246

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:1:10

Maximum Contract Amount: $50,000

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

1) Daily Basic Education Rate: $177.66

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$30	Hour
Language and Speech (415)	$120	Hour
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)	$120	Hour
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		

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Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)	$120	Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

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EXHIBIT B: 2022-2023 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Wheatland Union High School District Nonpublic School Odyssey Learning Center

LEA Case Manager: Name Ashley Freeman Phone Number 530-633-3100 ext 104

Pupil Name West (Last) Tyson (First) (M.I.) Sex: x☐ M ☐ F Grade: 12 +

Address 1212 Colorado Drive City Plumas Lake State/Zip CA 95961

DOB 02/23/2001 Residential Setting: x ☐ Home ☐ Foster ☐ LCI # ☐ OTHER

Parent/Guardian Jeremy West Phone (916) 3902475 (Residence) ( ) (Business)

Address (If different from student) City State/Zip

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 315 during the regular school year
   220 during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 180 during the regular school year
   20 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: $177.66

   Estimated Number of Days 200 **x Daily Rate** $177.66 **= PROJECTED BASIC EDUCATION COSTS** $35,532

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group				60 min monthly	$120		$1320.00
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)				30 min monthly	$60		$660.00
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)				60 min monthly	$120		$1320.00
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							

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SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ $2640.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $ $38,172

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON August 2022

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

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

-CONTRACTOR-

Odyssey Learning Center

(Name of Nonpublic School/Agency)

(Signature) (Date)

Ronnie Chavez, Principal and/or Shawn Sloane, Director

(Name and Title)

-LEA/SELPA-

Wheatland Union High School District

(Name of LEA/SELPA)

(Signature) (Date)

Nicole Newman, Superintendent and/or Ashley Freeman, Director of Special Programs

(Name of Superintendent or Authorized Designee)

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CSBA District and County Office of Education
LEGAL services

CSBA DISTRICT SERVICES CORPORATION
CSBA DISTRICT AND COUNTY OFFICE OF EDUCATION
LEGAL SERVICES

SUBSCRIPTION SERVICE & ATTORNEY-CLIENT FEE AGREEMENT
June 23, 2022

I. SUBSCRIPTION SERVICE

This section is the agreement under which CSBA District Services Corporation – CSBA District and County Office Legal Services Program ("CSBA Legal Services") will provide a subscription service to Wheatland Union High School District ("Client" or "You").

1. **SCOPE OF SERVICES.** The Client's subscription will include access to and use of CSBA Legal Services' secured website database which contains a variety of legal resources and materials, which may include, but not be limited to, periodic legal publications relating to cases and legislation affecting public education, webcasts, legal guidance briefs, a searchable database of all publicly available collective bargaining agreements and salary schedules from around the State, and more.

The subscription scope of services does not include legal counsel, advice or representation, but such legal services are provided specifically through the Attorney-Client Fee Agreement set forth in Section II, *et seq.*

2. **SUBSCRIPTION FEE.** Client agrees to pay CSBA Legal Services an annual subscription fee as described in the Rate and Fee Schedule, which is incorporated into this Agreement, as consideration for access to CSBA's Legal Services' subscription service. The terms of this service shall continue on an annual basis until cancelled by either party pursuant to the terms of this agreement. Annual subscriptions will begin every July 1st through June 30th of the following year. Pro-rated rates will apply to the first year when services are initiated subsequent to July 1st. The subscription service will be offered each year through an annual invoice. The subscription service enables CSBA Legal Services to maintain and provide a comprehensive database to CSBA Legal Services clients for independent research.

Your subscription fee will be due upon execution of this Agreement.

The subscription fee is not pre-payment for legal counsel, advice or representation that may be provided by CSBA Legal Services. The terms and conditions of an agreement for provision of legal services are set forth below in Section II, *et seq.*

By initialing below, Client confirms that Client has read, understood, and agreed the subscription fee is not pre-payment for legal advice or legal services.

Wheatland Union High School District

Initials By: MR

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II. LEGAL SERVICES

This section is the attorney-client fee agreement under which CSBA Legal Services will provide legal services to "Client".

1. **SCOPE OF SERVICE TO ENTITY.** In addition to the Subscription Service described above, Client is hiring CSBA Legal Services to provide Client legal counseling and advice regarding issues that affect the general and common interests and/or expressive and associational rights of California public school districts. CSBA will counsel and advise Client regarding common issues that arise in the administration of public schools which touch upon important educational public policies. CSBA will not, under the terms of this agreement, represent Client in litigation or in any administrative proceeding. Any additional representation or services outside of general legal counseling and advice may only be provided upon mutual execution of a separate fee agreement between the parties. Seminars and in-house trainings regarding various areas of education may be provided pursuant to a separate fee agreement.

CSBA Legal Services represents the entity defined as Client, above. CSBA Legal Services does not represent any individual board member of employee of the Client. School boards may only act as a "whole," or by majority rule. No individual board member has authority to bind the school district independent of the decisions of a majority of the board. In the course of CSBA Legal Services' representation of Client, CSBA Legal Services will communicate and deal with the Board President and/or Superintendent or their designees, as designated or assigned by the majority board. Communications and dealings between CSBA Legal Services' and Client's designees does not make Client's designees the client.

2. **CONFLICT OF INTERESTS DISCLOSURE AND WAIVER.** CSBA Legal Services is likely to enter into Attorney-Client Fee Agreements with other public school districts or county offices of education ("public entities") during its representation of Client. CSBA Legal Services does not believe its current representation of Client or other public entities creates a potential or actual conflict of interests because Client and the other public entities share the same general and common interests and/or expressive and associational rights, that arise in the administration of public schools which touch upon important educational public policies.

CSBA Legal Services agrees not to represent a School District or County Office of Education with an interest materially and directly adverse to Client in any matter which is substantially related to CSBA's Legal representation of Client and where there is a reasonable probability that confidential information Client provides to CSBA Legal Services could be used to Client's disadvantage. Client further agrees that subject to these exceptions, CSBA Legal Services' representation of Client will not prevent or disqualify CSBA Legal Services from representing, counseling and advising other School Districts who may be adverse to Client and Client consents in advance to CSBA Legal Services' representation of such other School Districts or County Offices of Education.

At this time, CSBA Legal Services knows of no such representations of potential or actual conflicts.

CSBA Legal Services encourages Client to seek independent counsel regarding the import of this consent.

By initialing below, Client confirms that Client has read, understood and agreed to the provisions contained in this paragraph 2.

Wheatland Union High School District

Initials By: MM

3. **CLIENT'S DUTIES.** Client agrees to be truthful with CSBA Legal Services, cooperate, keep CSBA Legal Services informed of developments, abide by this Agreement, pay CSBA Legal Services' bills as provided below.

4. **CONFIDENTIALITY.** It is in Client's best interest to preserve the confidentiality of all communications between the parties. Client's ability to protect the confidentiality of those communications may be jeopardized if Client discloses their contents to third parties.

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5. LEGAL FEES AND BILLING PRACTICES.

a. **Responsible Party.** By engaging CSBA Legal Services, Client acknowledges and agrees that Wheatland Union High School District is responsible for payment of fees, costs, and other charges, as set forth in this Agreement. Client agrees that the individual signing this agreement has the authority to sign on behalf of Client and bound Client to the terms of this agreement. Client's Governing Board will approve this agreement during a duly authorized board meeting.

b. **Rates.** Client agrees to pay CSBA Legal Services at its hourly rates, when billed. CSBA Legal Services' current hourly rates are set forth on the attached Rate and Fee Schedule, which is incorporated into this Agreement. The hourly rates for all CSBA Legal Services personnel working on your matters will be stated in CSBA Legal Services' billing statements. CSBA Legal Services may change the rates at which it provides services to Client under this Agreement with ninety days (90) written notice to Client. In that event, CSBA Legal Services will notify Client of the new Rate and Fee Schedule and its effective date. No estimate of fees for any matter or task shall bind us, except only if and to the extent that the parties specifically and expressly agree in writing to be bound thereby.

c. **Specific Charges.** CSBA Legal Services charges a lower hourly rate for travel time as set forth on the Rate and Fee Schedule. If more than one of the legal personnel is required to attend a meeting each will charge for the time spent.

d. **Costs.** CSBA Legal will incur various costs and expenses in performing legal services under this Agreement, which Client agrees to pay. Costs and expenses commonly include use of third-party vendors or travel expenses. Some of the costs and expenses incur that are charged as disbursements to Client, as well as specifically excluded costs are set forth in the Rate and Fee Schedule. Other costs or expenses charged are determined by the vendor of the service, and the rates charged by vendors vary. On matters requiring sizable disbursements for third party vendors or services, CSBA Legal Services may ask Client to advance such disbursements or Client will be billed directly by third party vendor or service provider.

6. BILLING. CSBA Legal Services will send Client a monthly invoice detailing the time CSBA Legal Services has spent providing services to Client as well as the fees and costs incurred. Each invoice will be due upon receipt. If Client has any questions or comments regarding any invoice or dispute any aspect of any invoice, Client agrees to notify CSBA Legal Services promptly in writing so that both parties may resolve the matter expeditiously. Client has the right to have any fee dispute arbitrated in accordance with the California Business and Professions Code.
CSBA Legal Services agrees that it will not seek payment from Client for the first three (3) hours of legal services provided in the first year of Client's Subscription Service. Client's invoice will reflect these hours as "No Charge."

7. DISCHARGE AND WITHDRAWAL. Client may discharge CSBA Legal Services at any time. CSBA Legal Services may withdraw from representing Client with Client's consent or for good cause. When CSBA Legal Services' services conclude, all unpaid charges will immediately become due and payable. After CSBA Legal Services' services conclude, CSBA Legal Services will, upon Client's request, deliver Client's file (excluding attorney work product material) to Client as provided by California law.

8. MAINTENANCE OF INSURANCE. CSBA Legal Services informs Client that during the term of this Agreement, CSBA Legal Services shall maintain liability and errors and omissions insurance.

9. ALTERNATIVE DISPUTE RESOLUTION.

a. **Mediation.** Except as otherwise set forth in this section, Client and CSBA Legal Services agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. The mediator's recommendation for settlement,

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if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration unless the other Party refuses to cooperate in the setting of mediation.

b. **Dispute Regarding Fees.** Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. **Arbitration.** If the dispute is not resolved through mediation, the parties may mutually agree to resolve their dispute through binding arbitration. Either Party may make a written request to the other for arbitration. If the other party does agree to arbitration withing ten (10) days, the request shall be deemed denied.

d. **Effect of Termination.** The terms of this section (section II.9(a)-(d)) shall survive the termination of the Agreement.

III. ADDITIONAL PROVISIONS

1. **EFFECTIVE DATE.** The above date is for reference only. This Agreement will not take effect, and CSBA Legal Services will have no obligation to provide services, until Client returns a signed copy of this Agreement. The Agreement's effective date, however, will be retroactive to the date CSBA Legal Services first provided subscription and/or legal services.

2. **DISCLAIMER OF GUARANTEE.** Nothing in this Agreement, and nothing in CSBA Legal Services' statements or advice to Client will be construed as a promise or guarantee of a particular result, or the outcome of Client's matter. Nothing in this Agreement or any of the materials to which you will have access as a result of entering into the CSBA Legal Services' subscription service will be construed as a promise or guarantee of a particular result. CSBA Legal Services makes no such promises, guarantees, representations or warranties concerning the effectiveness of the material you may access and choose to use as part of your subscription service.

3. **ENTIRE AGREEMENT.** This Agreement is the entire Agreement between CSBA Legal Services and Client for subscription and legal services and supersedes all prior or contemporaneous negotiations, correspondence, understandings, and agreements between the parties, regarding the subject matters of this Agreement.

4. **INDEPENDENT COUNSEL.** Client understands its right to obtain, at its own expense, independent legal counsel regarding this Agreement or any aspect of this matter. Client's signature below indicates that it either sought such advice or waives its right to do so.

5. **COUNTERPARTS.** This Agreement may be signed in counterparts. Each counterpart shall constitute a binding agreement upon each and all of the undersigned.

6. **AMENDMENTS.** Neither this Agreement nor the application of any provision of this Agreement shall be amended or modified in any respect whatsoever except by an instrument in writing duly executed by the parties.

7. **GOVERNING LAW.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.

8. **JURISDICTION AND VENUE.** Jurisdiction and venue in the event of any litigation or action commenced by one party against the other, shall be only in a California state court having subject matter jurisdiction located in Yolo County, California. Each party hereby expressly consents to the personal jurisdiction of and in the venue of the foregoing courts.

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SO AGREED:

By signing below, Client acknowledges it has read and understood the terms of this Agreement, including those set forth in Section II, paragraph 2 regarding conflicts, Section III, paragraph 4 regarding right to seek independent counsel, and those set forth on the attached Rate and Fee Schedule and agree to them.

WHEREFORE, the parties to this Agreement, through their duly authorized representatives, have signed this agreement on the date(s) which appear below:

Dated: 06 / 30 / 2022

Wheatland Union High School District

By: _____
Nicole Newman
Superintendent

CSBA DISTRICT AND COUNTY OFFICE OF EDUCATION LEGAL SERVICES

Dated: 06 / 30 / 2022

By: Robert J. Tuerck
Robert J. Tuerck
Chief Legal Counsel

At its public meeting of August 24**, 20**22**, the Board approved this Agreement and authorized the above identified Board Member, Superintendent or designee to execute this Agreement.**

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RATE AND FEE SCHEDULE

Client(s): Wheatland Union High School District

Annual Subscription Fee:

July 1, 2021 – June 30, 2023	7% of Client's CSBA annual membership dues for the applicable year, pro-rate in accordance with the terms of the Subscription Service portion of this agreement
July 1, 2023 – June 30, 2024	10% of Client's CSBA annual membership dues for the applicable year

Hourly Rates:

Legal Services Attorneys:	$200
Attorney Travel:	$100
Paralegal:	$100

Hourly rates will be charged in minimum units of 0.2 hours.

Costs And Expenses:

Mileage:	IRS allowed mileage rate
Third Party Vendors (Lodging, Messenger Services, Investigator, etc.)	Actual Cost
Paralegal:	$100

Copying, facsimile, fees for on-line research tools like Westlaw or Lexis/Nexis, long-distance calls will not be charged to Client.

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HELLOSIGN

Audit Trail

TITLE	Hello
FILE NAME	Client_Fee_Agreem...20623-1-hrxxv.pdf
DOCUMENT ID	92b6b69a10a1414f231aed1d32fadf69069fbb98
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

This document was requested on csba.cliogrow.com and signed on csba.cliogrow.com

Document History

SENT	**06 / 23 / 2022** 21:52:54 UTC	Sent for signature to Nicole Newman (nnewman@wheatlandhigh.org) and Robert Tuerck (rtuerck@csba.org) from maryelamartinez@csba.org IP: 98.164.231.29
VIEWED	**06 / 23 / 2022** 21:58:03 UTC	Viewed by Nicole Newman (nnewman@wheatlandhigh.org) IP: 73.192.192.184
SIGNED	**06 / 30 / 2022** 19:43:56 UTC	Signed by Nicole Newman (nnewman@wheatlandhigh.org) IP: 73.185.43.211
VIEWED	**06 / 30 / 2022** 21:05:12 UTC	Viewed by Robert Tuerck (rtuerck@csba.org) IP: 108.249.26.233
SIGNED	**06 / 30 / 2022** 23:55:51 UTC	Signed by Robert Tuerck (rtuerck@csba.org) IP: 108.249.26.233
COMPLETED	**06 / 30 / 2022** 23:55:51 UTC	The document has been completed.

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CSBA District and County Office of Education
LEGAL services

Legal Resources Users

FIRST AND LAST NAME	TITLE	EMAIL ADDRESS
Nicole Newman	Superintendent	nnewman@wheatlandhigh.org
Kerri Hubbard	Chief Business Officer	chubbard@wheatlandhigh.org
Mona Hood	Administrative Assistant	mhood@wheatlandhigh.org

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Agscience Building and Shop Modernization Project
Payment Schedule

Contract			Contingencies		
	Contract Pay Schedule	Payments to Webb Construction, Inc.		Webb Construction, Inc.	Wheatland UHSD
Original Contract	**5,407,275.00**		**Contingencies**	**225,735.55**	**225,735.55**
Change Order #3	17,871.75				
Change Order #5	5,476.29				
Change Order #6	3,055.75				
Change Order #7	(8,184.00)				
Change Order #8	3,409.51				
Change Order #9	10,023.00				
Change Order #10	6,477.00				
Amended Contract	**5,445,404.30**	**5,445,404.30**			
	Pay Schedule				
Pay Application #1	513,691.10	513,691.10	Change Order #3	17,871.75	
Pay Application #2	513,691.10	513,691.10	Change Order #5	5,476.29	
Pay Application #3	513,691.10	513,691.10	Change Order #6	3,055.75	
Pay Application #4	513,691.10	513,691.10	Change Order #7	(8,184.00)	
Pay Application #5	513,691.10		Change Order #8	3,409.51	
Pay Application #6	513,691.10		Change Order #9	10,023.00	
Pay Application #7	513,691.10		Change Order #10	6,477.00	
Pay Application #8	513,691.10		Change Order #11	33,133.40	
Pay Application #9	513,691.10		Change Order #12	14,309.63	
Pay Application #10	513,691.10		Change Order #13	6,279.66	
Pay Application #11	45,060.67				
Pay Application #12	45,060.67				
Pay Application #13	45,060.67				
Pay Application #14	45,060.67				
Pay Application #15	45,060.67				
Pay Application #16	45,060.65				
Total	**5,407,275.00**	**2,054,764.40**		**91,851.99**	**-**
Current Balance	**-**	**3,390,639.90**		**133,883.56**	**225,735.55**

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Wheatland Union High School District

Certificated Teacher Substitute
Salary Schedule

2022-2023

Column1	Period	Daily Rate
1	Full Day	$230.00
2	Half Day	$115.00
3	Long Term Subs	$235.00

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PECTION TOOL
Y CONDITIONS EVALUATION

(REV 05/09)

GENERAL INFORMATION

The Facility Inspection Tool (FIT) has been developed by the Office of Public School Construction to determine if a school facility is in "good repair" as defined by Education Code (EC) Section 17002(d)(1) and to rate the facility pursuant to EC Section 17002(d)(2). The tool is designed to identify areas of a school site that are in need of repair based upon a visual inspection of the site. In addition, the EC specifies the tool should not be used to require capital enhancements beyond the standards to which the facility was designed and constructed.

Good repair is defined to mean that the facility is maintained in a manner that ensures that it is clean, safe, and functional. As part of the school accountability report card, school districts and county offices of education are required to make specified assessments of school conditions including the safety, cleanliness, and adequacy of school facilities and needed maintenance to ensure good repair. In addition, beginning with the 2005/2006 fiscal year, school districts and county offices of education must certify that a facility inspection system has been established to ensure that each of its facilities is maintained in good repair in order to participate in the School Facility Program and the Deferred Maintenance Program. This tool is intended to assist school districts and county offices of education in that determination.

County superintendents are required to annually visit the schools in the county of his or her office as determined by EC Section 1240. Further, EC Section 1240(c)(2)(I), states the priority objective of the visits made shall be to determine the status of the condition of a facility that poses an emergency or urgent threat to the health or safety of pupils or staff as defined in district policy, or as defined by EC Section 17592.72(c) and the accuracy of data reported on the school accountability report card with the respect to the safety, cleanliness, and adequacy of school facilities, including good repair as required by EC Sections 17014, 17032.5, 17070.75, and 17089. This tool is also intended to assist county offices of education in performing these functions.

The EC also allows individual entities to adopt a local evaluation instrument to be used in lieu of the FIT provided the local instrument meets the criteria specified in EC Section 17002(d) and as implemented in the FIT. Any evaluation instrument adopted by the local educational agency for purpose of determining whether a school facility is maintained in good repair may include any number of additional items but must minimally include the criteria and rating scheme contained in the FIT.

USER INSTRUCTIONS

The FIT is comprised of three parts as follows:

Part I, Good Repair Standard outlines the school facility systems and components, as specified in EC Section 17002(d)(1), that should be considered in the inspection of a school facility to ensure it is maintained in a manner that assures it is clean, safe and functional. Each of the 15 sections in the Good Repair Standard provides a description of a minimum standard of good repair for various school facility categories. Each section also provides examples of clean, safe and functional conditions. The list of examples is not exhaustive. If an evaluator notes a condition that is not mentioned in the examples but constitutes a deficiency, the evaluator can note such deficiency in the applicable category as "other."

Some of the conditions cited in the Good Repair Standard represent items that are critical to the health and safety of pupils and staff. Any deficiencies in these items require immediate attention and, if left unmitigated, could cause severe and immediate injury, illness or death of the occupants. They constitute extreme deficiencies and indicate that the particular building system evaluated failed to meet the standard of good repair at that school site. These critical conditions are identified with underlined text followed by an (X) on the Good Repair Standard. If the underlined statement is not true, then there is an extreme deficiency (to be marked as an "X" on the Evaluation Detail) resulting in a "poor" rating for the applicable category. It is important to note that the list of extreme deficiencies noted in the Good Repair Standard is not exhaustive. Any other deficiency not included in the criteria but meeting the definition above can be noted by the evaluator and generate a poor rating.

Part II, Evaluation Detail is a site inspection template to be used to evaluate the areas of a school on a category by category basis. The design of the inspection template allows for the determination of the scope of conditions across campus. In evaluating each area or space, the user should review each of the 15 categories identified in the Good Repair Standard and make a determination of whether a particular area is in good repair. Once the determination is made, it should be recorded on the Evaluation Detail, as follows:

OK	**No Deficiency - Good Repair:** Mark "OK" if all statements in the Good Repair Standard are true, and there is no indication of a deficiency in the specific category.
D	**Deficiency:** Mark "D" if one or more statement(s) in the Good Repair Standard for the specific category is not true, or if there is other clear evidence of the need for repair.
X	**Extreme Deficiency**: Indicate "X" if the area has a deficiency that is considered an "Extreme Deficiency" in the Good Repair Standard or there is a condition that qualifies as an extreme deficiency but is not noted in the Good Repair Standard.
NA	**Not Applicable:** If the Good Repair Standard category (building system or component) does not exist in the area evaluated, mark "NA".

Below are suggested methods for evaluating various systems and areas:

- **Gas** and **Sewer** are major building systems that may span the entire school campus but may not be evident as applicable building systems in each classroom or common areas. However, because a deficiency in either of these systems could become evident and present a health and safety threat anywhere on campus, the user should not mark "NA" and should instead include an evaluation of these systems in each building space.
- **Roofs** can be easily evaluated for stand alone areas, such as portable classrooms. For permanent buildings containing several areas to be evaluated, roofs should be considered as parts of individual areas in order to accurately account for a scope of any roofing deficiency. For example, a 10 classroom building contains damaged gutters on one side of the building, spanning across five classrooms. Therefore, an evaluator should mark five classrooms as deficient in the roof category and the other five classrooms as in good repair, assuming there are no other visible deficiencies related to roofing.
- **Overall Cleanliness** is intended to be used to evaluate the cleanliness of each space. For example, a user should note a deficiency due to dirty surfaces in Overall Cleanliness, rather than **Interior Surfaces**. At the same time, the user should note such deficiency only in Overall Cleanliness in order to avoid accounting for such deficiency twice, i.e. in two sections.
- The tool is designed to evaluate stand-alone restrooms as separate areas. However, restrooms contained within other spaces, such as a kindergarten classroom or a library, can be evaluated as part of that area under Restrooms. If the area evaluated does not contain a restroom, Restrooms should be marked "NA."
- **Drinking fountains** can exist within individual classrooms or areas, right outside of classrooms or restrooms or other areas, or as stand alone fixtures on playgrounds and sports fields. If a drinking fountain or a set of fountains is located inside a building or immediately outside the area being evaluated, it should be included in the evaluation of that area under Drinking Fountains. If a fountain is located on the school grounds, it should be evaluated as part of that outside space. If there is no drinking fountain in the area evaluated, Drinking Fountains should be marked "NA."
- **Playgrounds/School Grounds**, should be evaluated as separate areas by dividing a campus into sections with defined borders. In this case, several sections of the good repair criteria would not apply to the evaluation, as they do not exist outside of physical building areas, such as **Structural Damage** and **Fire Safety**, for example.

Part III includes the **Category Totals and Ranking**, the **Overall Rating**, and a section for **Comments and Rating Explanation**.

Once the inspector completes the site inspection, he or she must total the number of areas evaluated. The inspector must also count all of the spaces deemed in good repair, deficient, extremely deficient, or not applicable under each of the 15 sections. Next, the evaluator must determine the condition of each section by taking the ratio of the number of areas deemed in good repair to the number of areas being evaluated (after subtracting non-applicable spaces from the total number of areas evaluated). If any of the 15 sections received a rating of extreme deficiency, the ratio (i.e., the percentage of good repair) for that section and the category the section is in should default to zero. The total percent per category (A through H) is determined by the total of all percentages of systems in good repair divided by the number of sections in that category. For example, to determine the total percent for the Structural category, add the percentages for the Structural Damage and Roof sections and divide the result by two.

Next, the overall school site score is determined by computing the average percentage rating of the eight categories (i.e., the total of all percentages divided by eight). Finally, the rater should determine the overall School Rating by applying the Percentage Range in the table provided in Part III to the average percentage calculated and taking into consideration the Rating Description provided in the same table.

*Although the FIT is designed to evaluate each school site within a reasonable range of facility conditions, it is possible that an evaluator may identify critical facility conditions that result in an Overall School Rating that does not reflect the urgency and severity of those deficiencies and/or does not match the rating's Description in Part III. In such instances, the evaluator may reduce the resulting school score by one or more grade categories and describe the reasons for the reduction in the space provided for Comments and Rating Explanation.

When completing Part III of the FIT, the instructor should note the date and time of the inspection as well as weather conditions and any other pertinent inspection information in the specific areas provided and utilize the Comments and Rating Explanation Section if needed.

PART I: GOOD REPAIR STANDARD

(X): If underlined statement is not true, then this is an extreme deficiency (marked as an "X") on the Evaluation Detail resulting in a "poor" rating for the applicable category.

Gas Leaks
Gas systems and pipes appear safe, functional, and free of leaks. Examples include but are not limited to the following:

a. There is no odor that would indicate a gas leak. (X)
b. Gas pipes are not broken and appear to be in good working order. (X)
c. Other

Mechanical Systems
Heating, ventilation, and air conditioning systems (HVAC) as applicable are functional and unobstructed. Examples include but are not limited to the following:

a. The HVAC system is operable. (X)
b. The facilities are ventilated (via mechanical or natural ventilation).
c. The ventilation units are unobstructed and vents and grills are without evidence of excessive dirt or dust.
d. There appears to be an adequate air supply to all classrooms, work spaces, and facilities (i.e. no strong odor is present, air is not stuffy)
e. Interior temperatures appear to be maintained within normally accepted ranges.
f. The ventilation units are not generating any excessive noise or vibrations.
g. Other

Sewer
Sewer line stoppage is not evident. Examples include but are not limited to the following:

a. There are no obvious signs of flooding caused by sewer line back-up in the facilities or on the school grounds. (X)
b. The sanitary system controls odors as designed.
c. Other

Interior Surfaces (Floors, Ceilings, Walls, and Window Casings)
Interior surfaces appear to be clean, safe, and functional. Examples include but are not limited to the following:

a. Walls are free of hazards from tears and holes.
b. Flooring is free of hazards from torn carpeting, missing floor tiles, holes.
c. Ceiling is free of hazards from missing ceiling tiles and holes.
d. There is no evidence of water damage (e.g. no condensation, dampness, staining, warping, peeling, mineral deposits, etc.)
e. Other

Overall Cleanliness
School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly. Examples include but are not limited to the following:

a. Area(s) evaluated is free of accumulated refuse, dirt, and grime.
b. Area(s) evaluated is free of unabated graffiti.
c. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.
d. Other

Pest/Vermin Infestation
Pest or vermin infestation are not evident. Examples include but are not limited to the following:

a. There is no evidence of a major pest or vermin infestation. (X)
b. There are no holes in the walls, floors, or ceilings.
c. Rodent droppings or insect skins are not evident.
d. Odor caused by a pest or vermin infestation is not evident.
e. There are no live rodents observed.
f. Other

Electrical (Interior and Exterior)
1. There is no evidence that any portion of the school has a power failure. (X)

2. Electrical systems, components, and equipment appear to be working properly. Examples include but are not limited to the following:

a. There are no exposed electrical wires. Electrical equipment is properly covered and secured from pupil access. (X)
b. Outlets, access panels, switch plates, junction boxes and fixtures are properly covered and secured from pupil access.
c. Other

3. Lighting appears to be adequate and working properly, including exterior lights. Examples include but are not limited to the following:

a. Lighting appears to be adequate.
b. Lighting is not flickering.
c. There is no unusual hum or noise from the light fixtures.
d. Other

Restrooms
Restrooms in the vicinity of the area being evaluated appear to be accessible during school hours, clean, functional and in compliance with SB 892 (EC Section 35292.5). The following are examples of compliance with SB 892:

a. Restrooms are maintained and cleaned regularly.
b. Restrooms are fully operational.
c. Restrooms are stocked with toilet paper, soap, and paper towels.
d. Restrooms are open during school hours.
e. Other

Sinks/Fountains (Inside and Outside)
Drinking fountains appear to be accessible and functioning as intended. Examples include but are not limited to the following:

a. Drinking fountains are accessible.
b. Water pressure is adequate.
c. A leak is not evident.
d. There is no moss, mold, or excessive staining on the fixtures.
e. The water is clear and without unusual taste or odor.
f. Other

Fire Safety
The fire equipment and emergency systems appear to be functioning properly. Examples include but are not limited to the following:

a. The fire sprinklers appear to be in working order (e.g., there are no missing or damaged sprinkler heads). (X)
b. Emergency alarms appear to be functional. (X)
c. Emergency exit signs function as designed, exits are unobstructed. (X)
d. Fire extinguishers are current and placed in all required areas.
e. Fire alarms pull stations are clearly visible.
f. Other

Hazardous Materials (Interior and Exterior)
There does not appear to be evidence of hazardous materials that may pose a threat to pupils or staff. Examples include but are not limited to the following:

a. Hazardous chemicals, chemical waste, and flammable materials are stored properly (e.g. locked and labeled properly). (X)
b. Paint is not peeling, chipping, or cracking.
c. There does not appear to be damaged tiles or other circumstances that may indicate asbestos exposure.
d. Surfaces (including floors, ceilings, walls, window casings, HVAC grills) appear to be free of mildew, mold odor and visible mold.
e. Other

Structural Damage
There does not appear to be structural damage that has created or could create hazardous or uninhabitable conditions. Examples include but are not limited to the following:

a. Severe cracks are not evident. (X)
b. Ceilings & floors are not sloping or sagging beyond their intended design. (X)
c. Posts, beams, supports for portable classrooms, ramps, and other structural building members appear to be intact, secure and functional as designed. (X)
d. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines the structural components. (X)
e. Other

Roofs (observed from the ground, inside/outside the building)
Roof systems appear to be functioning properly. Examples include but are not limited to the following:

a. Roofs, gutters, roof drains, and down spouts are free of visible damage.
b. Roofs, gutters, roof drains, and down spouts are intact.
c. Other

Playground/School Grounds
The playground equipment and school grounds in the vicinity of the area being evaluated appear to be clean, safe, and functional. Examples include but are not limited to the following:

a. Significant cracks, trip hazards, holes and deterioration are not found.
b. Open “S” hooks, protruding bolt ends, and sharp points/edges are not found in the playground equipment.
c. Seating, tables, and equipment are functional and free of significant cracks.
d. There are no signs of drainage problems, such as flooded areas, eroded soil, water damage to asphalt, or clogged storm drain inlets.
e. Other

Windows/Doors/Gates/Fences (Interior and exterior)
Conditions that pose a safety and/or security risk are not evident. Examples include but are not limited to the following:

a. There is no exposed broken glass accessible to pupils and staff. (X)
b. Exterior doors and gates are functioning and do not pose a security risk. (X)
c. Windows are intact and free of cracks.
d. Windows are functional and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
e. Doors are intact.
f. Doors are functional and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
g. Gates and fences appear to be functional.
h. Gates and fences are intact and free of holes and other conditions that could present a safety hazard to pupils, staff, or others.
i. Other

PART II: EVALUATION DETAIL Date of Inspection: 07/21/22 School Name: Wheatland Union High School

CATEGORY / AREA	1 GAS LEAKS	2 MECH/HVAC	3 SEWER	4 INTERIOR SURFACES	5 OVERALL CLEANLINESS	6 PEST/VERMIN INFESTATION	7 ELECTRICAL	8 RESTROOM	9 SINKS/ FOUNTAINS	10 FIRE SAFETY	11 HAZARDOUS MATERIALS	12 STRUCTURAL DAMAGE	13 ROOFS	14 PLAYGROUND/ SCHOOL GROUNDS	15 WINDOWS/ DOORS/ GATES/FENCES
Main Admin Office	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK
COMMENTS:	This area was neat and clean.														
Kitchen and Cafeteria	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	NA	OK
COMMENTS:	This area is scheduled for new stage floor tile neat and clean. New floor tile in the cafeteria and foyer have been added to our facilities project board.														
Portables P-1, P-2, and P-3	OK	OK	OK	OK	OK	OK	D	NA	OK	OK	OK	OK	OK	OK	OK
COMMENTS:	Open electrical box in the ceiling needs cover closed. P-2 & P-3 have new offices under construction. Area was clean and neat.														
Weight Room	OK	OK	OK	OK	OK	OK	OK	NA	OK	OK	OK	OK	OK	OK	OK
COMMENTS:	Area was neat and clean. This year the building got new siding, gutter repairs, sheetrock repairs, and new paint inside and out.														
Boy's and Girl's locker rooms	OK	OK	OK	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:	Some of the lights are missing light diffusers, exit light needs repair. Overall this area was in good condition.														
E-Wing Restrooms	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:	Restroom signage needs to be replaced. Graffiti in stall #1 in Girls restroom needs to be removed.														
North Gym	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:	Safety straps were added to basketball backboards this year. This area was neet and clean.														
South Gym	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:	Seven ceiling tiles need to be replaced. We need new protective cages over the exit signs.														
C-Wing Classrooms	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:	This area was neat and clean.														
Library	OK	OK	OK	D	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
COMMENTS:	Carpet squares need to be replaced, we are working with the manufacture, this is a warrenty item. (On the facilities project board)														
COMMENTS:															

Marks: **OK** = Good Repair; **D** = Deficiency; **X** = Extreme Deficiency; **NA** = Not Applicable

Use additional Area Lines as necessary.

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PECTION TOOL(FIT)
Y CONDITIONS EVALUATION

(REV 05/09)

SCHOOL DISTRICT/COUNTY OFFICE OF EDUCATION		COUNTY	
Wheatland Union High School District		Yuba	
SCHOOL SITE		SCHOOL TYPE (GRADE LEVELS)	NUMBER OF CLASSROOMS ON SITE
Wheatland Union High School District		9th-12th	50
INSPECTOR'S NAME	INSPECTOR'S TITLE	NAME OF DISTRICT REPRESENTATIVE ACCOMPANYING THE INSPECTOR(S) (IF APPLICABLE)	
Terry Biladeau	Director FMOT		
TIME OF INSPECTION	WEATHER CONDITION AT TIME OF INSPECTION		
Early Morning	Cool, clear, nice morning.		

PART III: CATEGORY TOTALS AND RANKING (round all calculations to two decimal places)

TOTAL NUMBER OF AREAS EVALUATED	CATEGORY TOTALS	A. SYSTEMS			B. INTERIOR	C. CLEANLINESS		D. ELECTRICAL	E. RESTROOMS/FOUNTAINS		F. SAFETY		G. STRUCTURAL		H. EXTERNAL	
		GAS LEAKS	MECH/HVAC	SEWER	INTERIOR SURFACES	OVERALL CLEANLINESS	PEST/VERMIN INFESTATION	ELECTRICAL	RESTROOMS	SINKS/ FOUNTAINS	FIRE SAFETY	HAZARDOUS MATERIALS	STRUCTURAL DAMAGE	ROOFS	PLAYGROUND/ SCHOOL GROUNDS	WINDOWS/DOORS/ GATES/FENCES
↓	Number of "OK"s:	10	10	10	8	10	10	8	8	10	10	10	10	10	8	10
	Number of "D"s:	0	0	0	2	0	0	2	0	0	0	0	0	0	0	0
10	Number of "X"s:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Number of N/As:	0	0	0	0	0	0	0	2	0	0	0	0	0	2	0
Percent of System in Good Repair Number of "OK"s divided by (Total Areas - "NA"s)*		100.00%	100.00%	100.00%	80.00%	100.00%	100.00%	80.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Total Percent per Category (average of above)*		100.00%			80.00%	100.00%		80.00%	100.00%		100.00%		100.00%		100.00%	
Rank (Circle one) GOOD = 90%-100% FAIR = 75%-89.99% POOR = 0%-74.99%		GOOD			FAIR	GOOD		FAIR	GOOD		GOOD		GOOD		GOOD	

*Note: An extreme deficiency in any area automatically results in a "poor" ranking for that category and a zero for "Total Percent per Category".

OVERALL RATING:

DETERMINE AVERAGE PERCENTAGE OF 8 CATEGORIES ABOVE →	95.00%	SCHOOL RATING** →	GOOD

**For School Rating, apply the Percentage Range below to the average percentage determined above, taking into account the rating Description below.

PERCENTAGE	DESCRIPTION	RATING
99%-100%	The school meets most or all standards of good repair. Deficiencies noted, if any, are not significant and/or impact a very small area of the school.	EXEMPLARY
90%-98.99%	The school is maintained in good repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and/or resulting from minor wear and tear, and/or in the process of being mitigated.	GOOD
75.%-89.99%	The school is not in good repair. Some deficiencies noted are critical and/or widespread. Repairs and/or additional maintenance are necessary in several areas of the school site.	FAIR
0%-74.99%	The school facilities are in poor condition. Deficiencies of various degrees have been noted throughout the site. Major repairs and maintenance are necessary throughout the campus.	POOR

COMMENTS AND RATING EXPLANATION: This is a great High School with excellent leadership, support, and teaching staff. Our facilities have been showing improvements every year over the past five years. This last year improvements were made to the sports fields, safety equipment was added to both gyms, and alarm-communications-low voltage upgrades were completed throughout the school. This next school year students will return to a science building under construction and a completely remodeled welding shop with new equipment.

All items noted in this inspection in the evaluation detail were put into our work-order system and will be addressed approprate department.

California School Boards Association

AGREEMENT FOR GOVERNANCE CONSULTING SERVICES

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as "CSBA" and Wheatland Union High School District hereinafter referred to as "District."

CONDITION PRECEDENT

To be eligible for this program, the district must be a member in good standing of CSBA.

The parties hereby agree as follows:

1. DUTIES AND RESPONSIBILITIES OF DISTRICT

1.1 District agrees to:

a. assure attendance by all board members, and the superintendent Wheatland Union High School District as requested by CSBA;

b. provide appropriate facilities for each session; and

c. provide necessary food and refreshments.

2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA

2.1 CSBA agrees to:

a. provide access to the Board Self Evaluation tool and explain how it is used.

b. provide any necessary copyrighted course materials as needed for the self-evaluation workshop;

c. assist members with questions and clarifications.

d. provide summary materials from the governance consulting services.

3. COMPENSATION AND REIMBURSEMENT OF EXPENSES

3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of $200.

3.2 Payment is due within 30 days upon receipt of invoice from CSBA, following the service delivery.

3.3 In the event that District cancels the workshop after it is scheduled, District agrees to reimburse CSBA for any travel expenses already incurred.

4. CONTRACT TERMINATION

4.1 The terms of the Agreement shall terminate no later than June 30, 2023, or sooner if all provisions have been satisfied.

4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or District may terminate this agreement without cause by giving thirty (30) days written notice to the other party.

4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District may terminate this Agreement by giving written notification to CSBA.

4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to District.

5. GENERAL PROVISIONS

5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

Tony Lopez Board President Wheatland Union High School District Address: 115 Corbin Dr. Wheatland, California, 95692, Untied States Phone: (530) 633-3100	Nicole Newman Superintendent Wheatland Union High School District Address: 1010 Wheatland Rd., Wheatland, California, 95692-9798, Untied States Phone: (530) 633-3100	Naomi Eason, Ed.D. Assistant Executive Director, Member Services California School Boards Association 3251 Beacon Boulevard West Sacramento, CA 95691 Phone: (916) 669-3293 Fax: (916) 371-3407

5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the Governance consulting services.

5.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.

5.4 This Agreement will be governed and construed according to the laws of the State of California.

AGREED

SCHOOL DISTRICT

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BY: _____ DATED: _____
Tony Lopez, Board President

BY: _____ DATED: 8/3/22
Nicole Newman, Superintendent

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY: _____ DATED: 08/03/2022
Naomi Eason, Ed.D.
Assistant Executive Director,
Member Services

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Wheatland Union High School District

Certificated Management
Salary Schedule

2022-2023

Step	Principal	Director of Health Services	Director of Special Programs	Assistant Principal Director of Student Services Director of Community Schools	Director of Career and Technical Education, Innovation, and Instructional Technology Director of Works Based Learning and STEAM
	Hours/Day: 8 Days/Year: 215	Hours/Day: 8 Days/Year: 210	Hours/Day: 8 Days/Year: 205	Hours/Day: 8 Days/Year: 205	Hours/Day: 8 Days/Year: 200
	Annual Salary	Annual Salary	Annual Salary	Annual Salary	Annual Salary
1	$109,669.90	$87,777.90	$107,151.82	$99,507.23	$89,622.07
2	$113,369.91	$90,894.30	$110,766.89	$102,855.15	$92,627.71
3	$117,200.34	$93,951.90	$114,509.37	$106,624.84	$96,332.01
4	$121,167.77	$97,395.90	$118,382.49	$110,522.78	$100,159.09
5	$125,266.72	$100,955.40	$122,390.55	$114,532.23	$104,072.10
6	$129,513.63	$104,617.80	$126,539.94	$118,427.59	$107,624.65
7	$133,908.49	$108,175.20	$130,833.90	$123,205.18	$112,757.49
8	$138,456.79	$112,539.00	$135,277.76	$127,640.56	

Advanced Degree Stipends:

One advanced degree stipend is awarded for highest degree earned

Master's Degree	$2,240.53
Doctorate	$3,360.79

Annual District Health and Welfare Contribution:

Per Full Time Equivalent	$13,588.56

Board Approved:

2022-2023 salary schedule includes a 4.5% increase effective 7/1/2022

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EMPLOYMENT CONTRACT
between
CHRISTOPHER JORRIN
and the
WHEATLAND UNION HIGH SCHOOL DISTRICT
OF YUBA COUNTY, CALIFORNIA

This Employment Contract ("Contract") is by and between the Wheatland Union High School District, hereafter referred to as "District," and Christopher Jorrin, hereinafter referred to as "Director of Student Services."

NOW THEREFORE, District offers, and Director of Student Services accepts, employment as Director of Student Services of the Wheatland Union High School District:

I. TERM

A. Term
The term of this Contract is July 1, 2022 through June 30, 2024.

B. Extensions
Term may be extended as set forth in Article X., below.

II. COMPENSATION

A. District shall pay Director of Student Services an annual base salary as set forth in Exhibit A beginning July 1, 2022. Salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary rate for services rendered during the preceding month.

B. At the conclusion of each Fiscal Year (a "Fiscal Year" is defined as commencing on July 1 and concluding on June 30), Director of Student Services' salary shall increase by one (1) step on the same salary schedule set forth in Exhibit A. Director of Student Services is eligible for Advanced Degree compensation.

III. PROFESSIONAL DUTIES AND RESPONSIBILITIES OF DIRECTOR OF STUDENT SERVICES

A. General Duties

Director of Student Services

The Director of Student services is a student guidance counselor who has been delegated by the Superintendent, and approved by the Board of Trustees, to perform supervisory duties essential to the efficient operation of the counseling department. The Director of Student Services will provide leadership and management in administering, monitoring, oversite, coordinating and evaluation guidance/discipline services, health services, child welfare, attendance services, and the Get Focused Stay Focused Initiative.

Oversee and provide guidance of students in the following areas:

1. Curriculum guidance for high school graduation and college admission
2. Personal counseling/ Social emotional counseling
3. Career counseling
4. Conflict mediation
5. Transcript evaluation
6. Student registration
7. Student college searches
8. Student college applications
9. Financial Aid (student presentations and parent presentations)
10. Student attendance review
11. Get Focused Stay Focused Initiative

Assists the Testing Coordinator, Administrators, and Directors, by way of illustration and not limitation, with the following school testing programs:

1. Advanced Placement
2. CAASPP
3. ELPAC
4. Dual Enrollment
5. Articulation

Oversee coordination of, by way of illustration and not limitation, the following organizations:

1. Curriculum Counsel
2. Beale Focus Group
3. Career and Technical Education Advisory
4. Agriculture Advisory

Supervise the Counseling Department, by way of illustration and not limitation, perform the following duties:

1. Participate in hiring process of all department employees, including: conducting interviews and making highly weighted recommendations to District administrators
2. Supervise all professional, technical, and clerical department employees.
3. Set quarterly meetings with counselors and establish individual development plans for areas of growth.
4. Establish standards, roles and responsibilities of all counselors.
5. Oversee the creation and implementation of the counseling calendar.
6. Coach counselors in SEL.
7. Coach counselors in academic counseling and effective reading of transcripts.
8. Oversee selection of Shady Creek counselors to grow youth leadership.
9. Serve as the liaison between the counseling department and the CTE department.
10. Distribute annual caseloads to counselors.
11. Supervisory responsibility for planning, assigning and reviewing the quantity work of all department employees, including: authorization and assignment of specific projects, determination of whether to use substitutes to cover absences, rescheduling of work hours, and recommendation and authorization of overtime.
12. Recommend personnel action to principal when appropriate of all department employees.
13. Plan, organize, and direct the preparation of a variety of pupil services reports.

14. Develop, implement, interpret, and administer department policies, rules and regulations.
15. Evaluate classified employees in the department.
16. Direct the development and management of court-ordered dropout prevention program and student discipline programs.
17. Keep informed of all legislative and State Department of Education requirements pertaining to Student Services.
18. Collaborate with other districts, county office and community agencies in providing for the needs of students.
19. Serve as the liaison between the counseling department and the Director of Community Schools, to provide support and coordination with community services, welfare and legal agencies.
20. Serve as the counseling lead for the Get Focused Stay Focused Initiative.
21. Collaborate with local community colleges for articulation and dual enrollment courses.

Additional miscellaneous duties:

1. Assist with development of the Master Schedule.
2. Assist with balancing class sizes.
3. Oversee implementation of parent conferences.
4. Attend IEP conferences as assigned.
5. Oversee implementation of 504 conferences.
6. Assist with updating A-G course list.
7. Assist with updating NCAA course list.
8. Support ELD services.
9. Oversee the coordination of articulation with intermediate schools.
10. Coordinate SST/SSM.
11. Support the distribution of academic awards.
12. Support the coordination of Senior Awards Night.
14. Assist with Graduation ceremony.
15. Other duties as assigned by Superintendent.

IV. DUTY, NON-DUTY DAYS, AND LEAVE BENEFITS

A. Work Year Calendar

Director of Student Services shall render twelve (12) months of full and regular service to District, with the exception of vacations, District-approved holidays, vacation, and approved leaves as set forth in the Contract, at two-hundred and five (205) work days per year. It is understood that the demands of the position of Director of Student Services will require more than eight (8) hours a day and/or forty (40) hours per work week. Director of Student Services is not entitled to receive overtime compensation.

B. Holidays

Director of Student Services shall receive those holidays set forth in Section 37220 of the Education Code.

C. Illness Leave

Director of Student Services shall accrue illness leave at the rate of one (1) day per month per Contract year. This leave shall accumulate without limit.

V. EXPENSES AND OTHER BENEFITS

A. General Expenses

1. Except as otherwise provided in this Contract, District shall reimburse Director of Student Services for all actual and necessary expenses that have been incurred within the scope of employment. In accordance with prudent business practices, payment shall require counter-signature by the Director of Fiscal Services.

2. Reimbursement of all expenses shall be in accordance with Board policy.

B. Fringe Benefits – Medical/Dental/Vision

District shall provide Director of Student Services with medical, dental, and vision insurance on the same basis that such insurances are available to other full-time certificated employees. Director of Student Services has the option to decline medical, dental, and vision insurance and receive the district contribution towards insurance premiums in lieu of coverage.

C. Mileage

District shall reimburse Director of Student Services for use of Director of Student Services' personal vehicle for purposes related to District business from Wheatland, California. Mileage shall be reimbursed at the applicable Standard Mileage Rate set by the Internal Revenue Service.

VI. NON-RENEWAL OF EMPLOYMENT CONTRACT

A. Ninety Day Notice

Should the Superintendent determine not to re-employ Director of Student Services under any successor contract, the Superintendent shall give written notice of this decision to the Director of Student Services pursuant to Education Code section 35031 at least ninety (90) days (rather than the statutory forty-five [45] days) prior to the end of this Contract, or any successor Contract.

VII. TERMINATION OF EMPLOYMENT CONTRACT

This employment Contract may be terminated prior to its normal expiration by:

A. Mutual agreement of the parties.

B. Retirement of Director of Student Services.

D. Physical or mental inability of the Director of Student Services to perform their duties.

E. Termination for Cause.

1. In the event of termination for cause, which shall be defined as conduct which is seriously prejudicial to District, this Contract may be terminated. This shall include, by way of illustration and not limitation, failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the District, unprofessional conduct, incompetency, neglect of duty, or a breach of this Contract. Determination of whether cause exists shall be in the sole discretion of the Superintendent.

2. Should the Superintendent elect to terminate this Contract prior to its expiration pursuant to this section, the Superintendent shall notify Director of Student Services in writing. Upon request, Superintendent shall serve upon Director of Student Services reasonably detailed statement of the facts upon which the Superintendent has determined that cause exists. Director of Student Services will be afforded an opportunity for a meeting.

VII. GENERAL PROVISIONS

A. Full and Complete Document

This Contract is the full and complete Contract between the parties. It can be changed or modified only in writing, which must be signed by the parties or their successors in interest to this Contract.

B. Applicable Laws

Except as modified by an express term of this Contract, this Contract is subject to all applicable laws of the State of California, to the rules and regulations of the State Superintendent of Education, and to the lawful rules and regulations of the Superintendent of Trustees of the Wheatland Union High School District. These laws, rules, regulations, and policies as referenced above, are a part of the terms and conditions of this Contract as though fully set forth herein.

IN WITNESS, we affix our signatures to this Contract as the full and complete understanding of the relationships between the parties.

SUPERINTENDENT of the WHEATLAND UNION HIGH SCHOOL DISTRICT

Date: _____

By: _____

I accept this offer of employment and agree to comply with all of its terms and to fulfill all of the duties of employment of Director of Student Services of the Wheatland Union High School District.

Date: _____

By: _____

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Exhibit A

Salary Schedule

Director of Student Services

Salary Schedule

2022-2023

Hours/Day: 8
Work Days/Yr: 205
Contract Days/Year: 205

Step	Annual Salary	Daily Rate
1	$99,507.23	$485.40
2	$102,855.15	$501.73
3	$106,624.84	$520.12
4	$110,522.78	$539.14
5	$114,532.23	$558.69
6	$118,427.59	$577.70
7	$123,205.18	$601.00
8	$127,640.56	$622.64

Master's Degree $2,240.53
Doctorate $3,360.79

Annual District Health and Welfare Contribution: $13,588.56

Advanced Degree Stipends:

Masters = Additional 4% annually calculated on Column III Step 1 on the Certificated Teachers Salary Schedule
Doctorate = Additional 6% annually calculated on Column III Step 1 on the Certificated Teachers Salary Schedule

Note: One advanced degree stipend is awarded for highest degree earned

Board Approved:

2022-2023 salary schedule includes a 4.5% increase effective 7/1/2022

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Wheatland Union High School District

Fiscal Services

REPORT TO THE BOARD

TO:	Nicole Newman, Superintendent Governing Board Members
FROM:	Kerri Hubbard, Chief Business Officer
DATE:	August 18, 2022
SUBJECT:	Revision to Public Disclosure of Collective Bargaining Agreement re: Classified Management Positions

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Background:

At the June 28, 2022 board meeting, the governing board approved the Public Disclosure of Collective Bargaining Agreement which included a 2% salary schedule increase to Classified Management Positions. The Classified Management Positions include the following:

- Director of Capital Facility Projects, MOT
- Director of Technology
- Director of Food Services

Discussion/Issues:

The Classified Management group is unrepresented and not subject to formal bargaining. The group was not subject to the salary schedule increase in 2021-22 of 2.5% that Classified Confidential received. Both Classified Management and Classified Confidential received an additional 2% in 2022-23, thus increasing Classified Confidential by 4.5% over two years and increasing Classified Confidential by only 2% over two years.

To create equitable pay increases, Administration is resubmitting for board approval the 2022-23 salary schedules for the Classified Management group with a 4.5% increase over prior year rather than a 2% increase. This would align the pay increases between the two groups. The salary schedule would be effective July 1, 2022.

Recommendation:

Administration recommends that the Board of Education approve the Classified Management salary schedules.

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Wheatland Union High School District

Director of Capital Facilities Projects, Maintenance, Operations, and Transportation

Salary Schedule

2022-2023

Work Days/Yr: **260**
Hours/Day: **8**

Step	Annual Salary	Hourly Rate
1	$47.84	$99,507.20
2	$49.45	$102,856.00
3	$51.26	$106,620.80
4	$53.14	$110,531.20
5	$55.06	$114,524.80
6	$56.94	$118,435.20
7	$59.23	$123,198.40
8	$61.31	$127,524.80

Associate's Degree	$630.21
Bachelor's Degree	$1,261.61

Note: One advanced degree stipend is awarded for highest degree earned

Annual District Health and Welfare Contribution: $13,588.56

Board Approved:

2022-2023 salary schedule includes a 2% increase effective 7/1/2022

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Wheatland Union High School District

Director of Food Services

Salary Schedule

2022-2023

Work Days/Yr: **220**

Contract Days/Yr: **234**

Hours/Day: **8**

Step	Hourly Rate	Annual Salary
1	$30.37	$56,852.64
2	$31.88	$59,679.36
3	$33.38	$62,487.36
4	$34.89	$65,314.08
5	$36.39	$68,122.08
6	$37.91	$70,967.52
7	$39.05	$73,101.60
8	$40.22	$75,291.84

Associate's Degree	$630.21
Bachelor's Degree	$1,261.61

Note: One advanced degree stipend is awarded for highest degree earned

Annual District Health and Welfare Contribution: $13,588.56

Board Approved:

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Wheatland Union High School District

Director of Technology

Salary Schedule

2022-2023

Days/Year: **260**

Hours/Day: **8**

Step	Hourly Rate	Annual
1	$35.51	$73,860.80
2	$37.38	$77,750.40
3	$39.30	$81,744.00
4	$40.57	$84,385.60
5	$41.79	$86,923.20
6	$43.05	$89,544.00
7	$44.34	$92,227.20
8	$45.67	$94,993.60

Associate's Degree	$630.21
Bachelor's Degree	$1,261.61

Note: One advanced degree stipend is awarded for highest degree earned

Annual District Health and Welfare Contribution: $13,588.56

Board Approved:

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Wheatland Union High School
Coaching Clearance - Fall 2022

Sport	Level	Last Name	First Name	Status	CPR	First Aid	AED	NFHS Concussion Course	NFHS Fundamentals of Coaching	Mandated Reporter	TB Test	Sudden Cardiac Arrest	Sexual Harrasment	Heat Illness & Prevention	Bloodborn Pathogens
Football (11 man)	Varsity	Atkinson	Stephanie	Cleared	01/20/2023	01/20/2023	01/20/2023	06/24/2024	07/01/2020	07/30/2023	07/31/2025	06/24/2024	07/30/2023	06/24/2024	07/30/2023
Football (11 man)	Varsity	Bartolomei	Mike	Cleared	07/17/2024	07/17/2024	07/17/2024	07/17/2024	08/01/2020	07/07/2023	08/23/2025	07/17/2024	07/07/2023	07/17/2024	07/07/2023
Football (11 man)	Junior Varsity	Bender	Eric	Cleared	07/19/2024	07/19/2024	07/19/2024	07/24/2024	07/24/2022	07/01/2023	07/22/2027	07/24/2024	07/01/2023	07/24/2024	07/13/2023
Volleyball, Girls	Freshman	Bond	Elizabeth	Cleared	08/21/2022	08/21/2022	08/21/2022	04/27/2024	04/27/2022	07/19/2023	11/20/2025	04/27/2024	07/19/2023	04/27/2024	07/19/2023
Football (11 man)	Junior Varsity	Contreras	Anthony	Cleared	08/19/2023	08/19/2023	08/19/2023	08/19/2023	08/19/2021	07/25/2023	07/25/2026	08/19/2023	07/25/2023	08/19/2023	07/25/2023
Football (11 man)	Freshman	Cova	Casey	Cleared	06/26/2024	06/26/2024	06/26/2024	07/18/2024	07/18/2022	08/02/2023	07/12/2027	07/18/2024	08/02/2023	07/18/2024	08/02/2023
Football (11 man)	Junior Varsity	Crawley	Joshua	Cleared	11/03/2023	11/03/2023	11/03/2023	07/07/2024	07/07/2022	07/11/2023	07/06/2027	07/07/2024	07/11/2023	07/07/2024	07/11/2023
Football (11 man)	Varsity	Fatten	Andrew	Cleared	05/28/2023	05/28/2023	05/28/2023	08/10/2024	08/01/2010	07/01/2023	07/26/2026	08/10/2023	07/01/2023	08/10/2023	07/01/2023
Football (11 man)	Varsity	Gaylord	Eugene	Cleared	09/09/2024	09/09/2024	09/09/2024	07/22/2024	07/22/2022	07/01/2023	08/19/2024	07/22/2024	07/01/2023	07/22/2024	09/09/2023
Football (11 man)	Freshman	Hulsey	Matthew	Cleared	07/25/2024	07/25/2024	07/25/2024	07/25/2024	07/01/2015	08/15/2023	07/01/2025	07/25/2024	08/15/2023	07/25/2024	08/15/2023
Football (11 man)	Freshman	Hulsey	Michael	Cleared	06/06/2024	06/06/2024	06/06/2024	06/08/2024	07/01/2010	07/01/2023	07/01/2027	06/09/2024	07/01/2023	06/08/2024	07/01/2023
Football (11 man)	Junior Varsity	Husse	Will	Cleared	05/28/2023	05/28/2023	05/28/2023	09/01/2023	09/01/2021	07/01/2023	07/28/2026	09/01/2023	07/01/2023	09/01/2023	07/01/2023
Football (11 man)	Varsity	Manion IV	Earl	Cleared	07/20/2023	07/20/2023	07/20/2023	08/01/2023	08/01/2021	07/01/2023	07/01/2027	08/01/2023	07/01/2023	08/01/2023	07/01/2023
Football (11 man)	Freshman	Martinez	Manny	Cleared	08/06/2024	08/06/2024	08/06/2024	07/26/2024	08/03/2022	07/09/2023	07/01/2027	07/27/2024	07/09/2023	08/10/2024	07/09/2023
Cheer	Varsity	McHugh	Heather	Cleared	05/15/2023	05/15/2023	05/15/2023	06/07/2023	06/01/2010	07/03/2023	07/01/2025	06/07/2023	07/03/2023	06/07/2023	07/03/2023
Football (11 man)	Varsity	ONeal	George	Cleared	07/10/2024	07/10/2024	07/22/2024	07/10/2024	07/01/2010	07/10/2023	08/06/2026	07/10/2024	07/10/2023	07/10/2024	01/01/2023
Cheer	Junior Varsity	page	Sadie	Cleared	07/08/2024	07/08/2024	07/08/2024	09/03/2023	07/01/2021	08/18/2023	07/01/2026	09/03/2023	08/18/2023	07/03/2023	08/18/2023
Volleyball, Girls	Varsity	Phillips	Kim	Cleared	07/29/2023	07/29/2023	07/29/2023	07/18/2024	07/01/2050	07/01/2023	08/01/2026	07/18/2024	07/01/2023	07/19/2024	07/01/2023
Volleyball, Girls	Junior Varsity	Thompson	Johnnie	Cleared	05/21/2023	05/21/2023	05/21/2023	07/23/2023	06/26/2021	07/27/2022	06/26/2026	07/23/2023	07/27/2023	07/23/2023	07/27/2023
Football (11 man)	Junior Varsity	Tucker	Travis	Cleared	12/30/2022	12/30/2022	12/30/2022	08/09/2023	08/09/2021	07/01/2023	08/01/2026	08/09/2023	07/01/2023	08/09/2023	07/01/2023
Football (11 man)	Varsity	VAN DYKE	MICHAEL	Cleared	07/25/2024	07/25/2024	07/25/2024	08/07/2024	01/01/2020	07/11/2023	07/07/2027	08/07/2024	07/12/2023	08/07/2024	07/11/2023
Football (11 man)	Varsity	Jared	Cummings	Cleared	07/01/2023	07/01/2023	07/01/2023	08/01/2023	7/1/2020	07/01/2023	07/01/2023	08/01/2023	07/01/2023	08/01/2023	07/01/2023
Cross Country	Varsity	Jeff	Smith	Cleared	08/04/2023	08/04/2023	08/04/2023	08/04/2023	10/20/2021	07/01/2023	10/07/2024	08/04/2023	07/01/2023	08/04/2024	07/01/2023
Football (11 man)	Junior Varsity	Chris	Nicols	Cleared	08/05/2023	08/05/2023	08/05/2023	08/31/2023	8/31/2050	07/01/2023	8/31/2025	09/01/2023	07/01/2023	09/01/2023	07/01/2023

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Wheatland Union High School District

Fiscal Services

REPORT TO THE BOARD

TO:	Nicole Newman, Superintendent Governing Board Members
FROM:	Kerri Hubbard, Chief Business Officer Terry Biladeau, Director of Capital Facility Projects, MOT
DATE:	August 18, 2022
SUBJECT:	Resolution #22.017 Relating to the Use of the Building at 1010 Wheatland Road for Non-School Purposes as a District Office

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Background:

Enrollment growth has caused an immediate need for additional office space. The District was able to secure a lease on a seven office modular building to be installed during the summer of 2022. The intention is to house district office staff in the building. The building is not intended for student use.

Discussion/Issues:

With the assistance of CA+SA Studio and confirmation from the building manufacturer the District determined the building could not be fully upgraded to meet Division of the State Architect (DSA) standards for students. DSA will however allow the building to be placed for non-school use where such buildings or structures do not provide facilities for either pupils or teachers.

Recommendation:

Administration recommends that the Board of Education approve the following resolution:

Resolution #22.017 Relating to the Use of the Building at 1010 Wheatland Road for Non-School Purposes as a District Office.

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WHEATLAND UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES

RESOLUTION NO. 22-017

RESOLUTION RELATING TO THE USE OF THE BUILDING AT 1010 WHEATLAND ROAD FOR NONSCHOOL PURPOSES AS A DISTRICT OFFICE

WHEREAS, after careful consideration, the Wheatland Union High School District ("District") has determined that it is in the District's best interests to establish a District Office on the site Wheatland Union High School site, located at 1010 Wheatland Road, Wheatland, California, 95692, in the building located East of the football field ("District Office Building");

WHEREAS, a depiction of the District Office Building and its location is attached as Exhibit A to this Resolution; and

WHEREAS, the District Office Building will provide housing for District Administration, including but not limited to: Board of Trustees Support, Superintendent, Human Resources, Business Services, and other staff.

WHEREAS, it is the District Board of Trustees ("Board") intent that the District Office shall not be used for instructional purposes and that no students or teachers will be permitted to enter the District Office Building; and

WHEREAS, the Field Act (Article 3 (commencing with Section 17280) and Article 6 (commencing with Section 17365) of Chapter 3, part 10.5, Division 1, Title 1 of the California Education Code) provides that the California Department of General Services, Division of State Architect ("DSA") shall supervise and approve the design and construction of any school building; and

WHEREAS, Education Code sections 17365, et seq., relate to the suitability of school buildings for occupancy and Section 17368 provides that the term "school building" for such purposes excludes any building which is used exclusively for warehouse, storage, garage, or districtwide administrative office purposes, into which pupils are not required to enter; and

WHEREAS, Education Code section 17368 further provides that "[i]f any building so excluded was not constructed in accordance with [the Field Act] . . . there shall be posted in a conspicuous place on such building a public notice stating that such building does not meet the structural standards imposed by law for earthquake safety"; and

WHEREAS, Section 4-310 of Title 24 of the California Code of Regulations provides: (i) that the Field Act does not apply to buildings constructed "for nonschool use where such buildings or structures do not provide facilities for either pupils or teachers and are not intended to be entered by them as such for school purposes"; (ii) that "it shall be the responsibility of the school board to take all necessary measures and precautions to prevent [use by pupils or teachers] and to prevent injuries to pupils or teachers on school grounds as a result of collapse of such buildings or structures"; (iii) that "any such building excluded from the provisions of these regulations shall be posted with a sign pursuant to Sections 17368 and 81160 of the Education Code"; (iv) that "the school board assumes responsibility for employing appropriately licensed architects or registered engineers to prepare the plans and specifications and for adequate inspection of the materials and work of construction to ensure compliance with [applicable building codes]"; and (v) that for such buildings, "DSA requires that a resolution be passed by the school board stating that the building or structure shall not be used

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for school purposes and that no pupils or teachers, as such, will be permitted to use or enter the said building for said purposes or be subjected to a hazard resulting from its collapse."

WHEREAS, the District's architect, CA+SA Studio, has recommended that, in an abundance of caution, the District make the foregoing findings and submit the District Office Building for review and "access" approval by the DSA, and DSA has indicated that such review will require that the District comply with the posting requirement of Education Code section 17368 and the resolution requirement of Section 4-310 of Title 24 of the California Code of Regulations; and

WHEREAS, the District desires to obtain such DSA approval for access compliance in order to move forward with the use of the District Office Building.

NOW, THEREFORE, BE IT RESOLVED by the Wheatland Union High School District Board of Education as follows:

1. The foregoing recitals are adopted as true and correct.

2. The District Office shall not be used for any instructional purposes, and no students or teachers, as such, shall be permitted to use or enter the District Office Building or be subjected to a hazard that would result from the collapse of the District Office Building.

3. The District shall post a notice at each entry to the District Office Building in compliance with the posting requirements of Education Code section 17368.

4. The District's Superintendent and/or their designee(s) shall undertake such actions as are reasonably necessary or convenient to obtain review and approval of the District Office Building by the DSA as described in this Resolution and otherwise as necessary to achieve the intent of this Resolution.

5. This Resolution shall take effect immediately upon its adoption.

* * * * * * * * * * * * * * * * * * * *

The foregoing Resolution was adopted at a meeting of the Board of Trustees of the Wheatland Union High School District on **August 24, 2022**, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Board President
Wheatland Union High School District

CERTIFIED TO BE A TRUE
AND CORRECT COPY:

_____
Clerk, Board of Trustees
Wheatland Union High School District

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EXHIBIT A
[Depiction of District Office Building]

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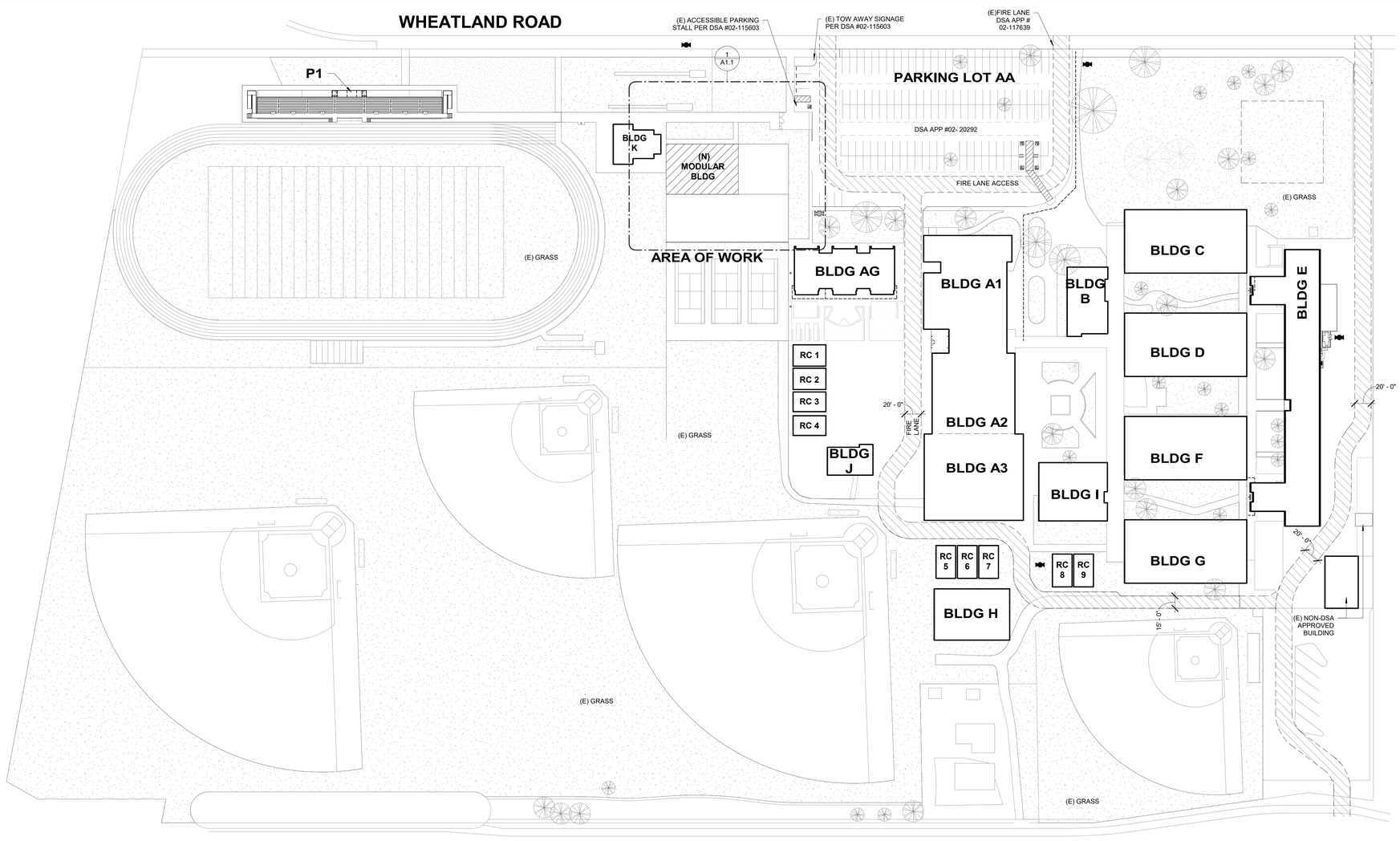


SITE PLAN

1" = 60'-0" | 1

(E) ACCESSIBLE PATH OF TRAVEL

PROPERTY LINE

AREA OF WORK

FIRE TRUCK ACCESS LANE

(E) FIRE HYDRANT

(N) FIRE HYDRANT

(E) GRASS

(E) DRINKING FOUNTAIN

SITE PLAN LEGEND

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATES:

THE PATH OF TRAVEL (POT) IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF POT THAT WERE DETERMINED TO BE NONCOMPLIANT HAVE:

1. BEEN IDENTIFIED ON THESE PLANS
2. THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THE PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATION INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS.

ANY NONCOMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS.

DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NONCONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

ACCESSIBLE ROUTE COMPONENTS INCLUDE BUT ARE NOT LIMITED TO:

- AT LEAST 48" IN WIDTH; OR AS APPROVED BY CODE;
- WITHOUT ABRUPT LEVEL CHANGES EXCEEDING 1/2" IF BEVELED AT 1:2 MAXIMUM SLOPE, OR VERTICAL LEVEL CHANGES EXCEEDING 1/4";
- WITH A FIRM, STABLE AND SLIP RESISTANT WALKING SURFACE;
- WITH A RUNNING SLOPE OF 1:20 OR LESS;
- WITH RUNNING SLOPE OF CODE COMPLIANT RAMPS, NOT TO EXCEED 8.33% (1:12), (RAMPS COMPLY WITH 11B-405);
- WITH REQUIRED LANDINGS AND LEVEL AREAS WITH SLOPE 1:48 (1/4"/FT.) OR LESS;
- WITH A CROSS SLOPE OF 1:48 (1/4"/FT.) OR LESS;
- WITH OPENINGS IN DRAINS AND GRATING NOT TO EXCEED ½" IN PREDOMINANT DIRECTION OF TRAVEL;
- IS FREE OF OVERHEAD OBSTRUCTIONS WITHIN 80" ABOVE THE WALKING SURFACE; AND
- IS FREE OF OBJECTS WHICH PROTRUDE MORE THAN 4" BETWEEN THE HEIGHTS OF 27" AND 80" ABOVE THE WALKING SURFACE

ACCESS COMPLIANCE STATEMENT

GENERAL NOTES:

•ALL WORK SHALL CONFORM TO 2019 TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).

•CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDUM OR A CONSTRUCTION CHANGED DOCUMENT (CCD) APPROVED BY THE DIVISION OF THE STATE ARCHITECT, AS REQUIRED BY SECTION 4-338, PART 1, TITLE 24, CCR.

•A "DSA CERTIFIED" PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY THE DSA SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 1, TITLE 24, CCR. (CLEARLY STATE THE REQUIRE INSPECTOR CLASS ON THE DRAWINGS; RECOMMEND CLASS 2.)

•A DSA ACCEPTED TESTING LABORATORY DIRECTLY EMPLOYED BY THE DISTRICT (OWNER) SHALL CONDUCT ALL THE REQUIRED TESTS AND INSPECTIONS FOR THE PROJECT.

•THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CCR. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CCR. A CONSTRUCTION CHANGE DOCUMENT (CCD), OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY DSA BEFORE PROCEEDING WITH THE WORK. (SECTION 4-317(C), PART 1, TITLE 24, CCR)

•GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.

•SUBSTITUTIONS OF PRODUCTS OR PROCESSES THAT AFFECT THE STRUCTURAL SAFETY, FIRE AND LIFE-SAFETY, AND ACCESSIBILITY OF THIS PROJECT SHALL BE SUBMITTED TO DSA FOR REVIEW AND APPROVAL AS ADDENDA OR CONSTRUCTION CHANGE DOCUMENTS.

DSA CAMPUS SUMMARY

BLDG. ID	BLDG. USE	OCCUPANCY	CONTS. TYPE	PAST DSA APPLICATIONS
(E) BLDG. A1	CAFETERIUM	A2, A3	TYPE V-B	DSA #: 22641 (1962), 33982 (1971), 02-105537 (2003), 37836 (1975)
(E) BLDG. A2	GYMNASIUM	A4	TYPE V-B	DSA #: 20292 (1960), 33982 (1971), 02-105537 (2003), 02-114832 (2016)
(E) BLDG. A3	LOCKER ROOMS	A2	TYPE V-B	DSA #: 20292 (1960), 22641 (1962), 33982 (1971), 02-105537 (2003)
(E) BLDG. B	ADMINISTRATION	B1	TYPE V-B	DSA #: 20292 (1960), 33982 (1971), 02-105537 (2003), 02-117351 (2019)
(E) BLDG. C	CLASSROOMS	E1	TYPE V-B	DSA #: 20292 (1960), 02-105537 (2003)
(E) BLDG. D	CLASSROOMS	E1	TYPE V-B	DSA #: 20292 (1960), 02-105537 (2003)
(E) BLDG. E	CLASSROOMS/SHOPS	E1	TYPE V-B	DSA #: 20292 (1960), 33982 (1971), 02-105537 (2003), 02-114832 (2016)
(E) BLDG. F	CLASSROOMS	E1	TYPE V-B	DSA #: 22641 (1962), 33982 (1971), 02-105537 (2003)
(E) BLDG. G	CLASSROOMS	E1	TYPE V-B	DSA #: 33982 (1971), 02-105537 (2003)
(E) BLDG. H	GYMNASIUM	A3	TYPE V-B	DSA #: 33982 (1971), 02-105537 (2003)
(E) BLDG. I	LIBRARY	A3	TYPE V-B	DSA #: 33982 (1971), 02-105537 (2003)
(E) BLDG. J	WEIGHT ROOM	E1	TYPE V-B	DSA #: 59531 (1993)
(E) BLDG. K	SNACK BAR	A2	TYPE V-B	DSA #: 02-117642 (2019)
(E) RC 1	CLASSROOM/PORTABLE	E1	TYPE V-B	DSA #: 02-117639 (2019)
(E) RC 2	CLASSROOM/PORTABLE	E1	TYPE V-B	DSA #: 02-117639 (2019)
(E) RC 3	CLASSROOM/PORTABLE	E1	TYPE V-B	DSA #: 02-117639 (2019)
(E) RC 4	CLASSROOM/PORTABLE	E1	TYPE V-B	DSA #: 02-119111 (2021)
(E) RC 5	CLASSROOM/PORTABLE	E1	TYPE V-B	DSA #: 02-119111 (2021)
(E) RC 6	CLASSROOM/PORTABLE	E1	TYPE V-B	DSA #: 02-119111 (2021)
(E) RC 7	CLASSROOM/PORTABLE	E1	TYPE V-B	DSA #: 02-119111 (2021)
(E) RC 8	CLASSROOM/PORTABLE	E1	TYPE V-B	DSA #: 02-119111 (2021)
(E) RC 9	CLASSROOM/PORTABLE	E1	TYPE V-B	DSA #: 02-119111 (2021)
(E) P1	PRESS BOX	A5	TYPE II-B	DSA #: 02-117400 (2019)

PARKING LOT AA - DSA #: 20292 (1960), 02-114832 (2016), AND 02-115603 (2017)

CA+SA STUDIO
3701 Business Drive Suite 200
Sacramento, CA 95820
Phone: (916) 365-9655

REGISTERED ARCHITECT TRENT S. ... 33589 01-31-23 OF CALIFORNIA
NOT FOR CONSTRUCTION

WHEATLAND UNION HIGH SCHOOL DISTRICT

MODULAR OFFICE BUILDING AT TENNIS COURTS

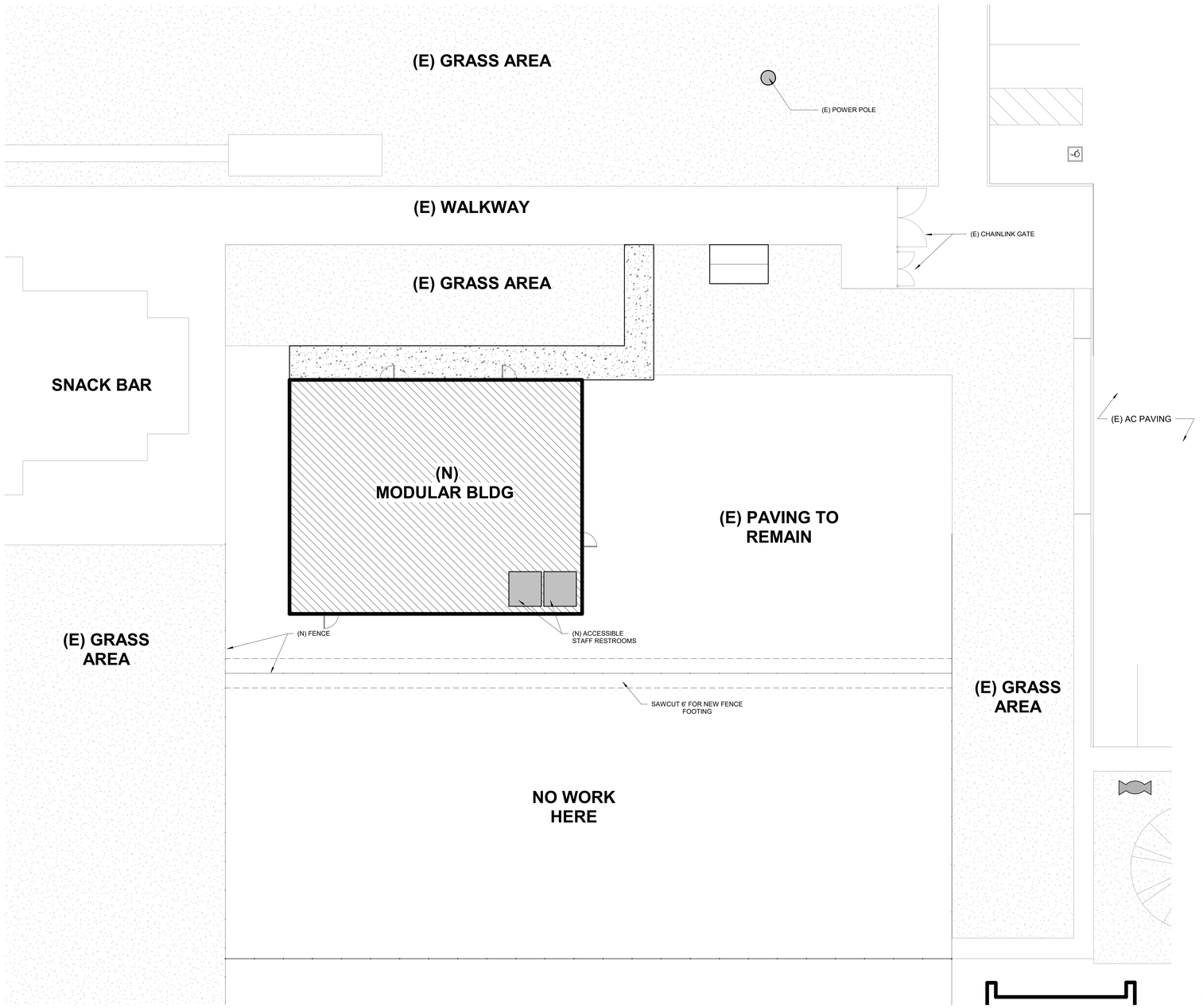
1010 WHEATLAND RD,
WHEATLAND, CA 95692

PROJECT No.: 2022-010.00

CAMPUS SITE PLAN

A1.0

Return to Agenda



ENLARGED SITE PLAN | 1" = 10'-0" | 1

(N) ACCESSIBLE PATH OF TRAVEL

(N) MODULAR BUILDING

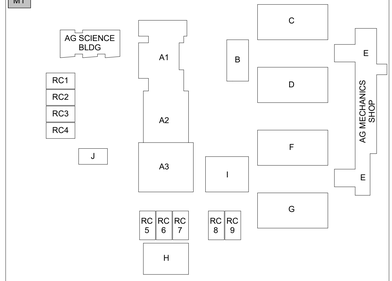
(E) GRASS

(N) CONCRETE PATH

(E) POWER POLE

(E) FIRE HYDRANT

ENLARGED SITE PLAN LEGEND | N.T.S.



KEY PLAN | N.T.S.

CA SA STUDIO

3701 Business Drive Suite 200
Sacramento, CA 95820
Phone: (916) 365-9655

REGISTERED ARCHITECT TRENT S - 33589 01-31-23 STATE OF CALIFORNIA

NOT FOR CONSTRUCTION

WHEATLAND UNION HIGH SCHOOL DISTRICT

MODULAR OFFICE BUILDING AT TENNIS COURTS

1010 WHEATLAND RD,
WHEATLAND, CA 95692

PROJECT No.: 2022-010.00

ENLARGED SITE PLAN

A1.1

Return to Agenda

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

VERIFICATION OF REQUIREMENTS
For the Provisional Internship Permit

This form must be completed by the employing agency and submitted with each application for a Provisional Internship Permit.

Name of Applicant Courtney Fatten

SSN 429-83-1352

Name of Employing Agency Wheatland Union High School

County/District/CDS Code 58-72769

☐ Multiple Subject

☐ Single Subject - Specify subject(s): _____

☑ Education Specialist - Specify specialty area(s): M/M and M/S

By submitting this form, the employing agency named above verifies that items 1-6 have been completed.

1. A diligent search has been conducted for a suitable credentialed teacher or qualified intern teacher by the following methods and verification of such recruitment efforts is attached:

   Required recruitment methods (provide photocopies of **all** of the following 3 methods):
   - ☑ Distributed job announcements
   - ☑ Contacted college or university placement centers
   - ☑ Advertised on the Internet

   Optional recruitment methods (in addition to the required methods above):
   - ☐ Advertised in professional journals
   - ☐ Attended job fairs in California
   - ☐ Attended recruitment out-of-state
   - ☐ Contacted California teacher recruitment centers
   - ☐ Advertised in local/national newspapers
   - ☐ Other (explain) _____

2. The permit holder will be provided orientation, guidance and assistance during the valid period of the permit

3. Public notice of intent to employ the applicant in the identified position has been given and meets the following criteria (check the box that applies):

   ☑ **Public School District**
   Public notice was presented as an action item on the governing board agenda and acted upon favorably. A copy of the agenda item is attached.

Return to Agenda

(continued)

The agenda item included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

☐ **County Offices of Education, Nonpublic Schools, Statewide Agencies, and Charter Schools**
Public notice was posted at least 72 hours before the position was filled. A copy of the dated notice is attached.

Public notice included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

Public notice included a signed statement from the superintendent or administrator confirming there were no objections to the issuance of the permit.

4. The permit holder will be provided assistance in developing a personalized plan through an agency-defined assessment that would lead to meeting subject matter competence related to the permit
5. The permit holder will be provided assistance to seek and enroll in subject matter training, such as workshops or seminars and site-based courses along with training in test-taking strategies and will assist the permit holder in meeting subject matter competence related to the permit
6. The candidate has been apprised of the steps required to earn a credential and enroll in an intern program

■ I understand that I must complete core academic area subject matter to enroll in an intern program for the Education Specialist Instruction Preliminary Credential (academic areas include art, English, foreign language, mathematics, music, science, social science, and multiple subjects)

Applicant Signature _____

Employing Agency Certification
This form must be signed by the District/County Superintendent, Personnel Administrator, NPS/NPA Administrator, or Designee.

I certify under penalty of perjury that the information provided on this form is true and correct.

Signature _____

Title Superintendent

Date 8/3/2022

Return to Agenda

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

VERIFICATION OF REQUIREMENTS
For the Provisional Internship Permit

This form must be completed by the employing agency and submitted with each application for a Provisional Internship Permit.

Name of Applicant Megan McCullough

SSN 249-95-2625

Name of Employing Agency Wheatland Union High School District

County/District/CDS Code 58-72769

☐ Multiple Subject

☑ Single Subject - Specify subject(s): Mathematics

☐ Education Specialist - Specify specialty area(s): _____

By submitting this form, the employing agency named above verifies that items 1-6 have been completed.

1. A diligent search has been conducted for a suitable credentialed teacher or qualified intern teacher by the following methods and verification of such recruitment efforts is attached:

   Required recruitment methods (provide photocopies of **all** of the following 3 methods):
   - ☑ Distributed job announcements
   - ☑ Contacted college or university placement centers
   - ☑ Advertised on the Internet

   Optional recruitment methods (in addition to the required methods above):
   - ☐ Advertised in professional journals
   - ☐ Attended job fairs in California
   - ☐ Attended recruitment out-of-state
   - ☐ Contacted California teacher recruitment centers
   - ☐ Advertised in local/national newspapers
   - ☐ Other (explain) _____

2. The permit holder will be provided orientation, guidance and assistance during the valid period of the permit

3. Public notice of intent to employ the applicant in the identified position has been given and meets the following criteria (check the box that applies):

   ☑ **Public School District**
   Public notice was presented as an action item on the governing board agenda and acted upon favorably. A copy of the agenda item is attached.

Return to Agenda

(continued)

The agenda item included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

☐ **County Offices of Education, Nonpublic Schools, Statewide Agencies, and Charter Schools**
Public notice was posted at least 72 hours before the position was filled. A copy of the dated notice is attached.

Public notice included the applicant's name, assignment, including subject(s) grade level(s), school site, and a statement that the applicant will be employed on the basis of a Provisional Internship Permit.

Public notice included a signed statement from the superintendent or administrator confirming there were no objections to the issuance of the permit.

4. The permit holder will be provided assistance in developing a personalized plan through an agency-defined assessment that would lead to meeting subject matter competence related to the permit
5. The permit holder will be provided assistance to seek and enroll in subject matter training, such as workshops or seminars and site-based courses along with training in test-taking strategies and will assist the permit holder in meeting subject matter competence related to the permit
6. The candidate has been apprised of the steps required to earn a credential and enroll in an intern program

■ I understand that I must complete core academic area subject matter to enroll in an intern program for the Education Specialist Instruction Preliminary Credential (academic areas include art, English, foreign language, mathematics, music, science, social science, and multiple subjects)

Applicant Signature _____

Employing Agency Certification
This form must be signed by the District/County Superintendent, Personnel Administrator, NPS/NPA Administrator, or Designee.

I certify under penalty of perjury that the information provided on this form is true and correct.

Signature _____

Title Superintendent

Date 08/17/2022

Return to Agenda

Wheatland Union High School District

OVERNIGHT FIELD TRIPS APPROVAL PROCESS

Date Submitted: 8/5/22

Approval: ☐ Yes ☐ No

Approval Date: _____

Waiver Signed: _____

As outlined in the district's administrative regulations, requests for overnight field trips must be submitted 30 days prior to the date of the next regularly scheduled Board meeting. The Board will approve or disapprove the request and notify the teacher at the next regularly scheduled Board meeting after receipt of the request.

Event/Group Title: FFA Leadership Training

Teacher(s)/Staff Submitting Request (Field Trip Supervisor): Melissa Taylor, Kayla MacKaben, Emilio Smith, Amanda Wellborn

Supervising Teacher(s)/Staff Email: mtaylor@wheatlandhigh.org

The teacher(s) submitting the request will be designated the Field Trip Supervisor and assumes responsibility at all times for supervising student activities and shall assume responsibility for the proper conduct of all participants.

Number of students participating: 7 * Number of adult volunteers: 4

List adult volunteers/chaperones: Same as above

* For other than athletic events, there must be one adult for every ten students participating.

Date transportation request submitted: 8/2/22

Funding Source: FFA

Departure Date/Time/Location: Sept 10-12 8Am WUHS

Schedule Return (include time): 9/12 3:30pm

Destination (address required): Camp Lotus 5461 Bassi Road Lotus, CA 95651

Contact Phone Number at Destination (required): 530-329-6429

Return to Agenda

Supervision on School Sponsored Trips

Students on school-sponsored trips are under the jurisdiction of the district and shall be subject to district and school rules and regulations.

The Superintendent or designee shall ensure that adequate supervision is provided on all school-sponsored trips and that there is an appropriate ratio of adults to students present on the trip. If the trip involves water activities, this ratio shall be revised as necessary.

Parent/Guardian Permission

Before a student can participate in a school-sponsored trip, the teacher shall obtain parent/guardian permission for the trip. Whenever a trip involves water activities, the parent/guardian shall provide specific permission for his/her child to participate in the water activities. The district shall provide an alternative educational experience for students whose parents/guardians do not wish them to participate in a trip.

All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents/guardians of students taking out-of-state field trips or excursions shall sign a statement waiving such claims.

Safety Issues

1. While conducting a trip, the teacher, employee, or agent of the school shall have the school's first aid kit in his/her possession or immediately available.

Whenever trips are conducted in areas known to be infested with poisonous snakes, the first aid kit taken on the trip shall contain medically accepted snakebite remedies. In addition, a teacher, employee, or agent of the school who has completed a first aid course which is certified by the American Red Cross and which emphasizes the treatment of snakebites shall participate in the trip.

2. The district shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion or field trip.

3. If the Superintendent or designee receives threat level warnings from the Homeland Security Advisory System pertaining to the destination of a school-sponsored trip, he/she shall implement precautions necessary to protect the safety of students and staff.

4. Lifeguards are required for all swimming activities. If the activity is at a private pool, the owner of the pool shall provide a certificate of insurance, designating the district as an additional insured, for not less than $500,000 in liability coverage. Staff shall determine supervisory responsibilities for all chaperones.

5. Before trips of more than one day, the principal or designee may hold a meeting for staff, chaperones, parents/guardians, and students to discuss safety and the importance of safety-related rules for the trip.

Return to Agenda

CHECKLIST TO BE COMPLETED BY ADMINISTRATOR PRIOR TO TRIP DEPARTURE

(initial each item certifying completion)

_____ Wheatland Union High School District Permission Slip has been signed by parent(s)/guardian(s) of all student participants.

_____ "Chaperone Agreement" (found on the Student Permission Slip) signed by all non-employee adult chaperones.

_____ WUHSD Fingerprint and TB clearance requirements per WUHSD AR 1240 have been obtained for all non-District employee chaperones.

_____ Meeting held for staff, noncertificated adults, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions as required by WUHSD AR 6153.

Meeting date: _____

_____ Health Conditions/Medication: Health Clerk has been consulted at least two weeks prior to any field trip. Trip participant health information has been gathered and reviewed and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g., food allergies). A plan has been developed by a health clerk to collect, secure, and dispense prescription medications from their original containers and consistent with physician's instructions. (See WUHSD AR 5141.21)

_____ Supervision is by certificated personnel and assisted by other school employees, parent/guardian(s), or other authorized chaperones who are at least 21 years old. Site Administrator and trip leader are satisfied all chaperones are willing and able to perform required duties, including understanding and implementing instructions, health information for students in their group and responding effectively in the event of emergency.

_____ Adult to Student Ratio is at least 1:10 (or higher if high risk activities).

_____ Sleeping arrangements and night supervision are safe and appropriate.

_____ Safety requirements have been met (e.g., first aid kits, emergency contact and health info, instructions for chaperones, cell phones).

_____ Confirm that: (1) if destination is out of the Wheatland area, arrangements have been made for use of an additional vehicle in event of illness or emergency and (2) students received instruction in safe conduct on bus or other transport.

_____ WUHSD Declaration of Driver form completed and signed by driver and registered owners of any private vehicles used on trip and copy of proof of insurance and California driver's license are on file and secured at school site. The same forms may be used for multiple trips or for entire school year as long as insurance proof on file is updated. This requirement does not apply to licensed bus companies on the District's approved bus list or for public transportation entities, airlines or AMTRAK.

_____ Confirm all student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) are covered by medical or accident insurance as required by AR 6153.

Do not exclude students without insurance; however, contact Risk Management for instructions.

_____ Site and trip leader has a list of students and adults attending trip.

TRIP APPROVAL IS CONDITIONED ON COMPLETION OF THIS CHECKLIST

Return to Agenda

Wheatland Union High School
1010 Wheatland Road, Wheatland, CA 95692
(530) 633-3100 (530) 633-3109 Fax

Field Trip Notice & Medical Authorization

Dear Parent / Guardian:

Kindly complete and return two signed copies of this form to the Main Office at Wheatland Union High School.

_____ has my permission to participate in the following activity:
(Name)

FFA Leadership Training Trip

Destination: Camp Lotus 5961 Bassi Road Lotus, CA 956

Departure Date & Time: Sept. 10 8AM Return Date & Time: Sept. 12 3:30pm

Transportation: Students must use the means of transportation checked below both to and from the event, unless written permission by parent/guardian is presented to school officials prior to departure.

A. District-owned bus _____
B. District-owned vehicle X
C. Private Vehicle _____
D. Walking _____
E. Bicycle _____
F. Commercial *(Name of Company)* _____

Trip Supervisor: Taylor, MacKaben, Wellborn, Smith

X STUDENT WILL HAVE ACCESS TO WATER

In the event of illness or injury, I do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services.

Please be aware that California Education Code 35330 provides in part that:
All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion.

I fully understand that participants are to abide by all rules and regulations governing conduct during this trip. Any violation of these rules and regulations may result in that individual being sent home at the expense of his/her parent/guardian.

Parent/Guardian Signature: _____ Date: _____

Address: _____ Phone: _____

Student Signature: _____ Date of Birth: _____

Medical Insurance Carrier: _____

Policy No.: _____

Address: _____

A special note to Parent/Guardian:

(1) All drugs must be registered on this form;
(2) All drugs, excepting those which must be kept on the student's person for emergency use, must be kept and distributed by the staff;
(3) (____) Check here if there are NO special problems that the staff should be aware of and no drugs are required on the trip;
(4) If any medication or drugs are to be taken by student, list them here:
(Name of drug and reason)_____

If your son or daughter has a special medical problem, kindly attach a description of that problem to this sheet.

Return to Agenda

PARENT/GUARDIAN PERMISSION SLIP FOR EXTENDED DAY/OVERNIGHT FIELD TRIP

NAME OF STUDENT:	
NAME OF PARENT/GUARDIAN:	PHONE:
NAME OF PARENT/GUARDIAN:	PHONE:

TRIP INFORMATION

SCHOOL: Wheatland Union High School	DATE(S) OF TRIP: Sept 10-12
DESIGNATED TEACHER/SUPERVISOR: MacKaben, Taylor, Wellborn, Smith	PHONE: 530-329-6429
DESTINATION:	
ACTIVITIES:	
MODE OF TRANSPORTATION TO AND FROM EVENT: School Van and Expedition	
DEPARTURE DATE/TIME: Sept 10 8:AM	RETURN DATE/TIME: Sept 12 3:30PM
STUDENT COST (IF APPLICABLE):	RETURN FORM BY:
ITEMS STUDENTS SHOULD BRING (IF ANY):	

Parent Consent to Participate and Indemnity Agreement:

In consideration for my child/ward's participation, I agree to reimburse and indemnify the school for all reasonable legal and court fees incurred by school in defending a lawsuit that I or my child/ward may bring against the school which relates to the above named activity if the school is found not legally liable by the courts and prevails in the lawsuit. If the school is found legally liable for injuries sustained by child/ward, this paragraph will not apply.

I certify that I have an understanding of this agreement and any risks and hazards associated with the activity described above that my child/ward will be participating in. I further understand that I had the opportunity to fully discuss this agreement with a representative of the school to clarify any concerns or questions about the activity or this agreement that I may have had.

I have read the information above and give consent for my child to participate in all aspects of this field trip:

PARENT/GUARDIAN SIGNATURE:	DATE:
☐ YES, I AM AVAILABLE TO CHAPERONE. I CAN BE REACHED AT	

By entering my full name, I attest that this constitutes my legal electronic signature on this form.

Return to Agenda

PAGE TWO: EXTENDED DAY/OVERNIGHT FIELD TRIP MEDICAL RELEASE:

Emergency Medical Treatment: In the event of an emergency, I give permission to transport my child/ward to a hospital for emergency medical treatment. I wish to be advised prior to any further treatment by the hospital or doctor.

If you are unable to reach a parent/guardian at the above numbers, contact:

ALTERNATE CONTACT NAME:	PHONE:
PHYSICIAN'S NAME:	PHONE:
NAME OF MEDICAL INSURANCE:	POLICY #:
PERTINENT MEDICAL CONDITIONS, INCLUDING ALLERGIES AND SPECIAL DIETARY NEEDS:	

Other Medical Treatment: In the event that the child becomes ill with symptoms such as headache, vomiting, sore throat, fever, or diarrhea, do you grant permission for supervisors to give your child non-prescription medication, such as acetaminophen, throat lozenges, cough syrup, or antacid?

☐ Yes ☐ No, I wish to be contacted first.

Medications: List all medications, prescription and over-the-counter, that the student currently takes at home and during the school day. Include all as-needed and emergency medications. Medications not authorized for self-carry must be in original container and given to the designated supervisor.

MEDICATION:	DOSAGE:	ROUTE: HOW GIVEN:	FREQUENCY:	START DATE:	STOP DATE:	SIDE EFFECTS:
1.						
2.						
3.						

MEDICAL PROVIDER CONSENT: REQUIRED FOR PRESCRIPTION MEDICATIONS LISTED ABOVE.

I Authorize the School/Parish to Give the Above Prescription Medication(S) to this Student.	
PRINT MEDICAL PROVIDER NAME:	PHONE:
MEDICAL PROVIDER SIGNATURE:	DATE:
Inhaler and Epi-Pen Only: This student and his/her parents have been instructed in self-administration and the student may carry an inhaler or Epi-Pen and self-administer. Yes ☐ No ☐	

PARENT CONSENT FOR MEDICAL TREATMENT AND ADMINISTRATION OF MEDICATION

I hereby warrant that to the best of my knowledge, my child is in good health and I assume all responsibility for the health of my child. I give the school/parish permission for emergency and other medical treatment, including the administration of the above prescription and non-prescription medication(s).	
PARENT/GUARDIAN SIGNATURE:	DATE:
Inhaler/Epi-Pen Only: My child may ☐ or may not ☐ carry and self-administer.	

By entering my full name, I attest that this constitutes my legal electronic signature on this form if submitted

Return to Agenda

Wheatland Union High School District

OVERNIGHT FIELD TRIPS APPROVAL PROCESS

Date Submitted: 8/8/22

Approval: ☐ Yes ☐ No

Approval Date: _____

Waiver Signed: _____

As outlined in the district's administrative regulations, requests for overnight field trips must be submitted 30 days prior to the date of the next regularly scheduled Board meeting. The Board will approve or disapprove the request and notify the teacher at the next regularly scheduled Board meeting after receipt of the request.

Event/Group Title: National FFA Convention

Teacher(s)/Staff Submitting Request (Field Trip Supervisor): Kayla MacKaben

Supervising Teacher(s)/Staff Email: kmackaben@wheatlandhigh.org

The teacher(s) submitting the request will be designated the Field Trip Supervisor and assumes responsibility at all times for supervising student activities and shall assume responsibility for the proper conduct of all participants.

Number of students participating: 5 * Number of adult volunteers: 1

List adult volunteers/chaperones: Kayla MacKaben

* For other than athletic events, there must be one adult for every ten students participating.

Date transportation request submitted: Aug 4, 2022

Funding Source: FFA & Fundraising

Departure Date/Time/Location: Oct 24 - Oct 30

Schedule Return (include time): Oct 30, evening

Destination (address required): 100 South Capitol Ave Indianapolis, IN

Contact Phone Number at Destination (required): (317) 262-3400

Return to Agenda

Supervision on School Sponsored Trips

Students on school-sponsored trips are under the jurisdiction of the district and shall be subject to district and school rules and regulations.

The Superintendent or designee shall ensure that adequate supervision is provided on all school-sponsored trips and that there is an appropriate ratio of adults to students present on the trip. If the trip involves water activities, this ratio shall be revised as necessary.

Parent/Guardian Permission

Before a student can participate in a school-sponsored trip, the teacher shall obtain parent/guardian permission for the trip. Whenever a trip involves water activities, the parent/guardian shall provide specific permission for his/her child to participate in the water activities. The district shall provide an alternative educational experience for students whose parents/guardians do not wish them to participate in a trip.

All persons making the field trip or excursion shall be deemed to have waived all claims against the district or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion. All adults taking out-of-state field trips or excursions and all parents/guardians of students taking out-of-state field trips or excursions shall sign a statement waiving such claims.

Safety Issues

1. While conducting a trip, the teacher, employee, or agent of the school shall have the school's first aid kit in his/her possession or immediately available.

Whenever trips are conducted in areas known to be infested with poisonous snakes, the first aid kit taken on the trip shall contain medically accepted snakebite remedies. In addition, a teacher, employee, or agent of the school who has completed a first aid course which is certified by the American Red Cross and which emphasizes the treatment of snakebites shall participate in the trip.

2. The district shall provide or make available medical and/or hospital insurance for students injured while participating in any excursion or field trip.

3. If the Superintendent or designee receives threat level warnings from the Homeland Security Advisory System pertaining to the destination of a school-sponsored trip, he/she shall implement precautions necessary to protect the safety of students and staff.

4. Lifeguards are required for all swimming activities. If the activity is at a private pool, the owner of the pool shall provide a certificate of insurance, designating the district as an additional insured, for not less than $500,000 in liability coverage. Staff shall determine supervisory responsibilities for all chaperones.

5. Before trips of more than one day, the principal or designee may hold a meeting for staff, chaperones, parents/guardians, and students to discuss safety and the importance of safety-related rules for the trip.

Return to Agenda

CHECKLIST TO BE COMPLETED BY ADMINISTRATOR PRIOR TO TRIP DEPARTURE

(initial each item certifying completion)

_____ Wheatland Union High School District Permission Slip has been signed by parent(s)/guardian(s) of all student participants.

_____ "Chaperone Agreement" (found on the Student Permission Slip) signed by all non-employee adult chaperones.

_____ WUHSD Fingerprint and TB clearance requirements per WUHSD AR 1240 have been obtained for all non-District employee chaperones.

_____ Meeting held for staff, noncertificated adults, parent(s)/guardian(s) and students in advance of trip to discuss trip and safety related procedures, itinerary and questions as required by WUHSD AR 6153.

Meeting date: _____

_____ Health Conditions/Medication: Health Clerk has been consulted at least two weeks prior to any field trip. Trip participant health information has been gathered and reviewed and any needed revisions to supervision plan made, including making sure that chaperones understand relevant information (e.g., food allergies). A plan has been developed by a health clerk to collect, secure, and dispense prescription medications from their original containers and consistent with physician's instructions. (See WUHSD AR 5141.21)

_____ Supervision is by certificated personnel and assisted by other school employees, parent/guardian(s), or other authorized chaperones who are at least 21 years old. Site Administrator and trip leader are satisfied all chaperones are willing and able to perform required duties, including understanding and implementing instructions, health information for students in their group and responding effectively in the event of emergency.

_____ Adult to Student Ratio is at least 1:10 (or higher if high risk activities).

_____ Sleeping arrangements and night supervision are safe and appropriate.

_____ Safety requirements have been met (e.g., first aid kits, emergency contact and health info, instructions for chaperones, cell phones).

_____ Confirm that: (1) if destination is out of the Wheatland area, arrangements have been made for use of an additional vehicle in event of illness or emergency and (2) students received instruction in safe conduct on bus or other transport.

_____ WUHSD Declaration of Driver form completed and signed by driver and registered owners of any private vehicles used on trip and copy of proof of insurance and California driver's license are on file and secured at school site. The same forms may be used for multiple trips or for entire school year as long as insurance proof on file is updated. This requirement does not apply to licensed bus companies on the District's approved bus list or for public transportation entities, airlines or AMTRAK.

_____ Confirm all student participants on higher risk activities (e.g. swimming, snow trips, horseback riding, sailing, rafting, etc) are covered by medical or accident insurance as required by AR 6153.

Do not exclude students without insurance; however, contact Risk Management for instructions.

_____ Site and trip leader has a list of students and adults attending trip.

TRIP APPROVAL IS CONDITIONED ON COMPLETION OF THIS CHECKLIST

Return to Agenda

PARENT/GUARDIAN PERMISSION SLIP FOR EXTENDED DAY/OVERNIGHT FIELD TRIP

NAME OF STUDENT:	
NAME OF PARENT/GUARDIAN:	PHONE:
NAME OF PARENT/GUARDIAN:	PHONE:

TRIP INFORMATION

SCHOOL: Wheatland Union High School	DATE(S) OF TRIP: Oct 24-30
DESIGNATED TEACHER/SUPERVISOR: Kayla MacKaben	PHONE: 530-329-6429
DESTINATION: National FFA Convention, Indianapolis, IN	
ACTIVITIES:	
MODE OF TRANSPORTATION TO AND FROM EVENT: Airplane	
DEPARTURE DATE/TIME: morning Oct 24	RETURN DATE/TIME: evening October 30
STUDENT COST (IF APPLICABLE):	RETURN FORM BY:
ITEMS STUDENTS SHOULD BRING (IF ANY):	

Parent Consent to Participate and Indemnity Agreement:

In consideration for my child/ward's participation, I agree to reimburse and indemnify the school for all reasonable legal and court fees incurred by school in defending a lawsuit that I or my child/ward may bring against the school which relates to the above named activity if the school is found not legally liable by the courts and prevails in the lawsuit. If the school is found legally liable for injuries sustained by child/ward, this paragraph will not apply.

I certify that I have an understanding of this agreement and any risks and hazards associated with the activity described above that my child/ward will be participating in. I further understand that I had the opportunity to fully discuss this agreement with a representative of the school to clarify any concerns or questions about the activity or this agreement that I may have had.

I have read the information above and give consent for my child to participate in all aspects of this field trip:

PARENT/GUARDIAN SIGNATURE:	DATE:
☐ YES, I AM AVAILABLE TO CHAPERONE. I CAN BE REACHED AT	

By entering my full name, I attest that this constitutes my legal electronic signature on this form.

Return to Agenda

PAGE TWO: EXTENDED DAY/OVERNIGHT FIELD TRIP MEDICAL RELEASE:

Emergency Medical Treatment: In the event of an emergency, I give permission to transport my child/ward to a hospital for emergency medical treatment. I wish to be advised prior to any further treatment by the hospital or doctor.

If you are unable to reach a parent/guardian at the above numbers, contact:

ALTERNATE CONTACT NAME:	PHONE:
PHYSICIAN'S NAME:	PHONE:
NAME OF MEDICAL INSURANCE:	POLICY #:
PERTINENT MEDICAL CONDITIONS, INCLUDING ALLERGIES AND SPECIAL DIETARY NEEDS:	

Other Medical Treatment: In the event that the child becomes ill with symptoms such as headache, vomiting, sore throat, fever, or diarrhea, do you grant permission for supervisors to give your child non-prescription medication, such as acetaminophen, throat lozenges, cough syrup, or antacid?

☐ Yes ☐ No, I wish to be contacted first.

Medications: List all medications, prescription and over-the-counter, that the student currently takes at home and during the school day. Include all as-needed and emergency medications. Medications not authorized for self-carry must be in original container and given to the designated supervisor.

MEDICATION:	DOSAGE:	ROUTE: HOW GIVEN:	FREQUENCY:	START DATE:	STOP DATE:	SIDE EFFECTS:
1.						
2.						
3.						

MEDICAL PROVIDER CONSENT: REQUIRED FOR PRESCRIPTION MEDICATIONS LISTED ABOVE.

I Authorize the School/Parish to Give the Above Prescription Medication(S) to this Student.	
PRINT MEDICAL PROVIDER NAME:	PHONE:
MEDICAL PROVIDER SIGNATURE:	DATE:
Inhaler and Epi-Pen Only: This student and his/her parents have been instructed in self-administration and the student may carry an inhaler or Epi-Pen and self-administer. Yes ☐ No ☐	

PARENT CONSENT FOR MEDICAL TREATMENT AND ADMINISTRATION OF MEDICATION

I hereby warrant that to the best of my knowledge, my child is in good health and I assume all responsibility for the health of my child. I give the school/parish permission for emergency and other medical treatment, including the administration of the above prescription and non-prescription medication(s).	
PARENT/GUARDIAN SIGNATURE:	DATE:
Inhaler/Epi-Pen Only: My child may ☐ or may **not** ☐ carry and self-administer.	

By entering my full name, I attest that this constitutes my legal electronic signature on this form if submitted

Return to Agenda

Wheatland Union High School
1010 Wheatland Road, Wheatland, CA 95692
(530) 633-3100 (530) 633-3109 Fax

Field Trip Notice & Medical Authorization

Dear Parent / Guardian:

Kindly complete and return two signed copies of this form to the Main Office at Wheatland Union High School.

_____ has my permission to participate in the following activity:
(Name)

National FFA Convention

Destination: Indianapolis, IN 100 South Capitol Ave.

Departure Date & Time: Oct 24 Return Date & Time: Oct 30

Transportation: Students must use the means of transportation checked below both to and from the event, unless written permission by parent/guardian is presented to school officials prior to departure.

A. District-owned bus _____
B. District-owned vehicle _____
C. Private Vehicle _____
D. Walking _____
E. Bicycle _____
F. Commercial *(Name of Company)* Airplane

Trip Supervisor: K. MacKaben

_____ STUDENT WILL HAVE ACCESS TO WATER

In the event of illness or injury, I do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services.

Please be aware that California Education Code 35330 provides in part that:
All persons making the field trip or excursion shall be deemed to have waived all claims against the district, a charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion.

I fully understand that participants are to abide by all rules and regulations governing conduct during this trip. Any violation of these rules and regulations may result in that individual being sent home at the expense of his/her parent/guardian.

Parent/Guardian Signature: _____ Date: _____

Address: _____ Phone: _____

Student Signature: _____ Date of Birth: _____

Medical Insurance Carrier: _____

Policy No.: _____

Address: _____

A special note to Parent/Guardian:

(1) All drugs must be registered on this form;
(2) All drugs, excepting those which must be kept on the student's person for emergency use, must be kept and distributed by the staff;
(3) (____) Check here if there are NO special problems that the staff should be aware of and no drugs are required on the trip;
(4) If any medication or drugs are to be taken by student, list them here:
(Name of drug and reason)_____

If your son or daughter has a special medical problem, kindly attach a description of that problem to this sheet.

Return to Agenda

Frank Webb Construction, Inc
1758 Oakley Lane
Wheatland CA 95692
530-633-4072

License: 369747

Proposed Change Order

Order#: 11

Order Date: 07/25/2022

To: Wheatland Union High School District
1010 Wheatland Rd
Wheatland CA 95692

Project: 984
Wheatland High School Ag Science Bldg and A
1010 Wheatland Rd

Description of Work	Amount
Ag Mechanics Building Pad- aerate soil turning over 6 times, place fabric and recompact, dozer 5 hrs each time, 30 hrs plus 16hrs to place and compact. Excavator 10 hrs to place material on fabric	33,133.40

Requested Amount of Change **33,133.40**

The original Contract Sum was	5,407,275.00
Net change by previous Change Orders	58,718.59
The Contract Sum prior to this Change Order	5,465,993.59
The Contract Sum will be changed by this Change Order	33,133.40
The new Contract Sum including this Change Order will be	5,499,126.99
The Contract Time will be changed by	10 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

Return to Agenda

Frank Webb Construction, Inc
1758 Oakley Lane
Wheatland CA 95692
530-633-4072

License: 369747

Proposed Change Order

Order#: 12

Order Date: 08/01/2022

To: Wheatland Union High School District
1010 Wheatland Rd
Wheatland CA 95692

Project: 984
Wheatland High School Ag Science Bldg
1010 Wheatland Rd

Description of Work	Amount
Over excavate under flat work area and install geo fabric; condition, rip, and aerate up to existing grade	14,309.63

Requested Amount of Change **14,309.63**

The original Contract Sum was	5,407,275.00
Net change by previous Change Orders	28,242.79
The Contract Sum prior to this Change Order	5,435,517.79
The Contract Sum will be changed by this Change Order	14,309.63
The new Contract Sum including this Change Order will be	5,449,827.42
The Contract Time will be changed by	2 Days

Owner: _____ Date: 8/16/22

Contractor: _____ Date: _____

Return to Agenda

FORMAT FOR PROPOSED CHANGE FOR SUBCONTRACTOR PERFORMED WORK

Proposed Change Order Submitted By: Walberg, Inc ("Contractor")
Project Name and Contract Number: Wheatland High School- Ag Science Building
This Proposed Change Order Provides for the following modifications to the Contract Documents (attach pages as necessary) supported by the documentation attached hereto:

	SUBCONTRACTOR PERFORMED WORK	ADD	DEDUCT
A	**Labor Charge** 1. **Hours.** Attach total itemized hours. 2. **Rate.** This shall be no more than the Straight-Time Total Hourly Rate as determined by the Department of Industrial Relations ("DIR") for the applicable labor category.	3715	56
B	**Labor Burden & Worker's Compensation Charge** 1. This shall be no more than fifteen percent (15%) of item (A), the Labor Charge. 2. This shall be the total cumulative charge permitted for all Subcontractors or all labor performed by the Subcontractor or Subcontractor's Subcontractor(s) (i.e., all "lower-tier" Subcontractor(s)).	557.33	
C	**Subtotal (A+B)**	4272	59
D	**Material Charge.** Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).	3,842	60
E	**Equipment Charge** Attach invoice(s) from supplier(s).	3981	50
F	**Subtotal (C+D+E)**	11,597	01
G	**Subcontractor's Overhead and Profit Charge** 1. This shall be no more than five percent (5%) of item (F). 2. This shall be the total cumulative mark-up permitted for the Subcontractor and Subcontractor's Subcontractor(s) (i.e., all "lower-tier" Subcontractor(s)).	579.85	
H	**Subtotal (F+G)**	12,176	87
I	**Contractor's Overhead, Profit, Bond and Insurance** 1. This shall be no more than fourteen and twenty-three hundredths percent (14.23%) of Item (H). 2. This shall be the total mark-up permitted for Contractor.	1,732.	77
J	**Subtotal (H+I)**	13,909	63
K	**Time**	2	Days
L	**Contractor's Home Office Overhead.** This shall be no more than $200 times the number of days of Item (K) (i.e., not to exceed $200/day)	400	
M	**TOTAL (J+L)**	14,309	63

The Contractor approves the foregoing as to the changes, if any, and the price specified for each item and the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete all additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District. It is expressly understood that the value of the extra Work or changes includes all of the Contractor's costs, expenses, field overhead, home office overhead, profit, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

For Contractor:

Signature	Date	Title	Name
Brsharp	8/2/22	Secretary	Brooke Sharp

Return to Agenda

Walberg, Inc
6041 HWY 99W
Corning, CA 96021
530-824-0773

Wheatland High AG Scienc

Date 17-Jun

Description of Work:

in place of lime treat aerate soil under concrete flat work

Equipment

Equipment Name		Hours	Hour rate	Extended Amounts
Cal Trans Rates 2021				
Cat 259 Skid Steer				$ -
Cat 420 Backhoe				$ -
Cat 325 Class Excavator Excavator		0	$112.03	$ -
Cat 415 Skip Loader				$ -
Cat D-6 Dozer		16	$96.03	$ 1,536.48
Company Truck - F250 - F350		16	$29.60	$ 473.60
Company Truck - F450			$38.38	$ -
973 Track Loader		0	$121.43	$ -
10 Wheel Dump Truck			$120.00	$ -
Water Truck		16	$61.92	$ 990.72
Bomag Roller 211		8	$60.09	$ 480.72
Jumping Jack - Vibra Plate				$ -
Cat CB 22 Smooth Drum Roller				$ -
Laymore Sweeper			$41.60	$ -
GPS			$23.86	$ -
Signs and cones			$2.94	$ -
Lowboy Truck and Trailer				$ -
		A Subtotal		$ 3,481.52

Material and or work done by Specialist

Material

Description	No. unit	Unit Cost		Extended
				$ -
				$ -
				$ -
travel 192 miles x 2 trips	384	$ 0.58		$ 222.72
				$ -
fuel for rental dozer	80	$ 5.50		$ 440.00
				$ -
mirafi rs 380i	1	$ 2,903.50		$ 2,903.50
				$ -
				$ -
				$ -
				$ -
Total Cost of Equipment, Material and Work			B Subtotal	$ 3,566.22
			B Subtotal with Tax	$ 3,842.60

All labor hours are journeyman rate unless noted otherwise

		Hours	Hourly rate	Extended Amounts
				$ -
				$ -
Project Manager	Regular			$ -
	OT			$ -
Office Staff	Regular			$ -
				$ -
operator 973 track loader	Regular	0	$ 86.76	$ -
			$ 113.22	$ -
Operator roller	Regular	8	$ 86.76	$ 694.08
	OT		$ 113.22	$ -
	Sunday OT			$ -
Operator dozer	Regular	16	$ 86.76	$ 1,388.16
	OT		$ 113.22	$ -
	Sunday OT			$ -
Operator excavator	Regular	0	$ 86.76	$ -
	OT		$ 113.22	$ -
	Sunday OT			$ -
grade setter	Regular	16	$ 86.76	$ 1,388.16
	OT		$ 113.22	$ -
	Sunday OT			$ -
Labor	Regular	4	$ 61.29	$ 245.16
	OT		$ 77.29	$ -
	Sunday OT			$ -
Teamster	Regular		$ 68.82	$ -
	OT		$ 98.48	$ -
	Sunday OT			$ -
			C Subtotal	$ 3,715.56

		Subtotal	Percent	Total
Equipment	A	$ 3,481.52	$ 174.08	$ 3,655.60
Material	B	$ 3,842.60	$ 192.13	$ 4,034.73
Labor	C	$ 3,715.56	$ 770.98	$ 4,486.54
		Total this work order		

Please pay this amount $$ Total $ 12,176.87

Project Manager Date

Approval Title Date

Return to Agenda

Frank Webb Construction, Inc
1758 Oakley Lane
Wheatland CA 95692
530-633-4072

License: 369747

Proposed Change Order

Order#: 13

Order Date: 08/01/2022

To: Wheatland Union High School District
1010 Wheatland Rd
Wheatland CA 95692

Project: 984
Wheatland High School Ag Science Bldg
1010 Wheatland Rd

Description of Work	Amount
Over excavate fire lane 2'x40'x10' and install geo fabric and base rock up to existing grade	6,279.66

Requested Amount of Change	**6,279.66**
The original Contract Sum was	5,407,275.00
Net change by previous Change Orders	28,242.79
The Contract Sum prior to this Change Order	5,435,517.79
The Contract Sum will be changed by this Change Order	6,279.66
The new Contract Sum including this Change Order will be	5,441,797.45
The Contract Time will be changed by	✓ 2 Days

Owner: Kevin Hayward Date: 8/16/22

Contractor: [signature] Date: _____

FORMAT FOR PROPOSED CHANGE FOR SUBCONTRACTOR PERFORMED WORK

Proposed Change Order Submitted By: Walberg, Inc ("Contractor")
Project Name and Contract Number: Wheatland High School - Ag Science Building
This Proposed Change Order Provides for the following modifications to the Contract Documents (attach pages as necessary) supported by the documentation attached hereto:

	SUBCONTRACTOR PERFORMED WORK	ADD	DEDUCT
A	**Labor Charge** 1. **Hours.** Attach total itemized hours. 2. **Rate.** This shall be no more than the Straight-Time Total Hourly Rate as determined by the Department of Industrial Relations ("DIR") for the applicable labor category.	1388.16	
B	**Labor Burden & Worker's Compensation Charge** 1. This shall be no more than fifteen percent (15%) of item (A), the Labor Charge. 2. This shall be the total cumulative charge permitted for all Subcontractors or all labor performed by the Subcontractor or Subcontractor's Subcontractor(s) (i.e., all "lower-tier" Subcontractor(s)).	208.22	
C	**Subtotal (A+B)**	1596.38	
D	**Material Charge.** Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).	2732.15	
E	**Equipment Charge** Attach invoice(s) from supplier(s).	[illegible]	
F	**Subtotal (C+D+E)**	4328.53	
G	**Subcontractor's Overhead and Profit Charge** 1. This shall be no more than five percent (5%) of item (F). 2. This shall be the total cumulative mark-up permitted for the Subcontractor and Subcontractor's Subcontractor(s) (i.e., all "lower-tier" Subcontractor(s)).	216.43	
H	**Subtotal (F+G)**	4544.96	
I	**Contractor's Overhead, Profit, Bond and Insurance** 1. This shall be no more than fourteen and twenty-three hundredths percent (14.23%) of Item (H). 2. This shall be the total mark-up permitted for Contractor.	646.70	
J	**Subtotal (H+I)**	5191.66	
K	**Time**	2 Days	
L	**Contractor's Home Office Overhead.** This shall be no more than $200 times the number of days of Item (K) (i.e., not to exceed $200/day)	400	
M	**TOTAL (J+L)**	5591.66	

The Contractor approves the foregoing as to the changes, if any, and the price specified for each item and the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete all additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District. It is expressly understood that the value of the extra Work or changes includes all of the Contractor's costs, expenses, field overhead, home office overhead, profit, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

For Contractor:

Signature	Date	Title	Name
Brooke Sharp	8/2/22	Secretary	Brooke Sharp

Walberg, Inc
6041 HWY 99W
Corning, CA 96021
530-824-0773

Wheatland High AG Scienc

Date 17-Jun

Description of Work:

over excavate fire lane 2' deep x 40'x10'

Equipment

Equipment Name		Hours	Hour rate	Extended Amounts
Cal Trans Rates 2021				
Cat 259 Skid Steer				$ -
Cat 420 Backhoe	1	5	$69.27	$ 415.62
Cat 325 Class Excavator Excavator		0	$112.03	$ -
Cat 415 Skip Loader				$ -
Cat D-6 Dozer		0	$96.03	$ -
Company Truck - F250 - F350		6	$29.60	$ 177.60
Company Truck - F450			$36.36	$ -
973 Track Loader		0	$121.43	$ -
10 Wheel Dump Truck			$120.00	$ -
Water Truck		0	$61.92	$ -
Bomag Roller 211		4	$60.09	$ 240.36
Jumping Jack - Vibra Plate				$ -
Cat CB 22 Smooth Drum Roller				$ -
Leymore Sweepar			$41.50	$ -
GPS			$23.86	$ -
Signs and cones			$2.94	$ -
Lowboy Truck and Trailer				$ -
			A Subtotal	$ 833.58

Material and or work done by Specialist

Material

Description	No. unit	Unit Cost		Extended
				$ -
				$ -
				$ -
travel 192 miles x 2 trips	192	$ 0.58		$ 111.36
				$ -
fuel for rental backhoe	24	$ 5.50		$ 132.00
				$ -
base rock	80	$ 12.50		$ 750.00
trucking import base	4	$ 325.25		$ 1,301.00
				$ -
				$ -
				$ -
Total Cost of Equipment, Material and Work			B Subtotal	$ 2,294.36
			B Subtotal with Tax	$ 2,472.17

All labor hours are journeyman rate unless noted otherwise

		Hours	Hourly rate	Extended Amounts
				$ -
				$ -
Project Manager	Regular			$ -
	OT			$ -
Office Staff	Regular			$ -
				$ -
backhoe operator	Regular	6	$ 86.76	$ 520.56
			$ 113.22	$ -
Operator roller	Regular	4	$ 86.76	$ 347.04
	OT		$ 113.22	$ -
	Sunday OT			$ -
Operator dozer	Regular	0	$ 86.76	$ -
	OT		$ 113.22	$ -
	Sunday OT			$ -
Operator excavator	Regular	0	$ 86.76	$ -
	OT		$ 113.22	$ -
	Sunday OT			$ -
grade setter	Regular	6	$ 86.76	$ 520.56
	OT		$ 113.22	$ -
	Sunday OT			$ -
Labor	Regular	0	$ 61.29	$ -
	OT		$ 77.29	$ -
	Sunday OT			$ -
Teamster	Regular		$ 68.82	$ -
	OT		$ 96.48	$ -
	Sunday OT			$ -
			C Subtotal	$ 1,388.16

		Subtotal	Percent	Total
Equipment	A	$ 833.58	$ 41.68	$ 875.26
Material	B	$ 2,472.17	$ 123.61	$ 2,595.78
Labor	C	$ 1,388.16	$ 288.04	$ 1,676.20
		Total this work order		
			Total	$ 5,147.24

Please pay this amount $$

Project Manager Date

Approval Title Date