# LOS BANOS UNIFIED SCHOOL DISTRICT GOVERNING BOARD OF EDUCATION <br> REGULAR MEETING <br> Los Banos City Council Chambers <br> 520 J Street - Los Banos, CA 93635 

Thursday, October 11, 2018
6:00 PM - Closed Session
7:00 P.M. - Regular Meeting AGENDA

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The District welcomes Spanish speakers to Board meetings. Anyone planning to attend and needing an interpreter should call 826-3801, 48 hours in advance of the meeting, so arrangements can be made for an interpreter.
El Distrito da la bienvenida a las personas de habla hispana a las juntas de la Mesa Directiva. Si planea asistir y necesita interpretación llame al 826-3801, 48 horas antes de la junta, para poder hacer arreglos de interpretación.
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## I. OPENING BUSINESS

A. Call Public Session to Order
B. Roll Call of Board Members Present

| Dennis Areias | Gary Munoz |
| :--- | :--- |
| Margaret Benton | Anthony Parreira |
| Megan Goin | Marlene Smith |
| Ray Martinez | Celeste Gobea |

C. Closed Session (6:00P.M)

1. Student Discipline, Cases: \#5519785, \#5227829820 and \#6158536514 (Action)
2. Parental request for Early Graduation for a Pacheco/San Luis High School student (Action)
3. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (No Action)
4. Leave Extension Request, classified employee (Section 54957) (Action)
5. Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: LBTA (No action).
II. OPEN REGULAR MEETING (7:00 P.M.)
III. PLEDGE OF ALLEGIANCE

## IV. APPROVAL OF AGENDA

Motion by $\qquad$ Seconded by $\qquad$
Proposed Action: Approve Agenda

## V. PUBLIC HEARING

## Public Presentations:

Members of the public may request an item be placed on the agenda of a regular meeting by submitting a request in writing, with all supporting documents, if any, to the Superintendent at least two weeks before the scheduled meeting date. [BB 9322(a)]

## General Public Comment:

Individuals wishing to address the Board on items not on the agenda may do so by approaching the podium. Once recognized, individuals shall identify themselves and make their statement. Speakers are limited to three (3) minutes, with the total time for public input at twenty (20) minutes per non-agenda item. [BB 9323]

## Public Comment on Agenda Items:

Members of the community may address specific items on the agenda as they are taken up by the Board in open session or prior to the Board going into closed session. The Board President will recognize individuals who wish to speak. Speakers are limited to three (3) minutes, with the total time for public input at twenty (20) minutes per agenda item. Once public comment on the agenda item is concluded and the Board begins deliberations or recesses to closed session, no further public comment shall be permitted on the agenda item. [BB 9323]

## Recognition/Introductions:

1. New Administrators for 2018-19 school year will be introduced.

## VI. REPORTS

A. Student Representative Report
B. Los Banos Teachers Association Report
C. California School Employees Association Report
D. Superintendent's Report
E. Facilities Report
F. Board Member Reports

## VII. NEW BUSINESS

A. 2018 CAASPP Scores (Page 6)

10 Min.

Staff will share the official results from the Spring 2018 administration of the Smarter Balanced Assessment Consortium (SBAC) through the California Assessment of Student Performance and Progress (CAASPP) System.

Proposed Action: None, discussion only.
B. School Safety Initiative (Page 7)

Staff and LBPD will give a presentation regarding School Safety
Proposed Action: None, discussion only.
C. Imagine Learning ( Page 8)

5 Min.

Staff and DELAC parents will share information regarding their support and progress made using Imagine Learning implementation in Elementary and Secondary grades as well as

Proposed Action: None, discussion only.
D. Amend 2018-19 Master EL Plan (Page 9)

It is recommended the Board approve the request to amend the EL Master Plan in order that it may be in alignment with the California EL Roadmap Policy.

Motion By $\qquad$ Seconded By $\qquad$
Proposed Action: Approve
E. Appointment of Citizens' Oversight Committee Members (Page 10)

It is recommended the Board appoint members to the District Citizens'
Oversight Committee.
Motion By Seconded By
Proposed Action: Appointment
F. Provisional Internship Permits (Page 11)

5 Min.
It is recommended the Board approve the following Provisional Internship Permits: Carter-Mooneyham, Ashley - Art Teacher- Los Banos High School; Mallonee, Cody - Mathematics Teacher, Foundational Math - CS Junior High School; Silveira, Brooke - Elementary Teacher - RM Elementary

Motion By $\qquad$ Seconded By $\qquad$
Proposed Action: Approve

## VIII. CONSENT CALENDAR

The Consent Calendar represents routine items acted upon in one motion by roll call vote. The recommendation is for adoption, unless otherwise specified. Any item can be removed for discussion upon request.
A. Approval of Minutes

Regular Meeting, September 13, 2018 (Page 18)
Special Meeting, September 18, 2018 (Page 24)
B. Personnel Actions

1. Report of Certificated Staffing Actions (Page 25)
2. Report of Classified Staffing Actions (Page 26)
3. Certificated Advancement on Salary Schedule (Page 27)
C. Monthly Fiscal Report (Page 29)

The monthly Fiscal Report is provided for informational purposes.
D. Annual Report-Community Facilities District \#2 (Page 37)

The annual CFD \#2 report is provided for informational purposes
E. Annual Report-Developer Fee Collection (Page 80)

The annual Developer Fee report is submitted for informational purposes
F. Merced County School Boards Association Dues (Page 86)

It is recommended the Board approve payment to the Merced County School Board Association for the 2018-19 dues.
G. Merced County P-16 Education and Community Council Dues (Page 88)

It is recommended the Board approve payment to the Merced County P-16
Education and Community Council Dues for 2018-19.
H. Williams Complaint Summary (Page 90)

It is recommended the Board approve the third quarter Williams Complaint Summary as submitted.
I. Annual Student Organization Review/Approval (Page 92)

It is recommended the Board approve the updated list of student organizations/ clubs for 2018-19 at Los Banos High School, Pacheco High School, Los Banos Junior High School and Creekside Junior High School.
J. Agreements/Contracts

1. Agreement,e.LocalLink-Video services as part of the Merced County Project (Page98)
2. Agreement, Stanislaus Academy 18-19 (Page 101)
3. Agreement, Creative Alternatives 18-19 (Page 138)
4. Agreement, Professional Tutors of America (Page 175)
K. Overnight/Out-of-State Travel
5. PHS Physical Education Teachers, Tennessee Oct 12-15 (Page 212)
6. LBJH MESA Students/Advisor November 19-21 College Tour, March 25-29

Catalina Island Marine Institute (Page 213)
3. LBE Teacher - June 21-24 Teach your Heart Out, FL/Bahamas (214)
4. WUES Teachers - June 21-24 Teach your Heart Out, FL/Bahamas (215)
L. Disposal of Obsolete Equipment (Page 216)

It is recommended the Board approve the removal and disposal of obsolete equipment from FOT.

## M. Approval/Ratification of Warrants

Motion By $\qquad$ Seconded By Proposed Action: Approve Consent Calendar as listed. (ROLL CALL VOTE)

## IX. REPORTING CLOSED SESSION ACTION

The Board will report action taken at the closed session held prior to the start of the meeting.
X. DISCUSSION, INFORMATION \& FUTURE AGENDA ITEMS (Board/Superintendent)
XI. CLOSED SESSION (If necessary)
XII. REPORTING CLOSED SESSION ACTION (If necessary)

The Board will report action taken in closed session.

## XIII. ADJOURNMENT

Americans with Disabilities Act Assistance: Auxiliary aids and services include a wide range of services and devices that promote effective communications for individuals with disabilities. If you require such assistance, please notify the Office of the Superintendent at $826-3801$ as soon as possible. Every effort will be made to give primary consideration to expressed preferences or provide equally effective means of communication to insure equal access to Los Banos Unified School District programs and events

## Board Reference Material

SUBJECT TITLE: 2018 CAASPP Scores
REQUESTED ACTION: Report Only
Action $\qquad$ Discussion/Information $\qquad$ X $\qquad$

## RECOMMENDATION:

No action required; report only

## BACKGROUND INFORMATION:

Staff will share the official results from the Spring 2018 administration of the Smarter Balanced Assessment Consortium (SBAC) through the California Assessment of Student Performance and Progress (CAASPP) System.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal \#1 - Promote the educational success of all students by closing the achievement gap between groups of students by using best practices to attain proficiency or better by all students in reading and mathematics.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

## SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

N/A

ORIGINATOR: Mark Marshall, Ed.D., Superintendent
Date: October 11,2018

## Board Reference Material

## SUBJECT TITLE: Safety Initiatives

REQUESTED ACTION: Discussion
Action $\qquad$ Discussion/Information $\qquad$ X

## RECOMMENDATION:

None, informational item only

## BACKGROUND INFORMATION:

Comprehensive emergency plans and school site safety information are being updated, refined and discussed within school site councils at the start of every year. Collaboration with our first responders, LBPD and LBFD, and active shooter scenarios have been practiced and debriefed with district personnel. District sites have been consulting with Knowledge Saves Lives, a private organization that specializes in threat assessment, active shooter trainings and other types of emergency preparation district wide. Every site has conducted a threat assessment and will be debriefing with KSL's in the next month with their staffs.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal number 3: Creating and sustaining a safe learning and drug free school environment

## ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

## SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

N/A

ORIGINATOR: Mark Marshall, Superintendent
Date: October 11, 2018

## Board Reference Material

## SUBJECT TITLE: Imagine Learning a Technology Based Program

REQUESTED ACTION:
Action $\qquad$ Discussion/Information $\qquad$ X

## RECOMMENDATION:

It is recommended the Board support Imagine Learning implementation in Elementary and Secondary grades.

## BACKGROUND INFORMATION:

Los Banos Unified School District has a long-time commitment to providing programs which encourage all students to maximize their potential and allow for quality education for all students enrolled in the district. It is our philosophy that all students enrolled in this district will reach high levels of academic achievement. Imagine Learning, a technology based program, can be used as an innovative tool to monitor a student's progress in the curriculum, while ongoing assessments provide clear data about student's growth and progress. English Learners (ELs) are taught effectively while retaining students' confidence necessary to become proficient in the English language and successful members of our society. It is the position of this district that it is the school/district's responsibility to provide each student with the essential skills to succeed academically by meeting the California state standards as established by the state and succeed in a global, $21^{\text {st }}$ century environment.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal \# 1. Promote the educational success of all students by closing the achievement gap between groups of students by using best practices to attain proficiency or better by all students in reading and mathematics.

Goal \# 10. Develop and maintain an effective communications system to inform the Board, staff and community about the District's academic progress, facility needs and annual budget

## ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

## SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

N/A

ORIGINATOR: Nancy Velador, English Language Coordinator
Date: October 11, 2018

## Board Reference Material

## SUBJECT TITLE: Amend the 2018-2019 EL Master Plan

REOUESTED ACTION:
Action X
Discussion/Information

## RECOMMENDATION:

It is recommended the Board approve the request to amend the EL Master Plan in order that it may be in alignment with the California EL Roadmap Policy.

## BACKGROUND INFORMATION:

Los Banos Unified School District has a long-time commitment to providing programs which encourage all students to maximize their potential and allow for quality education for all students enrolled in the district. It is our philosophy that all students enrolled in this district will reach high levels of academic achievement. The focus of this plan is to articulate an organized plan that ensures that English Learners (ELs) are taught effectively while retaining students' confidence necessary to become proficient in the English language and successful members of our society. It is the position of this district that it is the school/district's responsibility to provide each student with the essential skills to succeed academically by meeting the California state standards as established by the state and succeed in a global, $21^{\text {st }}$ century environment.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal \# 1. Promote the educational success of all students by closing the achievement gap between groups of students by using best practices to attain proficiency or better by all students in reading and mathematics.

Goal \# 10. Develop and maintain an effective communications system to inform the Board, staff and community about the District's academic progress, facility needs and annual budget

## ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

## SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

N/A

## Board Reference Material

## SUBJECT TITLE: Appointment of District Citizens' Oversight Committee

## REQUESTED ACTION: Appointment of Members

Action $\qquad$ Discussion/Information

## RECOMMENDATION:

It is recommended the Board appoint Rhonda Sinker and Jennika Uribe as members to the Citizens' Oversight Committee

## BACKGROUND INFORMATION:

Proposition 39 requires School Districts to form a Citizens Oversight Committee to monitor spending on new school construction projects. Membership shall include the following community groups; and at the time of appointment, the appointee must meet one of the following criteria:

1. Be active in a business organization representing the business community.
2. Be active in a senior citizens organization, which may be local, regional, statewide or national in nature.
3. Be active in a bona fide taxpayers' organization, which may be local, regional, statewide or national in nature.
4. Be the parent or guardian of at least one child currently enrolled in a school of the District;
5. Be either a parent or guardian of at least one child currently enrolled in the district and is an active member in a District parent-teacher organization.

The Committee must consist of at least seven members, but the Board of Trustees will make the final determination as to the size of the Citizens Oversight Committee.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal \#12: Plan and budget for the opening of new schools.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

None

## SPECIFIC FINANCIAL IMPACT:

## Board Reference Material

SUBJECT TITLE: Provisional Internship Permit
REQUESTED ACTION: Approve

$$
\text { Action } \quad \mathrm{X}
$$

Discussion/Information $\qquad$

## RECOMMENDATION:

It is recommended the Board approve a Provisional Internship Permit, which will allow the following assignment for the 2018-19 school year.

## BACKGROUND INFORMATION:

1. Carter-Mooneyham, Ashley - Art Teacher- Los Banos High School
2. Mallonee, Cody - Mathematics Teacher, Foundational Math - Creekside Junior High School
3. Silveira, Brooke - Elementary Teacher - RM Miano Elementary

Current regulation governing Provisional Internship Permits require that a notice of intent to employ an applicant be made public and that a copy of that notice be submitted with the permit request. Public notice for permit requests must include the name of the candidate for whom the permit is being requested, the specific assignment including the subject(s) and grade level (s) the candidate will be teaching and the fact that the candidate will be employed based on a Provisional Internship Permit.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an activity and does not support a specific Board goal.

## ALTERNATIVES/IDENTIFIED OPPOSITION: None

## SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

None

| ORIGINATOR: | Tammie Calzadillas |
| :--- | :--- |
|  | Assistant Superintendent, Human Resources |
| Date: | October 11, 2018 |



## 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 Cody Mallonee
SSN
Name of Employing Agency LOS BANOS UNIFIED SCHOOL DISTRICT
County/District/CDS Code 24-65755
$\square$ Multiple Subject
$\square$ Single Subject - Specify subject(s): Mathematics
$\square$ Education Specialist - Specify specialty area(s): $\qquad$
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):
Distributed job announcements
Contacted college or university placement centers
A 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
O Other (explain) LBUSD Job Fair 2/26/18
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):

T 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.

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.
$\square$ County Offices of Education, Nonpublic Schook, 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 agencydefined 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

U I certify under penalty of perjury that I need to complete NCLB core area subject matter to enroll in an intern program for the education specialist preliminary credential

Applicant Signature $\qquad$

## 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 $\qquad$
Titte Assistant Superintendent, Human Resources
Date $\qquad$

## VERIFICATION OF REQUIREMENTS <br> 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 Ashley Carter-Mooneyham
SSN $\qquad$
Name of Employing Agency LOS BANOS UNIFIED SCHOOL DISTRICT
County/District/CDS Code 24-65755

Multiple Subject
$\square$ Single Subject - Specify subject(s): Art
$\square$ 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):
Distributed job announcements
Contacted college or university placement centers
(d) Advertised on the Internet

Optional recruitment methods (in addition to the required methods above):
Advertised in professional journals
Attended job fairs in California
$\square$ Attended recruitment out-of-state
T Contacted California teacher recruitment centers
Advertised in local/national newspapers
(1) Other (explain) LBUSD Job Fair 2/26/18
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.

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.

## $\square$ County Offices of Education, Nonpublic Schook, 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 agencydefined 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
$\square$ I certify under penalty of perjury that I need to complete NCLB core area subject matter to enroll in an intern program for the education specialist preliminary credential

Applicant Signature $\qquad$

## 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 Assistant Superintendent, Human Resources
Date $\qquad$


## VERIFICATION OF REQUIREMENTS <br> 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 Brooke Silveira
SSN $\qquad$
Name of Employing Agency LOS BANOS UNIFIED SCHOOL DISTRICT
County/District/CDS Code 24-65755
$\square$ Multiple Subject
$\square$ Single Subject - Specify subject(s): $\qquad$
$\square$ Education Specialist - Specify specialty area(s): $\qquad$
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):
Distributed job announcements
Contacted college or university placement centers
D Advertised on the Internet
Optional recruitment methods (in addition to the required methods above):
(4. 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) LBUSD Job Fair 2/26/18

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):

## U 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.

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.
$\square$ County Offices of Education, Nonpublic Schook, 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 agencydefined 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. I certify under penalty of perjury that I need to complete NCLB core area subject matter to enroll in an intern program for the education specialist preliminary credential

## Applicant Signature

$\qquad$

## 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
Assistant Superintendent
Date $\qquad$

City Hall
Council Chambers
September 13, 2018

Mr. Parreira called the meeting to order at 6:00 P.M.
PRESENT: Mr. Areias, Ms. Benton, Mr. Martinez (6:02), Mr. Munoz (6:01), Mr. Roll Call Parreira, Ms. Smith. Absent: Ms. Goin.

A study session was held at 6:00 p. m. to discuss special education staffing by Yolanda Cork-Anthony, Director of Special Education

A closed session was held at 6:15 p.m. to discuss Student Discipline: Cases: \#6191172134, \#5515875, \#5519741, A Leave Extension Request, classified employee (Section 54957), Public Employee Discipline/Dismissal/ Release/ Reassignment (Section 54957), A Request for waiver from Physical Education graduation requirement, Los Banos High School student, Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: LBTA.

The regular meeting was opened by Mr. Parreira at 7:12 P.M.
The audience was led in the Pledge of Allegiance by Celeste Gobea Salvatier, LBHS Student Representative to the Board.

There was a correction to the agenda. The year and resolution number on Item VIII, letter D had the wrong year and resolution number. On a motion by Member Benton, seconded by Member Munoz, Trustees approved the agenda as corrected.

Board President Anthony Parreira welcomed all the students in attendance from Jeff De la Cruz's Government Class at Pacheco High School.

Geneva Brett told the student and everyone attendance a story about personal perseverance in light of adversity and that they should never give up. She also stated that Century 21 was holding its annual Coats for Kids drive and encouraged everyone to donate a coat and told the students if they needed one that one would be provided.

The Los Banos Preschool Program was recognized by Samantha Thompson from MCOE and Christie Hendricks, Assistant Superintendent, early education for their Program 2018 Quality Rating Improvement System Gold Medal Awards. RM Miano Media Specialist Linda Higby, LBHS Media Specialist Mary Accardo, and Veli Gurgen, LBHS Principal recognized Dollar General for their donation of $\$ 10,000$ for each school's literacy program. Mr. Parreira introduced Los Banos High Student Representative to the Board, Celeste Gobea Salvatier.

Los Banos High Student Representative to the Board, Celeste Gobea Salvatier, reported on the many activities at Los Banos and Pacheco High Schools.

Study Session

Closed Session

Regular Meeting
Pledge of Allegiance

Approval of
Agenda

Public Forum

Recognition / Introductions

Student Report

No Report
No Report
Dr. Marshall presented Fr. Noah Lawson from St. Albans Episcopal Church with a plaque in appreciation for his participation in the "Stuff the Bus" Initiative. He stated that two of our parent programs started in our district for the 18-19 school year. Parenting Partners and the Parent Leadership Initiative have both been well attended and are off to a good start. He visited the new Arts Council Art and Ceramics Studio that recently opened. He stated that he and a team will be attending the CA Ed Partners workshop in Burbank and let everyone know that this was funded by a grant from the CA Ed Partners. Dr. Marshall let the Board know that there would be a presentation at the next regular meeting from the Los Banos Police Department and a presentation by Knowledge Saves Lives.

Mr. Tom Worthy, Director of Facilities, Maintenance and Transportation, came forward and provided an update on facility projects.

Ms. Benton thanked the students in attendance and said the District was off to a strong start. She attended the San Luis High School welcome back to school BBQ and mentioned that they served watermelon that was grown in the school garden. She also stated that she attended various Facilities Committee meetings and she anticipated attending many more with the new Elementary School getting ready to be built. She also stated that in addition to the Coats for Kids drive that Century 21 was also holding a canned food drive to help with feed students that may not have food on the weekends. She told everyone how the District was working to update the look of their Facebook page and encouraged all to check it out. She gave an update regarding the intersection of Pacheco and $11^{\text {th }}$ Street and said the HAWK system is almost complete. Mr. Munoz greeted all who were in attendance and said that the Parent Leadership Training Institute was off to a great start. A retreat was held on August $25^{\text {th }}$ which gave the parents an overview to the program. There were 15 parents in attendance. In the third week of the program the enrollment has gone up to 26. They are going to start an English class, and the retreat for that will be held on Saturday, September $22^{\text {nd }}$ so far they have 8 interested parents. He attended the Parenting Partners English class at Westside and was very impressed. He thanked Mr. Joe McColloch, Principal at Westside Union Elementary. Mr. Areias stated the facilities committee was having various meetings to decide on the process that we are going to be using to build the new elementary school. He is looking forward to seeing the start of construction. He attended the Los Banos High School College Fair and noted that it was very well attended. He said he was looking forward to seeing the completion of the new Ag Barn Facility at Pacheco High that is scheduled to be completed around the first of the year. He invited everyone to attend the first Community Café at Creekside Junior High School that will be held on October 25th. He has attended many Volleyball games. He said that he represents all schools not just the one in his area. He believes that we have the best teachers, staff and programs in the state. He would like to stop the rumors that have been saying otherwise. In $2016,42 \%$ of all seniors met their A-G requirements. He stated that there are two reasons that students fail, first the student does not care and second the parents don't pay attention. He addressed the students in attendance and told them
to pay attention, and to seize the opportunities, most of all if you need help, ask for it as the District offers tutoring and many other interventions. Mr. Martinez welcomed everyone back and let everyone know that he started a Facebook page for District 7. He helped facilitate a presentation by Dr. Sonny Lara for the Firehouse Program that serves disenfranchised youth. He is hoping to find funding for this program. He is looking forward to going to LFE and reading to the students. He stated that this is election season and wished all the candidates a great campaign. Ms. Smith welcomed all of the students from Mr. De la Cruz's class for attending the meeting. She told them not only were they seeing government in action but one that impacted them directly. She asked them all to return and to participate. She congratulated both High Schools for their strong showing in the AP testing results. Mr. Parreira attended the Los Banos High School College Fair and was very impressed by the questions that the students were asking the presenters, he felt that this was a good sign. He told the students in attendance from Mr. De la Cruz's class to make sure and ask questions when they have their college fair. He also stated not only were the students in attendance watching government in action but showing good citizenship by attending. He watched the Channel 47 broadcast for Friday Morning football at PHS and said that the school showed a lot of spirit.

On motion by Member Martinez seconded by Member Smith, Trustees approved the first addendum to the employment agreement between the Los Banos Unified School District and Dr. Mark Marshall. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

There was no action taken for the opening of the Directors-at-Large position for the California School Boards Association.

On motion by Member Benton seconded by Member Munoz Trustees adopted Resolution \#42-18, establishing a District Citizens' Oversight Committee. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

On motion by Member Smith seconded by Member Areias, Trustees adopted the 2017-18 Unaudited Actuals Financial Report as presented. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

On motion of Member Benton seconded by Member Munoz, Trustees adopted Resolution \#41-18 authorizing the opening of the 2018 Bond Fund- Fund \#24. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

On motion by Member Areias, seconded by Member Martinez, Trustees approved Provisional Internship Permits for the following teacher: Talina Powers, Sp Ed Mild/Moderate Teacher - Los Banos Elementary. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

On motion by Member Areias, seconded by Member Benton, Trustees approved the Memorandum of Understanding between LBUSD and LBTA. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

Superintendents Contract

CSBA Nomination

Resolution \#42-18
Citizens Oversight
Committee

Unaudited Actuals

Resolution \#41-18
Bond Fund \#24

## PIPS

MOU
LBTA/LBUSD

On motion by Member Smith seconded by Member Areias, Trustees approved the revised Reclassification Forms for grades $1^{\text {st }}-12^{\text {th }}$. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

Mr. Parreira opened a public hearing on the sufficiency of instructional materials at 8:34 P.M., no one came forward and the hearing was closed at 8:34 P.M. On motion by Member Martinez, seconded by Member Benton, Trustees adopted Resolution \#38-18 stating the District has provided each pupil with sufficient textbooks and instructional materials for the 2018-19 school year. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

On motion by Member Areias, seconded by Member Benton, Trustees approved the Consent Calendar as submitted. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

Trustees approved minutes of the: Special Meeting held on August 4, 2018, Regular Meeting held on August 9, 2018 and Special Meeting held on August 27, 2018.

Certificated Report: Appointment: Silva Cisneros, Sandra - English/Drama Teacher - Pacheco High School - effective 8/22/2018, Tachella, Anthony - English Teacher - Pacheco High School - effective 8/28/2018, Graves, Star - Mental Health Counselor - District Wide - effective 9/4/2018. Resigned: Phillips, Elizabeth - Art Teacher, Los Banos High School - effective 6/30/2018, Guido, Kerri - Elementary Teacher, Mercey Springs Elementary - effective 6/30/2018, Mendoza, Rafael Math Teacher, Creekside Elementary-effective 8/31/2018. Extra Duty Appointments: Aaron Cotta- Pentathlon Coach-LFE; Michael Lemos-Head JV Football Coach -LBHS; John Wenig-Asst. Football Coach-Varsity-PHS ; Anthony Silva-Athletic Trainer/Equipment, HS -LBHS; Danielle Cavazos-Band Director, High School-LBHS; Tammie Schultz-Pentathlon Coach-WUES; Cassandra Voelcker-Head Varsity Volleyball Coach, Boys-PHS and Volley Coach, Girls-FROSH-PHS; Joanne F. Patino - Theatre Director, High School -LBHS; Sandra Anaya-Asst. Volleyball Coach Jr. High, $7^{\text {th }}$ Grade-CJHS; Oyuky Sandoval-Head Volleyball Coach, JHS, $7^{\text {th }}$ Grade-CJHS; Ila Nelson-Scholarship Advisor-PHS and Yearbook Advisor-PHS; Brian Clark-Band Director-Junior High School-LBJHS; Jose Luna III-Head Varsity Track Coach, HS-LBHS; Kevin Coleman-Head Varsity Basketball Coach, HS Boys-LBHS; Barbara Mello-Asst. Volleyball Coach, JHS $8{ }^{\text {th }}$ Grade-LBJHS and Asst. Softball Coach, $8^{\text {th }}$ Grade-LBJHS; Sandra Baca-Asst. Volleyball Coach, JHS $7^{\text {th }}$ Grade-LBJHS; Serryna Gonzalez-Frosh Volleyball Coach, Girls HS-LBHS; Laurence Mitchell-Asst. Varsity Football Coach, HS-LBHS and Head JV Basketball Coach, Boys HS-PHS; Rogelio Garibay Ochoa-Band Director, High School-PHS; Douglas Fuentes-Asst. Frosh Football Coach, HSLBHS and Head Basketball Coach, JHS, $8^{\text {th }}$ Grade Boys-LBJHS; Dario A. Costa Jr.-Asst. Band Director, HS-PHS; Manuel J, Garcia-Head Soccer Coach, JHS BoysLBJHS; Tyrell Jenkins - Head JV Football Coach, HS-PHS and Head Varsity Basketball Coach, HS Boys-PHS; Jamie Davies-Head Volleyball Coach, $7^{\text {th }}$ GradeLBJHS; Marc Heguy-Head Soccer Coach JHS, $8^{\text {th }}$ Grade-CJHS; Paulina TaylorActivities Director-CJHS and Asst. Softball Coach, JHS $7^{\text {th }}$ Grade-CJHS and Asst. Basketball Coach, JHS $7^{\text {th }}$ Grade Girls-CJHS; Jennifer Leyva-Asst. Soccer Coach, JHS $8^{\text {th }}$ Grade-CJHS; Steven Baughman-Varsity Water Polo Coach, Girls HSLBHS; Paula Chavez-Asst. Volleyball Coach, JHS $8{ }^{\text {th }}$ Grade-CJHS; Mike Bonillas$8^{\text {th }}$ Grade Basketball Coach, Boys-CJHS and Varsity Golf Coach, Girls HS-LBHS; Charles Castaneda-Head FROSH Football Coach-PHS and Head Varsity Wrestling

RFEP
Reclassification Forms

Sufficiency of Instructional Materials

CONSENT
CALENDAR

Minutes

Personnel Actions

Coach-PHS; Cynthia Hernandez-Head Soccer Coach, Girls-PHS; Michael PerkinsHead Soccer Coach, Boys-PHS; Gerardo Reyes-Head JV Basketball Coach-GirlsLBHS; Lindsay Olds-Pentathlon Coach-MSE; Paul Sevier-Head Soccer Coach-HS Boys-LBHS; Ronnie Barton-Asst. Varsity Football Coach, HS-PHS; Carlos ArceoAsst. Soccer Coach, JHS-LBJH; Armando Fuentes Jr. - Head Soccer Coach, $7^{\text {th }}$ Grade-CJHS and Head Baseball Coach, $8^{\text {th }}$ Grade-CJHS; Mikell Benton-Head Volleyball Coach, $8^{\text {th }}$ Grade-CJHS, Jordan Macias-Asst. FROSH Football CoachPHS; David M. Duke-Varsity Water Polo Coach, Boys HS; Edward Mentz Jr.Asst. JV Football Coach-LBHS; Katherine Bartlett-Pentathlon Coach-CJHS; Efrain Ulloa-Asst. Soccer Coach, $7^{\text {th }}$ Grade-CJHS; Jennifer Barcellos-Activities Director-CJHS.

Classified Report: New Hires: Accardo, David - TK Center, Custodian (6.0 Hrs), Simpson, Tabatha - TR, Bus Driver ( 6.0 Hrs ). Promotional: Carlos, Emma - LBE, Office Specialist (8.0 Hrs), Dardon, Mario - LBJH, Media Specialist/Paraprofessional (8.0 Hrs),Honeycutt, Saundra - MSE, Paraprofessional (3.25 Hrs), Morales, Karina - FS, Child Nutrition Worker (5.0 Hrs) Rubio, Xochitl LBE, Paraprofessional (6.0 Hrs). Resigned: Dunn, Porchesia - LFE, Paraprofessional - Effective 8-31-18, Hazan, Emma - LFE, Paraprofessional Effective 8-31-18.

The monthly Fiscal Report was submitted for Board information.

Trustees adopted Resolution \#40-18 approving the Gann Appropriations Limit for 2017-18 and 2018-19.

Trustees approved the following agreements/proposals: Agreement, MCOE, Jack L. Boyd Outdoor School (RME), MCOE Information Technology Contract 2018-2019, City of Los Banos SRO Program August 2018, National University Student Teaching, Jim Womack, Inspector of Record-New Elementary School, Technicon Engineering Services, Inc. testing for PHS Ag Project, Technicon Engineering Services, Inc. testing for New Elem Project, Jon Bruno, BCBA Independent Evaluation, Rebecca Schilling, PhD, Independent Evaluation, Christienne Colip, Independent Evaluation, Jim Womack, Constructability Review New Elementary, Jim Womack, Inspector of Record, PHS Ag Facility.

Trustees approved the following overnight/out-of-state travel: LBHS Choir, Choral Festival, San Luis Obispo, March 20-23, 2019, RME $6^{\text {th }}$ Graders, Jack L. Boyd Outdoor School, Feb 19-22, 2019, PHS Ag Teachers, National Association of Agricultural Educators, Nov 27-Dec 1, 2018, LBHS Teacher - PBIS Leadership Forum, Chicago, IL Oct 3-5, 2018, VE Teachers - Get Your Teach On, Phoenix, AZ Jan 22-23, 2019.

Trustees declared specified electronic equipment as obsolete and authorized disposal in accordance with Board Policy \#3270.

Trustees approved the warrants for payment.

Fiscal Report

Gann Limit

Agreements/ Contracts

Travel

Disposal of Obsolete Equipment

Warrants

On motion by Member Areias seconded by Member Smith, Trustees expelled student case \#5519741, \#6191172134, and \#5515875 for remainder of the school year 201819. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

The Leave Extension Request, classified employee (Section 54957) was deferred to October.

On Motion by Member Smith seconded by Member Martinez, Trustees approved request for waiver from Physical Education graduation requirement, for LBHS student \#5503102 Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

There were no future agenda items.

The meeting was adjourned by Mr. Parreira at 8:43 P.M.

Reporting Closed Session

## SECRETARY

# LOS BANOS UNIFIED SCHOOL DISTRICT MINUTES OF THE SPECIAL MEETING <br> OF THE BOARD OF EDUCATION <br> September 18, 2018 

Mr. Parreira called the meeting to order at 5:02 P.M.
District Office
Boardroom

PRESENT: Mr. Areias, Ms. Benton, Mr. Munoz, Mr. Parreira, Ms. Smith Absent: Ms. Goin, Mr. Martinez.

The audience was led in the Pledge of Allegiance by Mr. Anthony Parreira

On motion by Member Areias, seconded by Member Munoz Trustees approved the agenda as submitted. Ayes: Areias, Benton, Munoz, Parreira, Smith; Noes: 0; Absent: Goin, Martinez. Motion carried.
No one came forward to speak.
Call to Order

Pledge of Allegiance

A study session was conducted by Lozano Smith Attorney, Megan Macy, on Construction Delivery Methods. Information was shared on Competitive Building, Multi-Prime Contractors, Design-Bid-Build, Lease Leaseback and Design Build options.

The meeting was adjourned by Mr. Parreira at 6:05 P.M.
Public Forum
Construction Delivery Methods Information Session

Adjournment

## SECRETARY

# LOS BANOS UNIFIED SCHOOL DISTRICT 

| REPORT OF CERTIFICATED EMPLOYMENT |
| :--- |
| FOR BOARD APPROVAL - October 11, 2018 |

Asst. Superintendent, Tammie Calzadillas
Human Resources

## APPOINTMENT:

Carter-Mooneyham, Ashley- Art Teacher, LBHS - effective 9/19/2018
Gutknecht, Eileen - Elementary Mental Health Counselor, District Wide - 10/1/2018

## RESIGNATION:

None

## EXTRA DUTY <br> APPOINTMENTS:

Chauncey Lee-Asst. Frosh Football Coach-PHS; Esteban Mendoza-Asst. Wrestling CoachLBHS; Amanda Guerrero-Head JV Spirit Team Advisor-LBHS; Shirley Brand-WinterGuard-CJHS; Jose Castro II-Head Varsity Wrestling Coach-LBHS; Ralph ApodacaHead Basketball Coach, JHS, $7^{\text {th }}$ Grade Girls-LBJH; Andrew E. Long-Varsity Tennis Coach, Girls-PHS; Wendell Wright-Asst. FROSH Football Coach-PHS; Marc Heguy-Head Soccer Coach, HS Girls-LBHS; Micah Costello-Asst. Football Coach-Varsity-PHS; Taya McCoyWinter Percussion, JHS-CJHS and Asst. Band Director-LBHS;

# LOS BANOS UNIFIED SCHOOL DISTRICT DIVISION OF HUMAN RESOURCES 

REPORT OF CLASSIFIED EMPLOYMENT
FOR BOARD APPROVAL - October 11, 2018

## New Hires:

Gargano, Mari - WUES, Paraprofessional (4.0 Hrs)
Jackson, Ann - LFE, Paraprofessional (5.0 Hrs)

## Appointments:

Aaron, Christina - LFE, Paraprofessional (5.0 Hrs)
Koehler, Katie - TK, Paraprofessional (4.5 Hrs)
Salaz, Avelina - TK, Paraprofessional (4.0 Hrs)

## Promotional:

De La Torre Navarro, Emilia, LBE, Office Assistant (8.0 Hrs)
Herrera, Brittany - LBE, Paraprofessional (4.5 Hrs)
Jimenez, Richard - MA, Groundskeeper (8.0 Hrs)
Kamoku, Thomas - MA, Groundskeeper ( 8.0 Hrs )
Marcella, Melanie - DO, Fiscal Analyst (8.0 Hrs)
Medrano, Lupe - LBHS, Accounting Assistant (8.0 Hrs)
Partida, Veronica - DO, Accounting Technician (8.0 Hrs)
Retired:
Anzaldo, Kathleen - RME, Paraprofessional - Effective 9/21/2018
Termination:

## Resigned:

## Leave of Absence:

## Board Reference Material

## SUBJECT TITLE: Certificated Advancement on Salary Schedule

REQUESTED ACTION: Approve
Action $X$
Discussion/Information $\qquad$

## RECOMMENDATION:

It is recommended the Board approve certificated staff that have petitioned and successfully completed the requirements to advance horizontally on the certificated salary schedule for the 2018-19 school year.

## BACKGROUND INFORMATION:

The current agreement between the District and the Los Banos Teachers Association states that teacher contracts will be re-written if unit requirements are met and submitted to the Human Resource Office by Sept 17, 2018.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?
This is an activity and does not support a specific Board goal.

## ALTERNATIVES/IDENTIFIED OPPOSITION: <br> None

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):
Approximately $\$ 97,515.00$

| ORIGINATOR: | Tammie Calzadillas, Assistant Superintendent |
| :--- | :--- |
|  | Human Resources |

Date: $\quad$ October 11,2018

| LAST | FIRST | SITE |
| :---: | :---: | :---: |
| ALVARENGA | LAURA | LBJHS |
| APODACA | RALPH | LBJHS |
| ARAGONA | JULIE | CE |
| BARCELLOS | RACHEL | LBJHS |
| BELLINGER | JESSE | LBJHS |
| BENSON | ILANA | HME |
| BOURBON | AMANDA | LFE |
| BUCKLEY | JANET | CR |
| BUSSE | CHRISTOPHER | LBJHS |
| CAREDIO | SHARON | PHS |
| CAZARES | CARLA | LBJHS |
| COLEMAN | KEVIN | LBHS |
| CURUTCHAGUE | CLAUDIA | LBHS |
| DEGRACE | MARION | LBHS |
| DRAKE | KEVIN | PHS |
| DUNAVAN | KRISTAL | WUES |
| ETCHEVERRY | ELYSE | MSE |
| FURNISH-REYES | DEBORAH | MSE |
| GARCIA | KENNY | LBHS |
| GARCIA RORIGUEZ | MARIA | LFE |
| GARIBAY OCHOA | ROGELIO | PHS |
| GOMES | CRISTIN | CR |
| GREEN | HANNAH | PHS |
| GREEN | CIERA | PHS |
| GRIFFITH | CARISSA | PHS |
| HALPIN | BOWMAN | LBHS |
| HOPPER | BRITTNEY | PHS |
| IPSEN | DELANIE | PHS |
| JACOBO | ADAM | PHS |
| KESSLER | SHANNON | MSE |
| LEYVA | JENNIFER | HME |
| MASCORRO | VALENTINA | LBJHS |
| MOLINA | ALEXANDRIA | LFE |
| MORGAN | MARIE | RME |
| ORNELAS | BRENDA | PHS |
| OROZCO | JENNIFER | RME |
| PIERCE | LEANNA | LFE |
| PRATER | BRYCE | PHS |
| PRITSCH | LISA | LBHS |
| TAYLOR | PAULINA | CSJHS |
| TORRES | CRISTALENE | LBHS |
| TRENT | MICHELE | CE |
| WILLIAMS | SUMMER | WUES |

## Board Reference Material

SUBJECT TITLE: Monthly Fiscal Report
REQUESTED ACTION: None-report only
Action $\qquad$ Discussion/Information $\qquad$ X

## RECOMMENDATION:

The attached reports are provided for informational purposes only.

## BACKGROUND INFORMATION:

- Board Financial Summary Report, General Fund
- Enrollment Graphs
- Developer Fee Collection Report (summary only)


## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):
N/A

ORIGINATOR: Amer Iqbal, Director of Fiscal Services
Date: October 11, 2018
monthly Board report
UNRESTRICTED/RESTRICTED COMBINED FUND: 01 GENERAL FUND/COUNTY SSF

| OBJECT |  | ADOPTED | BUDGET | CURRENT | INCOME/ | BUDGET | BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| NUMBER | DESCRIPTION | BUDGET | ADJUSTMENTS | BUDGET | EXPENSE | BALANCE | \% USED |

REVENUE DETAIL

| REVENUE LIMIT SOURCES | 113.778,785.00 |  | 113,778.785.00 | 20,029,027.35 | 93,749,757.65 | 17.60 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| FEDERAL REVENUES | 5,487,500.00 | 3,677,655.00 | 9,165,155.00 | 108,454.84 | 9,056,700.16 | 1.18 |
| OTHER STATE REVENUES | 15,200.891.00 | 27,871.00- | 15,173,020.00 | 871,903.00 | 14,301,117.00 | 5.74 |
| OTHER LOCAL REVENUES | 851,802.00 | 21,797.00 | 873,599.00 | 242,784.66 | 630,814.34 | 27.79 |
| to date revenues | 135,318,978.00 | 3,671,581.00 | 138,990,559.00 | 21,252,169.85 | 17,738,389.15 | 15.29 |

EXPENDITURE DETAIL

| CERTIFICATED SALARIES : | $52,793,069.00$ |  | $52,793,069.00$ | $12,333,193.89$ | $40.459,875.11$ | 23.36 |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| CLASSIFIED SALARIES : | $17,485,493.00$ | $58,454.00$ | $17,543,947.00$ | $4,440,107.35$ | $13,103,839.65$ | 25.30 |
| EMPLOYEE BENEFITS : | $37,719,861.00$ | $30,647.00$ | $37,750,508.00$ | $7,604,411.27$ | $30,146,096.73$ | 20.14 |
| BOOKS AND SUPPLIES : | $10,575,960.00$ | $4.172,716.33$ | $14,748.676 .33$ | $1,300,694.79$ | $13,447,981.54$ | 8.81 |
| SERVICES, OTHER OPER. EXPENSE: | $8,604,900.00$ | $617,782.20$ | $9,222,682.20$ | $2,727,104.61$ | $6,495,577.59$ | 29.56 |
| CAPITAL OUTLAY : | $1,912,000.00$ | 179.921 .00 | $2,091,921.00$ | 267.045 .74 | $1.824,875.26$ | 12.76 |
| OTHER OUTGOING : | 1.730 .000 .00 |  | $1,730.000 .00$ | 286.376 .00 | 1.443 .624 .00 | 16.55 |
| DIRECT SUPPORT/INDIRECT COSTS: | $351,742.00-$ |  | $351,742.00-$ | .00 | $351,742.00-$ | 0.00 |
| PRIOR YEAR EXPENDITURE : | 987.288 .00 |  | $987,288.00$ | $611,394.98$ | $375,893.02$ | 61.92 |

* TOTAL YEAR TO DATE EXPENDITURES $* * 131,456,829.00 * 5.059,520.53 * 136.516 .349 .53 * 29.570 .328 .63 * 106.946 .020 .90 * 21.66$

OTHER FINANCING SOURCES (USES )
$\begin{array}{lrlrrrr}\text { INTERFUND TRANSFERS - OUT : } & 3,515,000.00 & & 3,515,000.00- & .00 & 3,515,000.00- & 0.00 \\ \text { CONTRIB. - RESTRICTED PROGRAMS: } & .00 & 294,978.00 & 294,978.00 & .00 & 294,978.00 & 0.00\end{array}$


* TOTAL YEAR TO DATE OTHER FINANCING * 3,515,000.00** 294,978.00 * 3,220,022.00-* $\quad .00$ * 3,220,022.00-* 0.00

011 Los Banos Unified Schoo1 Dist. J53090 FINANCIAL STATEMENT FOR PERIOD 07/01/2018-06/30/2019 GLD500 L.00.03 10022018 1002 PAGE 2 monthly Board report UNRESTRICTED/RESTRICTED COMBINED FUND: 01 GENERAL FUND/COUNTY SSF

| OBJECT | BEGINNING YEAR TO DATE | ENDING |  |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| NUMBER | DESCRIPTION | BALANCE | ACTIVITY |

## FUND RECONCILIATION

## ASSETS AND LIABILITIES :

| 9110 | CASH IN COUNTY TREASURY | 21,505,129.16 | 9.735,145.85- | 11,769,983.31 |
| :---: | :---: | :---: | :---: | :---: |
| 9130 | REVOLVING CASH ACCOUNT | 25,000.00 | 200.00 | 25,200.00 |
| 9135 | CASH W/ FISCAL AGENT |  | 31.24. | 31.24. |
| 9210 | ACCOUNTS RECEIVABLE PRIOR YEAR | 1,826.141.05 | 256,192.30. | 1,569,948.75 |
| 9310 | DUE FROM OTHER FUNDS | 380,245.66 | . 00 | 380,245.66 |
| 9340 | OTHER CURRENT ASSETS | 2,250.00 | . 00 | 2,250.00 |
| 9509 | ACCOUNTS PAYABLE SET UP |  | 5,308.80- | 5,308.80- |
| 9510 | ACCOUNTS PAYABLE CURRENT LIAB | 2,370,788.03. | 1,804,609.67 | $566.178 .36 \cdot$ |
| 9522 | STRS REF EXCESS CONTRIBUTION | 863.90 - | 53,004.99- | 53,868.89. |
| 9550 | USE TAX LIABILITY | 4.052 .00 | 21,646.27. | 17.594.27. |
| 9553 | REPAY | 996.83- | 669.79- | 1,666.62- |
| 9554 | INSURANCE |  | 30,285.38 | 30.285.38 |
| 9556 | MISC DISTRICT VOL-DEDS (1) |  | 5,059.64- | 5,059.64. |
| 9564 | RETIREE LIABILITY | 99.766.31 | 2.044 .43 | 97.721.88- |
| 9567 | INSURANCE MISCELLANEOUS |  | 78,239.38- | 78,239.38. |
| 9610 | DUE TO OTHER FUNDS | 17.827.46- | . 00 | 17.827.46- |
| 9650 | UNEARNED (DEFERRED) REVENUE | 2,032,371.18- | . 00 | 2,032,371.18- |

* NET YEAR TO DATE FUND BALANCE * * $19,220.204 .16$ * 8,318.158.78-* $10.902,045.38$ *
* EXCESS REVENUES/(EXPENDITURES) * * $19,220.204 .16$ * 8,318,158.78-* 10,902.045.38 *

| OBJECT |  | ADOPTED | BUDGET | CURRENT | INCOME/ | BUDGET | BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Number | DESCRIPTION | BUDGET | ADJUSTMENTS | BUDGET | EXPENSE | BALANCE | \% USED |

REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE

| A. Revenues | 135,318,978.00 | 3,671,581.00 | 138,990.559.00 | 21,252,169.85 | 117,738,389.15 | 15.29 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| B. EXPENDITURES | 131,456,829.00 | 5,059,520.53 | 136,516,349.53 | 29.570,328.63 | 106,946,020.90 | 21.66 |
| C. EXCESS REVENUES ( EXPENDITURES) | 3,862,149.00 | 1,387,939.53. | 2,474,209.47 | 8,318,158.78- | 10,792.368.25 | 0.00 |
| D. OTHER FINANCING SOURCES ( USES ) | 3,515,000.00- | 294,978.00 | 3,220,022.00- | . 00 | 3,220.022.00- | 0.00 |
| E. NET CHANGE IN FUND BALANCE | 347,149.00 | 1,092,961.53. | 745.812.53. | 8,318,158.78. | 7,572,346.25 | 1115.31 |
| F. FUND BALANCE : |  |  |  |  |  |  |
| BEGINNING BALANCE (9791) | . 00 | . 00 | . 00 | . 00 | . 00 | NO BDGT |
| AUDIT ADJUSTMENTS (9793) | . 00 | . 00 | . 00 | . 00 | . 00 | NO BDGT |
| OTHER RESTATEMENTS (9795) | . 00 | . 00 | . 00 | . 00 | . 00 | NO BDGT |
| ADJuSted beginning balance | . 00 | . 00 | . 00 | . 00 | . 00 | NO BDGT |
| G. ENDING BALANCE | 347.149 .00 | 1,092,961.53. | 745,812.53. | 8,318,158.78- | 7,572,346.25 | 1115.31 |

K-6 Enrollment (including SDC) by Month

| $\begin{aligned} & 6000 \\ & 5950 \end{aligned}$ |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5900 |  |  |  |  |  |  |  |  |  |  |  |  |
| 5850 |  |  |  |  |  |  |  |  |  |  |  |  |
| 5800 |  |  |  |  |  |  |  |  |  |  |  |  |
| 5750 |  |  |  |  |  |  |  |  |  |  |  |  |
| $5700$ |  |  |  |  |  |  |  |  |  |  |  |  |
| 5650 |  |  |  |  |  |  |  |  |  |  |  |  |
| 5600 |  |  |  |  |  |  |  |  |  |  |  |  |
| 5550 |  |  |  |  |  |  |  |  |  |  |  |  |
| $5500 \times$ |  |  |  |  |  |  |  |  |  |  |  |  |
| 5450 |  |  |  |  |  |  |  |  |  |  |  |  |
| 5350 | 8/31 | 9/28 | 10/26 | 11/3 | 12/1 | 1/5 | 1/26 | 2/23 | $3 / 29$ | 4/27 | 5/31 | 7/27 |
| - | 5374 | 5408 | 5388 | 5411 | 5415 | 5425 | 5445 | 5458 | 5457 | 5450 | 5439 | 5439 |
| $\rightarrow$ * 14-15 | 5413 | 5464 | 5438 | 5450 | 5442 | 5487 | 5511 | 5510 | 5530 | 5526 | 5526 | 5526 |
| $\pm 15-16$ | 5560 | 5564 | 5549 | 5571 | 5565 | 5586 | 5599 | 5609 | 5642 | 5527 | 5527 | 5527 |
|  | 5684 | 5698 | 5689 | 5682 | 5687 | 5704 | 5730 | 5733 | 5725 | 5732 | 5720 | 5720 |
| =-wno 17-18 | 5852 | 5886 | 5883 | 5878 | 5884 | 5892 | 5926 | 5913 | 5931 | 5939 | 5934 | 5934 |
| $\cdots$ 대래-19 | 5859 | 5864 |  |  |  |  |  |  |  |  |  |  |

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7-8 Enrollment (including SDC)

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9－12 Enrollment（including SDC）

| $\begin{aligned} & 3425 \\ & 3375 \end{aligned}$ | A－20 |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3325 | 今－ |  |  |  |  |  |  |  |  |  |  |  |
| 3275 |  |  |  |  |  |  |  |  |  |  |  |  |
| 3225 |  |  |  |  |  |  |  |  |  |  |  |  |
| 3175 |  |  |  |  |  |  |  |  |  |  |  |  |
| 3125 |  |  |  |  |  |  |  |  |  |  |  |  |
| 3075 |  |  |  |  |  |  |  |  |  |  |  |  |
| 3025 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2975 为 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2925 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2875 | 8／31 | 9／28 | 10／26 | 11／3 | 12／1 | 1／5 | 1／26 | 2／23 | 3／29 | $4 / 27$ | 5／31 | 7／27 |
| － | 2959 | 2989 | 2971 | 2970 | 2971 | 2976 | 2973 | 2962 | 2953 | 2920 | 2896 | 2896 |
| －-1415 | 3090 | 3093 | 3076 | 3080 | 3037 | 3068 | 3056 | 3020 | 2994 | 2967 | 2967 | 2967 |
| －15－16 | 3194 | 3195 | 3173 | 3175 | 3169 | 3150 | 3113 | 3086 | 3065 | 3048 | 3048 | 3048 |
| $\cdots$ \％ $16-17$ | 3245 | 3224 | 3216 | 3213 | 3196 | 3197 | 3191 | 3161 | 3154 | 3141 | 3141 | 3141 |
| $=-17-18$ | 3337 | 3337 | 3336 | 3327 | 3298 | 3295 | 3272 | 3272 | 3237 | 3234 | 3217 | 3217 |
| －－18－19 | 3415 | 3414 |  |  |  |  |  |  |  |  |  |  |

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K-12 Enrollment (including SDC) by Month

| 11070 | $\Delta$ |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10970 |  |  |  |  |  |  |  |  |  |  |  |  |
| 10870 |  |  |  |  |  |  |  |  |  |  |  |  |
| 10770 |  |  |  |  |  |  |  |  |  |  |  |  |
| 10670 |  |  |  |  |  |  |  |  |  |  |  |  |
| 10570 |  |  |  |  |  |  |  |  |  |  |  |  |
| 10470 |  |  |  |  |  |  |  |  |  |  |  |  |
| 10370 | Clllllen |  |  |  |  |  |  |  |  |  |  |  |
| 10270 |  |  |  |  |  |  |  |  |  |  |  |  |
| 10170 |  |  |  |  |  |  |  |  |  |  |  |  |
| 10070 |  |  |  |  |  |  |  |  |  |  |  |  |
| 99709870 |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 8/31 | 9/28 | 10/26 | 11/3 | 12/1 | 1/5 | $1 / 26$ | $2 / 23$ | 3/29 | $4 / 27$ | 5/31 | $7 / 27$ |
| - $-13-14$ | 9889 | 9968 | 9922 | 9936 | 9941 | 9948 | 9969 | 9978 | 9966 | 9924 | 9887 | 9887 |
| $\rightarrow$-14-15 | 10,073 | 10,134 | 10,071 | 10,087 | 10,040 | 10,122 | 10,128 | 10,087 | 10,082 | 10,051 | 10,051 | 10,051 |
| - $15-16$ | 10,344 | 10,343 | 10,299 | 10,319 | 10,303 | 10,316 | 10,290 | 10,261 | 10,281 | 10,286 | 10,286 | 10,286 |
| * 16-17 | 10,577 | 10,585 | 10,560 | 10,545 | 10,526 | 10,550 | 10,570 | 10,544 | 10,521 | 10,513 | 10,499 | 10,499 |
| - 17-18 | 10,865 | 10,900 | 10,902 | 10,892 | 10,889 | 10,875 | 10,908 | 10,872 | 10.874 | 10,861 | 10,829 | 10,829 |
| - $-18-19$ | 11,104 | 11,112 |  |  |  |  |  |  |  |  |  |  |

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Los Banos Unified School District

|  | 2015-16 | Monthly \% | umulative | 2016-17 | Monthly \% | e \% <br> Cumulativ | 2017-18 | Monthly \% | Cumulative $\%$ | 2018-19 | Monthly \% | $\begin{gathered} \text { Cumulativ } \\ \text { e \% } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| JUL | \$109,941.25 | 7.48\% | 7.48\% | \$5,731.20 | 0.25\% | 0.25\% | \$274,657.79 | 8.01\% | 8.01\% | \$308,497.57 | 52.29\% | 52.29\% |
| AUG | \$105,310.08 | 7.17\% | 14.65\% | \$26,649.18 | 1.16\% | 1.41\% | \$208,796.85 | 6.09\% | 14.10\% | \$281,495.00 | 47.71\% | 100.00\% |
| SEP | \$37,320.27 | 2.54\% | 17.19\% | \$47,479.74 | 2.07\% | 3.48\% | \$275,404.32 | 8.03\% | 22.13\% |  | 0.00\% | 100.00\% |
| OCT | \$19,825.11 | 1.35\% | 18.54\% | \$51,686.41 | 2.25\% | 5.74\% | \$218,715.47 | 6.38\% | 28.50\% |  | 0.00\% | 100.00\% |
| NOV | \$28,945.89 | 1.97\% | 20.51\% | \$186,628.12 | 8.14\% | 13.88\% | \$197,943.82 | 5.77\% | 34.28\% |  | 0.00\% | 100.00\% |
| DEC | \$82,174.85 | 5.59\% | 26.11\% | \$60,503.79 | 2.64\% | 16.51\% | \$217, 111.35 | 6.33\% | 40.61\% |  | 0.00\% | 100.00\% |
| JAN |  | 0.00\% | 26.11\% | \$365,848.48 | 15.95\% | 32.47\% | \$635,341.43 | 18.53\% | 59.13\% |  | 0.00\% | 100.00\% |
| FEB | \$61,428.06 | 4.18\% | 30.29\% | \$273,114.28 | 11.91\% | 44.38\% | \$247,502.17 | 7.22\% | 66.35\% |  | 0.00\% | 100.00\% |
| MAR | \$111,836.09 | 7.61\% | 37.90\% | \$165,196.51 | 7.20\% | 51.58\% | \$66,820.53 | 1.95\% | 68.30\% |  | 0.00\% | 100.00\% |
| APR | \$304,266.24 | 20.71\% | 58.61\% | \$145,515.82 | 6.35\% | 57.93\% | \$278,641.73 | 8.12\% | 76.42\% |  | 0.00\% | 100.00\% |
| MAY | \$436,037.69 | 29.68\% | 88.29\% | \$787,362.62 | 34.34\% | 92.27\% | \$549,872.46 | 16.03\% | 92.45\% |  | 0.00\% | 100.00\% |
| JUN | \$171,996.03 | 11.71\% | 100.00\% | \$177,319.04 | 7.73\% | 100.00\% | \$258,832.61 | 7.55\% | 100.00\% |  | 0.00\% | 100.00\% |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| TOTAL | \$1,469,081.56 | 100.00\% |  | \$2,293,035.19 | 100.00\% |  | \$3,429,640.53 | 100.00\% |  | \$589,992.57 | 100.00\% |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |

# Board Reference Material 

# SUBJECT TITLE: Annual Report - Community Facilities District \#2 <br> REQUESTED ACTION: Receive Annual Report 

$\qquad$ Discussion/Information $\qquad$

## RECOMMENDATION:

This is an Annual Special Tax Report which summarizes information related to Community Facilities District No. 2 ("CFD No.2"). The report outlines the Special Tax Levy for 2017/18, a summary of delinquent special taxes, along with a background and development summary. The report also provides information for compliance with the Local Agency Special Tax and Bond Accountability Act (SB 165), whereby the local agency issuing the special tax must present a report in accordance with the Accountability Act. This report is for the fiscal year 2017/18. No action is required.

## BACKGROUND INFORMATION:

The District formed Community Facilities District No. 2 in 2005 to incorporate the mitigation agreements reached with several area developers as a mechanism to provide mitigation fees for the impacts of their planned residential developments. Since its creation the CFD it has been modified to include additional mitigation agreements for other planned residential housing developments. In 2007 the first homes were built within the boundaries of CFD No.2.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

## SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

This is an Information item only.


Los Banos Unified School District Community Facilities District No. 2
(Mitigation Agreement)

Annual Report
FISCAL Year 2018/19

# District Administration 

Los Banos Unified School District<br>Dr. Mark Marshall, Superintendent<br>Don Laursen, Assistant Superintendent of Administrative Services<br>1717 S $11^{\text {th }}$ Street<br>Los Banos, CA 93635<br>T. 209.826.3801<br>F. 209.826.6810

## Special Tax Administrator

Koppel \& Gruber Public Finance
Lyn Gruber/Douglas Floyd
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San Marcos, California 92078
T. 760.510 .0290
F. 760.510 .0288

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Section I. Speclal Tax Levy For FY 2018/19 ..... 2
A. Annual Tax Requirement ..... 2
B. Distribution of Special Tax ..... 3
C. Estimated Administrative Expenses ..... 3
Section II. Summary of Delinquent Speclal Taxes ..... 5
Section III. Background of CFD No. 2 ..... 6
A. Summary Table of Information ..... 6
B. CFD No. 2 Background ..... 6
C. Boundaries ..... 7
Section IV. Development Summary ..... 8

## ATTACHMENTS

ATTACHMENT 1 - CURRENT DEVELOPMENT MAPS
ATTACHMENT 2 - BOUNDARY MAPS
ATTACHMENT 3 - RATE AND METHOD OF APPORTIONMENT ATTACHMENT 4 - FISCAL YEAR 2018/19 SPECIAL TAX ROLL

## Introduction

This Annual Special Tax Report ("Report") summarizes certain general and administrative information related to Community Facilities District No. 2 (Mitigation Agreement) ("CFD No. 2 ") of the Los Banos Unified School District ("District"). The Report outlines the following for CFD No. 2: (I) Special Tax Levy for Fiscal Year 2018/19, (II) Summary of Delinquent Special Taxes, (III) Background of CFD No. 2 and (IV) Development Summary. The Report also includes Attachments referenced by and/or supplementing the information outlined herein. The capitalized terms used in the Report and not defined herein are used as defined in the Rate and Method of Apportionment of CFD No. 2 ("RMA").

## Section I. Speclal Tax Levy For FY 2018/19

Section I of the Report contains information for the determination of the Fiscal Year ("FY") 2018/19 Special Tax levy.

## A. Annual Tax Requirement

The Annual Tax Requirement for FY 2018/19 calculated in accordance with the RMA (Please see Attachment 3 for a full copy of the RMA) is $\$ 142,163.64$. The table below shows the calculation used to determine the FY 2018/19 Annual Tax Requirement. FY 2017/18 is provided for comparison.

| ANMAL TAX REQUIREMENT COMPONENTS | FY 2018/19 DOLLARS | FY 2017/18 DOLLARS |
| :--- | :---: | :---: |
| Direct Facilities | $\$ 135,023.69$ | $\$ 118,255.92$ |
| Administrative Expenses | $7,139.95$ | $6,677.80$ |
| ANNUAL TAX REQUREMENT | $\$ 142,163.64$ | $\$ 124,933.72$ |

## B. Distribution of Special Tax

Special Taxes that CFD No. 2 may levy are limited by the RMA. The Fiscal Year 2018/19 maximum Special Tax Rate, the applied Special Tax Rate, number of units levied and aggregate levy amount for Residential Property is listed in the following table.

| Tax Class | NUMBER OF UNITS | FY 2018/19 SPECIAL TAX RATid ${ }^{2}$ | FY $2018 / 19$ SPBCIAL TAX RBVENUES |
| :---: | :---: | :---: | :---: |
| PERMITS ISSUED PRIOR TO 06/01/2007 ${ }^{1}$ |  |  |  |
| Single-Family Dwelling | 10 | \$475.26 | \$4,752.60 |
| Mobile Dwelling Unit | 0 | \$475.26 | \$0.00 |
| Multi-Family Dwelling | 0 | \$475.26 | \$0.00 |
| PERMITS ISSUED 06/02/2007 TO 06/01/2008 |  |  |  |
| Single-Family Dwelling | 39 | \$475.64 | \$18,549.96 |
| Mobile Dwelling Unit | 0 | \$475.64 | \$0.00 |
| Multi-Family Dwelling | 0 | \$475.64 | \$0.00 |
| PERMITS ISSUED 06/02/2008 TO 06/01/2015 |  |  |  |
| Single-Family Dwelling | 8 | \$537.78 | \$4,302.24 |
| Mobile Dwelling Unit | 0 | \$537.78 | \$0.00 |
| Multi-Family Dwelling | 0 | \$537.78 | \$0.00 |
| PERMITS ISSUED 06/02/2015 TO 06/01/2016 |  |  |  |
| Single-Family Dwelling | 46 | \$541.94 | \$24,929.24 |
| Mobile Dwelling Unit | 0 | \$541.94 | \$0.00 |
| Multi-Family Dwelling | 0 | \$541.94 | \$0.00 |
| PERMITS ISSUED 06/02/2016 TO 06/01/2017 |  |  |  |
| Single-Family Dwelling | 135 | \$554.80 | \$74,898.00 |
| Mobile Dwelling Unit | 0 | \$554.80 | \$0.00 |
| Multi-Family Dwelling | 0 | \$554.80 | \$0.00 |
| PERMITS ISSUED 06/02/2017 TO 06/01/2018 |  |  |  |
| Single-Family Dwelling | 26 | \$566.60 | \$14,731.60 |
| Mobile Dwelling Unit | 0 | \$566.60 | \$0.00 |
| Multi-Family Dwelling | 0 | \$566.60 | \$0.00 |
| TOTAL | 264 | NA | \$142,163.64 |

1 One (1) parcel was levied commencing in FY $2013 / 14$ based on the re-issuance of a building permit; however, the original building permit was issued on August 22, 2006. The parcel is being levied based on the original permit date since other parcels in the same tract are levied according to their original permit.
2 For years where no building permits were issued, Tax Rates have been omitted from spread.

## C. Estimated Administrative Expenses

Each year a portion of the Special Tax levy goes to pay the ongoing costs of administration. The estimated FY 2018/19 administrative expenses are shown below, followed by a description of each line item. FY 2017/18 amounts are provided for comparison.

| Administrative Dxpbnsis |  |  |  | FY 2018/19 AMOUNT | FY 2017/18 AMOUNT |
| :--- | :---: | :---: | :---: | :---: | :---: |
| District Staff and Expenses | $\$ 1,000.00$ | $\$ 1,000.00$ |  |  |  |
| Outside Fees and Expenses | $6,000.00$ | $5,544.50$ |  |  |  |
| County Tax Collection Fees | 139.95 | 133.30 |  |  |  |
| TOTAL ExPENSES | $\$ 7,139.95$ | $\$ 6,677.80$ |  |  |  |

District Staff and Expenses - Includes staff time spent on the administration of CFD No. 2, its accounts and obligations as well as expenses related to CFD No. 2 including postage, supplies, copying, telephone, and technology costs.

Outside Fees and Expenses - Includes the District's estimated costs to hire consultants related to the administration of CFD No. 2. Consultants used include attorneys, fiscal agent and the special tax administrator. These consultants calculate the Annual Special Tax Rates, monitor the special taxes collected by CFD No. 2 provide for compliance with State and Federal laws and reporting requirements. A contingency amount has been added to protect CFD No. 2 from unanticipated costs.

County Tax Collection Fees - Refers to the processing fee charged by the County of Merced ("County") for placing the Special Taxes on the County Property Tax roll. The base processing fee is $\$ 50.00$ for the fund and $\$ 0.35$ per parcel.

## Section II. Summary of Delinquent Special Taxes

CFD No. 2 levied a total of $\$ 124,933.72$, in Special Taxes in FY 2017/18. As of August 22, 2018, there was one (1) parcel delinquent in its payment of FY 2017/18 Special Taxes in the amount of $\$ 265.55$. This translates to a delinquency rate of $0.43 \%$.

Delinquent Special Taxes as of August 22, 2018 for FY 2017/18 and four prior Fiscal Years are summarized in the table below:

| Fiscal Year | NO. OF Parcels LEVIED | NO. OF Parcels DELINQUENT | TOTAL ANNLAL LEVY | ANNUAL DELINQUENT AMOLNT ${ }^{1}$ | Percent of ANNUAL DELINQUENT |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 2013/14 | 49 | 0 | \$21,105.98 | \$0.00 | 0.00\% |
| 2014/15 | 49 | 0 | \$21,527.98 | \$0.00 | 0.00\% |
| 2015/16 | 57 | 0 | \$26,012.28 | \$0.00 | 0.00\% |
| 2016/17 | 103 | 1 | \$50,494.62 | \$228.59 | 0.45\% |
| 2017/18 | 238 | 1 | \$124,933.72 | \$265.66 | 0.21\% |

[^0]
## Section III. Background of CFD No. 2

## A. Summary Table of Information

The following table shows information related to the formation of CFD No. 2:

| CFD FORMATION (ORIGINAL CFD) |  |
| :---: | :---: |
| Date of Resolution of Intention to Establish | August 4, 2005 |
| Resolution of Intention Number | 19-05 |
| Date of Resolution of Formation | October 13, 2005 |
| Resolution of Formation Number | 25-05 |
| County Fund Number | 51899 |
| CFD Annexitions |  |
| Annexation Dates (pubic hearing) |  |
| Annexation 1 | January 4, 2007 |

## B. CFD No. 2 Background

The Mello-Roos Community Facilities Act ("Act") of 1982 came about as a response to the lack of adequate financing for public capital facilities and services in the postProposition 13 era. State Legislatures Mello and Roos sponsored this Bill, which was enacted into law by the California Legislature and is now Sections 53311 et seq. of the California Government Code. The Act authorizes a local government agency, such as a school district to form a Community Facilities District ("CFD") within a defined set of boundaries for the purposes of providing public facilities and services. A CFD is formed for financing purposes only and is governed by the agency that formed it.

On August 4, 2005, the District's Board of Education ("the Board") adopted a resolution of intention to form a Community Facilities District under the Act to levy a special tax for the purpose of providing for public school and infrastructure facilities. After conducting a public hearing, the Board adopted resolutions establishing CFD No. 2 and the qualified electors within CFD No. 2 authorized the District to levy a special tax for the authorized purposes.

## C. Boundaries

Properties within original CFD No. 2 boundaries and within Annexation 1 of CFD No. 2 are non-contiguous and are all located within the Los Banos Unified School District boundaries.

The boundary maps depicting the boundaries of CFD No. 2 and Annexation 1 are included as Attachment 1 of this Report.

A copy of the boundary map for the original CFD No. 2 boundaries is on file at the County of Merced, Book 11 of Maps and Assessment and Community Facilities Districts, Pages 2-5 and as Document Number 2005-084765.

The boundary map for Annexation 1 is on file at the County of Merced, Book 13 of Maps and Assessment and Community Facilities Districts, Pages 2-3 and as Document Number 2007-00306.

## Section IV. Development Summary

The following table summarizes the number of units with an annual Special Tax levy for FY 2018/19 by development project.

| DEVELOPMENT NLMBER OF UNITS | SINGLE-FAMILY Dweluing | Mobile DWEhANG UNIT | MULTI-FAMILY Dwbluing |
| :---: | :---: | :---: | :---: |
| Village Green | 8 | 0 | 0 |
| Villages IV | 83 | 0 | 0 |
| Southbrook | 8 | 0 | 0 |
| Sandstone II | 111 | 0 | 0 |
| Developed Other | $54^{1}$ | 0 | 0 |
| Total | 264 | 0 | 0 |

[^1]
## AtTACHMENT 1

## Current Development Maps

[^2]LOS BANOS UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2
MAP 1 OF 6
LOS BANOS UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2
MAP 2 OF 6







## Attachment 2

Boundary Maps

The following pages show the recorded boundary maps of CFD No. 2 and Annexation No. 1.


Los Banos Unified School District Annual Special Tax Report, FY 2018/19
Community Facilities District No. 2
Boundary Maps


Los Banos Unified School District Annual Special Tax Report, FY 2018/19
Community Facilities District No. 2
Boundary Maps


Los Banos Unified School District Annual Special Tax Repost, FY 2018/19
Commuaity Facilities District No. 2
Boundary Maps


Los Banos Unified School District Annual Special Tax Report, FY 2018/19
Community Facilities District No. 2
Boundaxy Maps

Book 13 Page 3

Los Banos Unified School District Annual Special Tax Rcport, FY2018/19
Community Facilities District No. 2
Boundary Maps

## Attachment 3 <br> Rate and Method of Apportionment

FOR CFD No. 2

## RATE, METHOD OF APPORTIONMENT AND MANNER OF COLLECTION OF SPECIAL TAXES FOR LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 (MITIGATION AGREEMENT)

Special Taxes, determined as shown below, shall be levied each year by the Board of Trustees of the Los Banos Unified School District (the "District") within the boundaries of Community Facilities District No. 2 (Mitigation Agreement) (the "CFD No. 2"):
I. DEFINITIONS. The terms hereinafter set forth have the following meanings:
"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 and following of the California Government Code.
"Annual Tax" or "Annual Taxes" means the special tax levied each year against Developed Residential Property.
"Board" means the Board of Trustees of the Los Banos Unified School District.
"Bond(s)" means bond(s) issued by the District under the Act for CFD No. 2.
"City" means the City of Los Banos, California.
"County" means the County of Merced, California.
"Developed Residential Property" means all Taxable Property (i) that has improvements suitable for residential use, (ii) for which a residential certificate of occupancy has been issued, (iii) where there is a residential use that does not require a building permit, or (iv) that is otherwise used for residential purposes.
"Fiscal Year" means the period starting on July 1 and ending on the following June 30.
"Governmental Property" means property owned by the state, federal, or local government.
"Parcel" means any County Assessor's Parcel in CFD No. 2 whether or not included in the equalized tax rolls of the County as of January 1 preceding the Fiscal Year.
"Pre-Existing Residential Property" means any Parcel constituting Taxable Property in CFD No. 2 upon which an occupied Residential Unit is located at the time of the public hearing related to the formation of CFD No. 2. In the event of annexation of property into CFD No. 2, Pre-Existing Residential Property means any Parcel
constituting Taxable Property within the area subject to the annexation upon which an occupied Residential Unit is located at the time of the public hearing date for such annexation.
"Residential Unit" or "Residential Units" means any improvement or improvements on a Parcel or portion thereof for residential use or suitable for residential use.
"Special Tax Rates" for any Fiscal Year means the amounts of special taxes that may be levied against any Residential Unit in that Fiscal Year.
"Special Taxes" means Annual Taxes.
"Taxable Property" means all Parcels within the boundaries of CFD No. 2 that are not exempt from the Special Tax.
"Undeveloped Property" means all Taxable Property in CFD No. 2 for which no residential use exists and no certificate of occupancy has been issued as of the June 1 immediately preceding the Fiscal Year for which the Annual Special Tax is to be levied.

## II. ANNUAL TAXES.

A. Levy and Amount of Annual Tax: Subsequent Adjustment. An Annual Tax shall be levied on each Parcel or portion thereof that is Developed Residential Property as of the June 1 immediately preceding the Fiscal Year for which the Annual Special Tax is to be levied as follows:

1. Single-Family Dwelling: A Parcel on which at least one singlefamily house is located shall be assessed an Annual Tax of three hundred thirty-nine dollars (\$339) per Residential Unit.
2. Mobile Dwelling Units: A Parcel on which a mobile home or mobile homes are located shall be assessed an Annual Tax of three hundred thirty-nine dollars (\$339) per mobile home.
3. Multi-Family Dwellings: A Parcel on which a structure that contains more than one Residential Unit is located, including but not limited to an apartment building, a duplex or a halfplex, shall be assessed an Annual Tax of three hundred thirty-nine dollars (\$339) per each Residential Unit.

Once a property has been classified as Developed Residential Property, it may not be reclassified as any other property and shall be taxed in the manner set forth above unless taxes are prepaid and fully satisfied for the otherwise applicable remaining term of the tax.
B. Annual Escalation. Each Special Tax Rate described in paragraph A above is subject to annual increase, prior to its application to any specific Parcel or

Residential Unit, of the greater of: (1) the change in the Construction Cost Index (CCI) set forth in the Engineering News Record ("ENR") for the California Region - All Construction (consisting of the total average CCI of the cities of Los Angeles, San Francisco, and any other cities or areas added to the list of ENR California cities) if available; or (2) the rate of increase on the District's school impact fee authorized by Government Code Section 65995 to be applied and increased on an annual basis. In the event that the increase is based on Government Code Section 65995, then the annual rate of increase shall be based on the change in the Class B construction cost index, as maintained by the State Allocation Board, for the previous one year period, converted to an annual rate of increase. Once the Special Tax Rate is assigned to any specific Parcel or Residential Unit, the escalation process defined immediately above shall cease and instead, such Special Tax Rate shall be subject to annual increases of not-to-exceed two percent ( $2.0 \%$ ), compounded.
C. Collection of Annual Tax. The Annual Tax shall be collected each year upon the applicable Parcels in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties, procedures, and lien priorities in the case of delinquency as is provided for ad valorem taxes. Notwithstanding the above, the District reserves the right to collect the Annual Tax pursuant to any other lawful procedure as determined by the Board.

## III. ANNEXATION PARCELS.

Parcels may be annexed to CFD No. 2 after CFD No. 2 has been formed. In the event a Parcel is annexed to CFD No. 2, the Special Tax shall be assigned using the procedures described herein unless modified by the Board by way of the proceedings of annexation.

## IV. EXEMPT PROPERTY.

A. Governmental Property. Governmental Property will not be taxed, except:

1. In accordance with Government Code Section 53340.1, if the public agency owning Governmental Property, including property held in trust for any beneficiary, grants a leasehold or other possessory interest in the property to a nonexempt person or entity after August 1, 2005, the Special Taxes shall, notwithstanding Government Code Section 53340(c), be levied on the leasehold or possessory interest and shall be payable by the owner of the leasehold or possessory interest.
2. In accordance with Government Code Section 53317.3, if property not otherwise exempt from the Special Taxes levied pursuant to this formula is acquired by a public entity through a negotiated transaction, or by gift or devise, the Special Taxes shall, notwithstanding Government Code Section 53340 (c), continue to
be levied on the property acquired and shall be enforceable against the public entity that acquired the property.
3. In accordance with Government Code Section 53317.5, if property subject to a Special Tax levied pursuant to this formula is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Taxes shall be treated as if it were a special annual assessment. For this purpose, the present value of the obligation to pay the Special Taxes to pay the principal and interest on any indebtedness incurred by the District prior to the date of apportionment determined pursuant to Section 5082 of the Revenue and Taxation Code shall be treated the same as a fixed lien special assessment.
B. Non-Governmental Tax Exempt Uses: Any Parcel that is exempt by law from ad valorem taxes will not be taxed except as otherwise provided herein.
C. Undeveloped Property: Undeveloped Property shall not be subject to the Annual Special Tax.
D. Pre-Existing Residential Property: Pre-Existing Residential Property shall not be subject to the Annual Special Tax as long as the number of Residential Units on such property existing at the time of the exemption are not increased.

## V. ANNUAL ESTABLISHMENT OF SPECIAL TAX RATES.

The District shall cause the actions required above to be done for each Fiscal Year in a timely manner to assure that the schedule of the Annual Taxes to be collected is received by the Auditor of the County of Merced for inclusion with billings for such ad valorem taxes for the applicable Fiscal Year.

## VI. APPEALS AND INTERPRETATION PROCEDURE.

Any taxpayer claiming that the amount or application of a Special Tax is in error may file a notice with the District appealing the levy of the Special Tax. The Superintendent or designee will promptly review the appeal and, if necessary, meet with the applicant and decide the appeal. If the findings of the Superintendent or designee verify that the tax should be modified or changed, the Special Tax levy shall be corrected and, if applicable, a refund shall be granted. Any dispute over the decision of the Superintendent or designee shall be referred to the Board and the decision of the Board shall be final.

Interpretations may be made by resolution of the Board for purposes of clarifying any vagueness or uncertainty as it relates to the application of the Special Tax Rate, or application of the method of apportionment, or the classification of properties or any definition applicable to the CFD.

## VII. TERM OF COLLECTION OF SPECIAL TAXES.

Term of Annual Taxes. Annual Taxes shall be levied and collected only so long as they are needed to pay the principal of and interest on debt incurred in order to acquire and/or construct the facilities of the CFD, or so long as they are needed to pay the costs or expenses related to the construction of facilities authorized. However, in no event shall any Developed Residential Property be subject to the Annual Tax for more than thirty (30) years following the date such property is first subject to the payment of such tax.

## VIII. PREPAYMENT OF TAX.

The Annual Tax applicable to a Taxable Property in CFD No. 2 may be prepaid and the obligation of the Taxable Property to pay any Annual Tax permanently satisfied as described herein. An owner of a Taxable Property intending to prepay the Annual Tax obligation shall provide the District (or its designee) with written notice of intent to prepay and identify the company or agency that will be acting as the escrow agent, if any. The District shall provide such property owner with a statement of the prepayment amount for such Taxable Property within thirty (30) days of the request and may charge a reasonable fee for providing this service. Within the District's sole discretion, prepayment may be required to be made 60 or more days prior to any redemption date for CFD No. 2 Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount (defined below) may be calculated as summarized below:

$$
\begin{array}{ll}
\mathrm{P} & =\text { PVT }+ \text { Premium }+\mathrm{F}, \text { where } \\
& =\text { Prepayment Amount } \\
\text { P } & =\text { Present Value of Special Taxes } \\
\text { PVT } & =\text { Fees }
\end{array}
$$

Present Value of Special Taxes (PVT) shall mean the present value of the Annual Tax applicable to the subject lot or parcel in each year remaining until the year ending thirty (30) years after a property is first subject to the Annual Tax using the yield on the Bonds as the discount rate if Bonds have been issued and sold and using a discount rate determined by District Superintendent at the time of prepayment if Bonds have not been issued and sold.

The Annual Tax used in such calculation shall be determined by the classification of parcels shown above.

Premium shall mean, if Bonds have been issued, the bond call costs (not to exceed three percent ( $3 \%$ ) of PVT) associated with the redemption of Bonds. If no Bonds have been issued, no premium shall be applied.

Fees shall mean the fees of CFD No. 2, the District, the special tax consultant and any consultants retained by CFD No. 2 in connection with the prepayment calculation, and bond redemption, if any.

In addition, any property owner prepaying its Special Taxes must pay current and any delinquent Special Taxes and penalties prior to prepayment.

## IX. CLAIMS FOR REFUND.

All claims for refund of Special Taxes collected on behalf of the CFD No. 2 shall be filed with the Superintendent of the District no later than one year after the date the Special Tax was due and payable to the County or the District as applicable. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the Board as a prerequisite to the claimant's bringing suit thereon. Pursuant to Government Code Section 935(b), the claim shall be subject to the provisions of Government Code Sections 945.6 and 946.

The Board, acting on its own behalf and on behalf of CFD No. 2, shall act on a timely claim within the time period required by Government Code Section 912.4.

The procedure described above shall be the exclusive claimant procedure for claims seeking a refund of Special Taxes. The decision of the Board in response to the claim for refund of taxes shall be final.

## ATTACHMENT 4

FY 2018/19 Special Tax Roll

A list of the parcels and CFD No. 2 Special Taxes submitted to the County for FY 2018/19 is provided on the following pages.

LOS BANOS UNIFIED SCHOOL DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2
FISCAL YEAR 2018/19 TAX ROLL

| APN | Tax Class | Levy |
| :---: | :--- | :---: |
| $027-011-017-000$ | Single Family Dwelling | $\$ 475.64$ |
| $027-011-018-000$ | Single Family Dwelling | $\$ 475.64$ |
| $027-011-019-000$ | Single Family Dwelling | $\$ 475.64$ |
| $027-011-020-000$ | Single Family Dwelling | $\$ 475.64$ |
| $027-012-013-000$ | Single Family Dwelling | $\$ 475.64$ |
| $027-012-014-000$ | Single Family Dwelling | $\$ 475.64$ |
| $027-012-015-000$ | Single Family Dwelling | $\$ 475.64$ |
| $027-012-016-000$ | Single Family Dwelling | $\$ 475.64$ |
| $027-013-011-000$ | Single Family Dwelling | $\$ 475.64$ |
| $027-013-012-000$ | Single Family Dwelling | $\$ 475.64$ |
| $027-013-013-000$ | Single Family Dwelling | $\$ 475.64$ |
| $027-013-014-000$ | Single Family Dwelling | $\$ 475.64$ |
| $081-180-005-000$ | Single Family Dwelling | $\$ 554.80$ |
| $081-180-006-000$ | Single Family Dwelling | $\$ 554.80$ |
| $081-180-007-000$ | Single Family Dwelling | $\$ 554.80$ |
| $081-180-008-000$ | Single Family Dwelling | $\$ 554.80$ |
| $081-180-009-000$ | Single Family Dwelling | $\$ 554.80$ |
| $081-180-047-000$ | Single Family Dwelling | $\$ 554.80$ |
| $081-180-048-000$ | Single Family Dwelling | $\$ 554.80$ |
| $081-180-049-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-021-001-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-021-002-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-021-003-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-022-001-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-022-003-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-022-004-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-022-005-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-022-006-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-022-007-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-023-014-000$ | Single Family Dwelling | $\$ 554.80$ |
|  |  |  |

## LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 FISCAL YEAR 2018/19 TAX ROLL

| APN | Tax Class | Levy |
| :---: | :--- | :---: |
| $430-023-015-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-023-016-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-023-017-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-024-001-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-024-002-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-024-003-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-024-004-000$ | Single Family Dwelling | $\$ 475.26$ |
| $430-024-005-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-024-006-000$ | Single Family Dwelling | $\$ 475.26$ |
| $430-024-007-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-024-008-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-024-009-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-024-010-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-024-011-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-024-012-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-024-013-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-024-014-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-024-015-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-025-02-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-025-021-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-031-006-000$ | Single Family Dwelling | $\$ 475.26$ |
| $430-031-007-000$ | Single Family Dwelling | $\$ 475.26$ |
| $430-031-008-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-031-009-000$ | Single Family Dwelling | $\$ 475.26$ |
| $430-031-010-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-031-011-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-031-012-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-031-013-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-031-014-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-031-015-000$ | Single Family Dwelling | $\$ 541.94$ |

Prepared by: Koperg Girubrr
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## LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 FISCAL YEAR 2018/19 TAX ROLL

| APN | Tax Class | Levy |
| :---: | :--- | :---: |
| $430-031-016-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-031-018-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-031-021-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-032-014-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-032-015-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-032-016-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-032-017-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-032-018-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-032-019-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-032-020-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-032-021-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-032-022-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-032-023-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-032-030-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-032-031-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-032-032-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-035-001-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-035-002-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-035-004-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-035-005-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-035-006-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-035-007-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-035-008-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-035-009-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-035-010-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-035-011-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-036-001-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-060-014-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-071-003-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-071-004-000$ | Single Family Dwelling |  |

[^3]
## LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 FISCAL YEAR 2018/19 TAX ROLL

| APN | Tax Class | Levy |
| :---: | :--- | :---: |
| $430-071-007-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-071-009-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-071-011-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-071-012-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-071-014-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-071-015-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-071-016-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-071-017-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-071-019-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-071-020-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-071-021-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-071-022-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-071-023-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-072-001-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-072-002-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-072-003-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-072-005-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-081-001-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-081-002-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-081-003-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-081-004-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-081-005-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-081-006-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-081-007-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-081-008-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-081-009-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-081-011-000$ | Single Family Dwelling | $\$ 537.78$ |
| $430-081-012-000$ | Single Family Dwelling | $\$ 537.78$ |
| $430-081-013-000$ | Single Family Dwelling | $\$ 537.78$ |
| $430-081-014-000$ | Single Family Dwelling | $\$ 537.78$ |

LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 FISCAL YEAR 2018/19 TAX ROLL

| APN | Tax Class | Levy |
| :---: | :--- | :---: |
| $430-081-015-000$ | Single Family Dwelling | $\$ 537.78$ |
| $430-081-016-000$ | Single Family Dwelling | $\$ 537.78$ |
| $430-081-017-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-081-018-000$ | Single Family Dwelling | $\$ 537.78$ |
| $430-081-019-000$ | Single Family Dwelling | $\$ 537.78$ |
| $430-081-020-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-081-021-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-081-022-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-081-023-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-081-024-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-081-025-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-081-026-000$ | Single Family Dwelling | $\$ 475.64$ |
| $430-081-027-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-081-028-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-081-029-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-081-030-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-081-031-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-081-032-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-081-033-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-082-001-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-082-002-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-082-003-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-082-004-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-082-005-000$ | Single Family Dwelling | $\$ 475.26$ |
| $430-082-006-000$ | Single Family Dwelling | $\$ 475.26$ |
| $430-082-007-000$ | Single Family Dwelling | $\$ 475.26$ |
| $430-082-008-000$ | Single Family Dwelling | $\$ 475.26$ |
| $430-082-009-000$ | Single Family Dwelling | $\$ 475.26$ |
| $430-082-010-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-083-001-000$ | Single Family Dwelling | $\$ 541.94$ |

## LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 FISCAL YEAR 2018/19 TAX ROLL

| APN | Tax Class | Levy |
| :---: | :---: | :---: |
| 430-083-002-000 | Single Family Dwelling | \$ 541.94 |
| 430-083-003-000 | Single Family Dwelling | \$ 541.94 |
| 430-083-004-000 | Single Family Dwelling | \$ 541.94 |
| 430-083-005-000 | Single Family Dwelling | \$ 541.94 |
| 430-083-006-000 | Single Family Dwelling | \$554.80 |
| 430-085-001-000 | Single Family Dwelling | \$554.80 |
| 430-085-002-000 | Single Family Dwelling | \$554.80 |
| 430-085-003-000 | Single Family Dwelling | \$554.80 |
| 430-085-004-000 | Single Family Dwelling | \$554.80 |
| 430-085-005-000 | Single Family Dwelling | \$554.80 |
| 430-085-006-000 | Single Family Dwelling | \$554.80 |
| 430-091-001-000 | Single Family Dwelling | \$ 554.80 |
| 430-091-002-000 | Single Family Dwelling | \$ 554.80 |
| 430-091-003-000 | Single Family Dwelling | \$ 554.80 |
| 430-091-004-000 | Single Family Dwelling | \$ 554.80 |
| 430-091-005-000 | Single Family Dwelling | \$ 554.80 |
| 430-091-006-000 | Single Family Dwelling | \$ 554.80 |
| 430-091-007-000 | Single Family Dwelling | \$ 554.80 |
| 430-091-008-000 | Single Family Dwelling | \$ 554.80 |
| 430-091-009-000 | Single Family Dwelling | \$ 554.80 |
| 430-091-010-000 | Single Family Dwelling | \$ 554.80 |
| 430-101-001-000 | Single Family Dwelling | \$ 541.94 |
| 430-101-002-000 | Single Family Dwelling | \$ 541.94 |
| 430-101-003-000 | Single Family Dwelling | \$ 541.94 |
| 430-101-005-000 | Single Family Dwelling | \$ 554.80 |
| 430-101-006-000 | Single Family Dwelling | \$ 554.80 |
| 430-101-007-000 | Single Family Dwelling | \$ 554.80 |
| 430-101-008-000 | Single Family Dwelling | \$ 554.80 |
| 430-101-009-000 | Single Family Dwelling | \$ 554.80 |
| 430-101-010-000 | Single Family Dwelling | \$ 554.80 |

## LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 FISCAL YEAR 2018/19 TAX ROLL

| APN | Tax Class | Levy |
| :---: | :--- | :---: |
| $430-101-011-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-101-012-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-101-013-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-101-014-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-101-015-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-101-016-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-101-017-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-101-018-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-101-019-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-101-020-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-101-021-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-101-022-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-101-023-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-001-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-102-002-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-102-003-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-102-004-000$ | Single Family Dwelling | $\$ 541.94$ |
| $430-102-005-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-006-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-007-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-008-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-009-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-010-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-102-011-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-102-012-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-013-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-014-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-015-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-016-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-017-000$ | Single Family Dwelling |  |

## LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 FISCAL YEAR 2018/19 TAX ROLL

| APN | Tax Class | Levy |
| :---: | :--- | :---: |
| $430-102-018-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-019-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-020-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-021-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-102-022-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-110-085-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-110-086-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-110-087-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-110-088-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-110-089-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-110-090-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-110-091-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-110-092-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-001-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-002-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-003-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-004-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-005-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-006-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-007-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-008-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-009-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-010-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-120-037-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-038-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-039-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-040-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-041-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-042-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-055-000$ | Single Family Dwelling |  |

## LOS BANOS UNIFIED SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2 <br> FISCAL YEAR 2018/19 TAX ROLL

| APN | Tax Class | Levy |
| :---: | :---: | :---: |
| $430-120-056-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-057-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-058-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-059-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-060-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-061-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-063-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-120-066-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-067-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-068-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-069-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-070-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-071-000$ | Single Family Dwelling | $\$ 554.80$ |
| $430-120-072-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-120-075-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-120-077-000$ | Single Family Dwelling | $\$ 566.60$ |
| $430-120-078-000$ | Single Family Dwelling | $\$ 566.60$ |
|  | Total Levy | Total Parcel Count |

# Board Reference Material 

## SUBJECT TITLE:

## Annual Report - Developer Fee Collection

REQUESTED ACTION: Receive Annual Report
Action $\qquad$ Discussion/Information $\qquad$ X

## RECOMMENDATION:

In accordance with Government Code § 66006, an annual report of developer fees collected, interest earned, and expenditures for the fiscal year must be made available to the public within 180 days of the close of the fiscal year. The Board will receive this information at the October 11, 2018 Board meeting. At the first regularly-scheduled meeting occurring 15 days after this information is made available to the public, the Board must review this information. This will be at the November 9,2018 meeting.

## BACKGROUND INFORMATION:

The District began collecting Developer Fees in February 1987. Prior to that time school construction for new student growth projects was primarily funded by State and Local General Obligation Bonds. Since then, new development could be assessed a fee to help offset the additional costs incurred by a school district due to the impact of development projects. Currently, the statutory fee is $\$ 3.79$ for residential construction and $\$ 0.61$ for commercial/industrial construction.

On July 14, 2000, the District approved a "Level II" fee provided for by SB50. That fee was set at $\$ 3.08$. The Level II fee has been updated each year since, and the current rate is $\$ 5.98$ per square foot for residential development. Attached is a statement of revenue and expenditures of the Capital Facility Fund since its inception in 1987.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This report is informational in nature and does not support a specific Board goal.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

## SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

Information item only.

# LOS BANOS UNIFIED SCHOOL DISTRICT <br> 1717 South Eleventh Street Los Banos, California 93635 

## ANNUAL REPORT <br> LOS BANOS CAPITAL FACILITIES FUND (DEVELOPER FEES)

For the Fiscal year July 1, 2017 Through June 30, 2018
Summary of the Unaudited Data

July 1, 2017

| Beginning Balance | \$ | 3,736,699 |
| :---: | :---: | :---: |
| Residential Fees Collected | \$ | 3,699,176 |
| Commerical Fees Collected | \$ | 11,735 |
| Interest Earnings | \$ | 58,384 |
| Local Revenue | \$ | 225 |
| Transfers In | \$ | - |
| Total Revenue | \$ | 3,769,519 |
| Contracted Services | \$ | 231,860 |
| Fee Collection Expense | \$ | - |
| Rentals | \$ | - |
| Legal Fees | \$ | 9,767 |
| Site Improvements | \$ | 46,075 |
| Building Improvements | \$ | 1,913,144 |
| Equipment | \$ | 312,355 |
| Building Lease/Purchase | \$ | 941,330 |
| Transfers Out | \$ | - |
| Total Expenditure | \$ | 3,454,531 |
| Ending Balance | \$ | 4,051,687 |

Note: No unexpended or uncommitted fees remain in the account which were deposited five or more years prior to June 30, 2018.
Developer Fee Financial History

|  | 86-87 | 87-88 | 88-89 | 89-90 | 90-91 | 91-92 | 92-93 | 93-94 | 94-95 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BEGINNING BALANCE | \$0.00 | \$9,580.07 | \$114,676.07 | \$816,043.07 | \$1,886,722.65 | \$606,638.75 | \$1,009,209.55 | \$1,743,844.35 | \$1,349,492.56 |
| RESIDENTIAL FEES | \$9,503.00 | \$166,970.00 | \$963,435.00 | \$1,776,251.96 | \$355,303.09 | \$774,020.81 | \$1,257,101.93 | \$786,206.06 | \$640,587.37 |
| COMMERCIAL FEES |  |  |  | \$21,559.20 | \$8,487.96 | \$1,756.04 | \$15,569.17 | \$32,387.58 | \$14,212.24 |
| INTEREST | \$77.07 | \$2,364.00 | \$22,360.00 | \$116,369.74 | \$69,905.40 | \$31,658.59 | \$44,340.01 | \$44,881.18 | \$34,708.76 |
| PROCEEDS FROM COPS |  |  |  |  |  |  |  |  | \$431,921.93 |
| PROCEEDS FROM LEASES |  |  |  |  |  |  |  |  |  |
| OTHER LOCAL REVENUE |  |  |  |  |  |  |  |  |  |
| TRANSFERS IN |  |  |  |  |  |  |  |  |  |
| TOTAL REVENUE | \$9,580.07 | \$169,334.00 | \$985,795.00 | \$1,914,180.90 | \$433,696.45 | \$807,435.44 | \$1,317,011.11 | \$863,474.82 | \$1,121,430.30 |
| CONTRACT SERVICES FEE COLLECTION EXPENSE |  |  | \$189.00 | \$4,187.52 | \$26,604.78 | \$37,037.58 | \$27,354.40 | \$141,195.72 | \$599,848.34 |
| RENTALS |  |  |  | \$5,132.08 | \$34,710.65 | \$4,092.14 | \$341,949.55 | \$371,434.73 | \$118,249.65 |
| LEGAL |  |  |  | \$3,094.81 | \$2,063.20 |  | \$5,865.68 | \$8,440.51 | \$13,499.52 |
| SITE IMPROVEMENTS |  |  |  | \$164,269.08 | \$219,287.97 | \$29,643.97 |  | \$434,948.59 | \$264,381.18 |
| BUILDING IMPROVEMENTS |  | \$64,238.00 | \$284,239.00 | \$564,846.98 | \$1,370,511.46 | \$302,122.55 | \$123,157.57 | \$106,260.56 | \$403,364.31 |
| EQUIPMENT |  |  |  | \$101,970.85 | \$60,602.29 | \$31,968.40 | \$84,049.11 | \$149,383.29 | \$75,935.52 |
| BUILDING LEASE/PURCHASE |  |  |  |  |  |  |  | \$46,163.21 | \$179,789.09 |
| TRANSFERS OUT |  |  |  |  |  |  |  |  |  |
| TOTAL EXPENDITURES | \$0.00 | \$64,238.00 | \$284,428.00 | \$843,501.32 | \$1,713,780.35 | \$404,864.64 | \$582,376.31 | \$1,257,826.61 | \$1,655,067.61 |
| ENDING BALANCE | \$9,580.07 | \$114,676.07 | \$816,043.07 | \$1,886,722.65 | \$606,638.75 | \$1,009,209.55 | \$1,743,844.35 | \$1,349,492.56 | \$815,855.25 |

Developer Fee Financial History

|  | 95-96 | 96-97 | 97-98* | 98-99 | 99-00 | 00-01 | 01-02 | 02-03 | 03-04 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BEGINNING BALANCE | \$815,855.25 | \$974,856.63 | \$75,618.01 | \$77,572.19 | \$61,019,30 | \$246,480.79 | \$1,830,188.23 | \$1,739,063.81 | \$3,702,899.65 |
| RESIDENTIAL FEES | \$618,541.13 | \$651,117.62 | \$1,042,890,28 | \$1,247,516.64 | \$1,726,785.84 | \$3,295,756.24 | \$1,999,582.17 | \$3,686,719.52 | \$4,648,007.65 |
| COMMERCIAL FEES | \$2,739.24 | \$4,941.60 | \$6,822.90 | \$1,174.42 | \$4,411.17 | \$42,435.98 | \$ 39,256.81 | \$ 76,823.34 | \$ 18,953.98 |
| INTEREST | \$17,140.71 | \$15,106.76 | \$8,598.00 | \$9,788.58 | \$9,903.93 | \$88,552.23 | \$47,240.36 | \$61,671.21 | \$118,082.11 |
| PROCEEDS FROM COPS |  |  |  |  |  |  |  |  |  |
| PROCEEDS FROM LEASES | \$198,804.65 |  |  |  |  |  |  |  |  |
| OTHER LOCAL REVENUE |  |  |  |  |  |  |  |  |  |
| TRANSFERS IN | \$932,074.85 | \$400,000.00 | \$12,692.00 | \$99,000.00 |  |  |  | \$140,000.00 | \$25,645.46 |
| TOTAL REVENUE | \$1,769,300.58 | \$1,071,165.98 | \$1,071,003.18 | \$1,357,479.64 | \$1,741,100.94 | \$3,426,744.45 | \$2,086,079.34 | \$3,965,214.07 | \$4,810,689.20 |
| CONTRACT SERVICES FEE COLLECTION EXPENSE | \$422,794.68 | \$46,058.39 | \$38,808.95 | \$25,645.00 | \$74,711.03 | \$197,751.40 $\$ 22,966.40$ | $\$ 203,655.64$ $\$ 24,742.00$ | $\$ 180,628.02$ $\$ 22,742.72$ | $\$ 98,531.37$ $\$ 25,094.82$ |
| RENTALS | \$87,885.21 | \$20,683.99 | \$27,724.70 | \$25,434.82 | \$24,750.54 |  |  |  |  |
| LEGAL |  | \$2,349.15 | \$5,532.95 |  | \$576.76 | \$19,928.93 | \$1,804.86 | \$32,173.74 | \$80,904.29 |
| SITE IMPROVEMENTS | \$278,006.88 | \$1,470,921.01 | \$520,976.62 | \$195,345.61 | \$18,555.51 | \$466.86 | \$350.00 | \$1,575.00 | \$1,150.00 |
| BUILDING IMPROVEMENTS | \$274,007.63 | \$47,129.01 | \$13,404.97 | \$405,377.86 | \$288,838.14 | \$269,280.20 | (\$158,011.59) | \$593,852.95 | \$155,050.23 |
| EQUIPMENT | \$42,814.16 | \$83,318.86 | \$17,100.81 | \$65,498.89 | \$103,959.42 | \$104,890.15 | \$36,129.81 | \$191,927.29 | \$141,323.83 |
| BUILDING LEASE/PURCHASE | \$249,746.64 | \$299,944.19 | \$445,500.00 | \$656,730.35 | \$656,630.05 | \$613,956.94 | \$616,500.14 | \$729,186.25 | \$327,353.41 |
| TRANSFERS OUT | \$255,044.00 |  |  |  | \$387,618.00 | \$613,796.13 | \$1,452,032.90 | \$249,292.26 | \$195,365.63 |
| TOTAL EXPENDITURES | \$1,610,299.20 | \$1,970,404.60 | \$1,069,049.00 | \$1,374,032.53 | \$1,555,639.45 | \$1,843,037.01 | \$2,177,203.76 | \$2,001,378.23 | \$1,024,773.58 |
| ENDING BALANCE | \$974,856.63 | \$75,618.01 | \$77,572.19 | \$61,019.30 | \$246,480.79 | \$1,830,188.23 | \$1,739,063.81 | \$3,702,899.65 | \$7,488,815.27 |

Developer Fee Financial History

|  | 04-05 |  | 05-06 | 06-07 | 07-08 | 08-09 | 09-10 | 10-11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BEGINNING BALANCE | \$7,488,815.27 |  | \$12,629,665.35 | \$17,425,397.61 | \$18,272,346.23 | \$15,851,379.73 | \$11,098,757.53 | \$10,568,213.64 |
| RESIDENTIAL FEES | \$6,161,243.01 |  | \$5,381,711.59 | \$1,940,494.61 | \$ 998,888.82 | \$41,873.23 | \$292,700.00 | \$120,432.56 |
| COMMERCIAL FEES | \$ 22,046.04 | \$ | 221,039.90 | \$ 13,602.12 | \$ 138,398.64 | \$20,661.67 | \$1,808.09 | \$53,387.77 |
| INTEREST | \$224,302.53 |  | \$519,352.77 | \$802,324.46 | \$395,833.34 | \$254,448.44 | \$144,914.15 | \$95,524.61 |
| PROCEEDS FROM COPS |  |  |  |  |  |  |  |  |
| PROCEEDS FROM LEASES |  |  |  |  | \$510,720.00 |  | \$5,798.30 |  |
| OTHER LOCAL REVENUE |  |  |  |  |  |  |  | \$1,299.06 |
| TRANSFERS IN | \$2,101.87 |  | \$0.00 | \$0.00 | \$0.00 | \$127,678.40 | \$1,874,870.07 |  |
| TOTAL REVENUE | \$6,409,693.45 |  | \$6,122,104.26 | \$2,756,421.19 | \$2,043,840.80 | \$444,661.74 | \$2,320,090.61 | \$270,644.00 |
| CONTRACT SERVICES | \$189,523.23 |  | \$220,323.74 | \$323,457.57 | \$588,827.47 | \$361,280.58 | \$276,495.16 | \$192,137.85 |
| FEE COLLECTION EXPENSE | \$28,570.29 |  | \$0.00 | \$0.00 | \$0.00 | \$3,494.80 | \$457.12 | \$1,496.64 |
| RENTALS |  |  |  |  | \$11,770.66 | \$0.00 | \$0.00 | \$450.00 |
| LEGAL | \$97,159.00 |  | \$68,496.68 | \$55,535.92 | \$1,756.63 | \$11,594.70 | \$52,514.01 | \$58,185.04 |
| SITE IMPROVEMENTS |  |  | \$61,800.00 | \$196,509.55 | \$149,498.90 | \$3,606,719.53 | \$748,785.10 | \$75,155.50 |
| BUILDING IMPROVEMENTS | \$343,879,88 |  | \$516,429.45 | \$645,753.68 | \$3,319,522.26 | (\$134,598.88) | \$341,013.77 | \$1,485,592.69 |
| EQUIPMENT | \$138,341.93 |  | \$110,534.26 | \$111,779.67 | \$88,440.83 | \$848,808.54 | \$900,467.47 | \$315,156.06 |
| BUILDING LEASE/PURCHASE | \$327,353.41 |  | \$303,787.87 | \$344,991.00 | \$304,990.55 | \$499,984.67 | \$498,094.05 | \$876,769.20 |
| TRANSFERS OUT | \$144,015.63 |  | \$45,000.00 | \$231,445.18 | \$0.00 | \$0.00 | \$32,807.82 | \$668,062.80 |
| TOTAL EXPENDITURES | \$1,268,843.37 |  | \$1,326,372.00 | \$1,909,472.57 | \$4,464,807.30 | \$5,197,283.94 | \$2,850,634.50 | \$3,673,005.78 |
| ENDING BALANCE | \$12,629,665.35 |  | \$17,425,397.61 | \$18,272,346.23 | \$15,851,379.73 | \$11,098,757.53 | \$10,568,213.64 | \$7,165,851.86 |


|  | 11-12 | 12-13 | 13-14 | 14-15 | 15-16 | 16-17 | 17-18 | TOTAL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BEGINNING BALANCE | \$7,165,851.86 | \$5,276,344.89 | \$3,184,356.97 | \$1,609,240.08 | \$3,239,936.75 | \$2,966,776.95 | \$3,736,699.08 |  |
| RESIDENTIAL FEES | \$16,957.50 | \$22,789.77 | \$257,056.23 | \$900,365.21 | \$1,428,425.36 | \$2,387,268.36 | \$3,699,175.73 | \$49,295,678.29 |
| COMMERCIAL FEES | \$21,433.87 | \$49,032.93 | \$13,359.96 | \$9,248.58 | \$9,246.96 | \$2,705.92 | \$11,734.80 | \$879,238.88 |
| INTEREST | \$48,928.22 | \$34,636.43 | \$10,752.77 | \$14,424.66 | \$21,572.95 | \$25,363.75 | \$58,383.87 | \$3,393,511.59 |
| PROCEEDS FROM COPS |  |  |  |  |  |  |  | \$431,921.93 |
| PROCEEDS FROM LEASES |  |  |  |  |  |  |  | \$715,322.95 |
| OTHER LOCAL REVENUE | \$15,928.31 | \$0.00 | \$1,890.06 | \$25,076.48 | \$0.00 | \$199,757.16 | \$225.00 | \$244,176.07 |
| TRANSFERS IN |  |  |  | \$2,317,124.00 | \$0.00 |  |  | \$5,931,186.65 |
| TOTAL REVENUE | \$103,247.90 | \$106,459.13 | \$283,059.02 | \$3,266,238.93 | \$1,459,245.27 | \$2,615,095.19 | \$3,769,519.40 | \$60,891,036.36 |
| CONTRACT SERVICES | \$94,688.74 | \$86,988.44 | \$64,041.22 | \$44,029.00 | \$49,645.70 | \$116,085.75 | \$231,860.47 | \$4,964,386.74 |
| FEE COLLECTION EXPENSE | \$173.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | \$129,737.79 |
| RENTALS | \$5,914.44 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |  | \$1,080,183.16 |
| LEGAL | \$336,891.53 | \$0.00 | \$38,614.57 | \$8,316.38 | \$3,980.64 | \$35,940.69 | \$9,767.00 | \$954,987.19 |
| SITE IMPROVEMENTS | \$647,253.94 | \$1,524,470.00 | \$17,731.00 | \$4,000.00 | \$0.00 | \$45,446.80 | \$46,075.00 | \$10,723,323.60 |
| BUILDING IMPROVEMENTS | \$414,908.54 | \$102,606.24 | \$569,258.04 | \$99,422.06 | \$175,444.21 | \$611,000.52 | \$1,913,143.59 | \$15,511,045.88 |
| EQUIPMENT | \$162,158.76 | \$219,741.82 | \$202,155.45 | \$173,886.69 | \$756,799.52 | \$287,864.30 | \$312,355.36 | \$5,919,363.34 |
| BUILDING LEASE/PURCHASE TRANSFERS OUT | \$330,765.92 | \$264,640.55 | \$966,375.63 | \$1,305,888.13 | \$746,535.00 | \$748,835.00 | \$941,330.00 | $\begin{array}{r} \$ 13,281,841.25 \\ \$ 4,274,480.35 \end{array}$ |
| TOTAL EXPENDITURES | \$1,992,754.87 | \$2,198,447.05 | \$1,858,175.91 | \$1,635,542,26 | \$1,732,405.07 | \$1,845,173.06 | \$3,454,531.42 | \$56,839,349.30 |
| ENDING BALANCE | \$5,276,344.89 | \$3,184,356.97 | \$1,609,240.08 | \$3,239,936.75 | \$2,966,776.95 | \$3,736,699.08 | \$4,051,687.06 | \$4,051,687.06 |

## Board Reference Material

SUBJECT TITLE: Merced County School Boards Association Dues
REQUESTED ACTION: Approve
Action X
Discussion/Information $\qquad$

## RECOMMENDATION:

It is recommended the Board approve payment to the Merced County School Boards Associationfor the 2018-19 dues for MCSBA Membership.

## BACKGROUND INFORMATION:

Los Banos Unified School District is a member of the Merced County School Boards Association and is required to pay annual dues.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):
\$350.00 from the General Fund.

ORIGINATOR: Dr. Mark Marshall, Superintendent
Date: Oct. 11, 2018
209.381.6600

632 West 13th St. Merced, CA 95341

## MCSBA Annual Dues

September 26, 2018

TO: District Superintendents
Board Presidents
FROM: MCSBA Executive Board
RE: 2018-2019 Dues Statement
Amount is based on the current P2-Annual ADA figure for your district. Please place this item on the agenda for your next board meeting.

Please return a completed copy of the attached statement with your payment. All payments should be made by October 26, 2018.

Name of School District: LOS BANOS UNIFIED DISTRICT

## School District Enrollment

| $000-1000$ | 100.00 |
| ---: | :--- |
| $1001-2000$ | 125.00 |
| $2001-3000$ | 150.00 |
| $3001-4000$ | 175.00 |
| $4001-5000$ | 200.00 |
| $5001-6000$ | 225.00 |
| $6001-7000$ | 250.00 |
| $7001-8000$ | 275.00 |
| $8001-9000$ | 300.00 |
| $9001-10000$ | 325.00 |
| $10001-11000$ | 350.00 |
| $11001-12000$ | 375.00 |
| $12001-13000$ | 400.00 |
| $13001-14000$ | 425.00 |
| $14001-15000$ | 450.00 |

1001-2000 125.00
2001-3000
150.00
175.00
200.00
225.00
250.00
275.00
300.00
325.00
350.00
375.00
400.00
425.00
450.00

You may send a check paybable to Merced County School Board Association, MCSBA attention Ceci Perez, 632 W. $13^{\text {th }}$ Street Merced CA, 95341 or send this form with a budget code for a budget transfer to fax number (209) 381-6773 or email to cperez@mcoe.org.

Account \# $\qquad$
$\qquad$

## Board Reference Material

## SUBJECT TITLE: Merced County P-16 Council Dues

REQUESTED ACTION: Approve
$\qquad$
Action X
Discussion/Information $\qquad$

## RECOMMENDATION:

It is recommended the Board approve payment to the Merced County P-16 Education and Community Council dues for 2018-19.

## BACKGROUND INFORMATION:

The dues will fund the following - Literacy: Accelerating Merced; Merced COE Consortia to the Silicon Valley Mathematics Initiative (SVMI); Data Analysis for CAASPP results. This helps P-16 districts to meet the goal of using math data to inform best practices in placement, instructions and support and to increase EAP and college going rates for Merced County students.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal \#1 Promote the educational success of all students by closing the achievement gap between groups of students by using best practices to attain proficiency or better by all students in reading and mathematics.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

## SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

The cost is based on P-2 ADA $10,289 \times . \$ .50=\$ 5144.70$ from the General Fund

ORIGINATOR: Dr. Mark Marshall, Superintendent
Date: Oct. 11, 2018


Merced County P-16 Education and Community Council<br>Schools, Colleges, Universities, Business and Workforce Development Aligned for Student Success

August 27, 2018
TO: District Superintendents
FROM: John Curry, Superintendent Weaver Union School District - Co-Chair Joe Doyland, Educational Employees Federal Credit Union - Co-Chair
John Magneson, Assistant Superintendent, Educational Services - MCOE

## SUBJECT: School District P-16 Membership Contributions for 2018-2019

This is to request your district's commitment to pay P-16 Council dues for the 2018-2019 year. The payment schedule is for $\$ .50$ per 2017-18 P-2 ADA. The dues collected will fund the following:

- Literacy: Accelerating Merced
- Best practices to support summer learning enrichment.
- School readiness support for preschools and families.
- School attendance resources and support to ensure attendance.
- SVMI Membership
- Membership through the Merced COE Consortia to the Silicon Valley Mathematics Initiative (SVMI).
- Access to the all SVMI math resources including the bank of Math Assessment Resource Service (MARS) Tasks that are compatible with any math textbook or program. These tasks can a) inform placement in courses such as Integrated 1; b) be used as diagnostic tests to identify skill gaps; c) be used as appropriate intervention and acceleration curricula to support students and course pathway development.
- Training to participate in and score the Math Assessment Collaborative (MAC) exam in the spring, and receive a data report that informs instruction and course placement within the district and compares district students to other students' performance across the state.
- A site or district meeting facilitated by MCOE staff member to review SVMI resources and uses.
- Data Analysis
- Collection of 2015-2020 CAASPP results for $6^{\text {th }}, 7^{\text {th }}, 8^{\text {th }}$ and $11^{\text {th }}$ grade students through UC Merced CEP.
- P-16 districts to meet the goal of using math data to inform best practices in placement, instruction and support, and to increase EAP and college going rates for Merced County students.

Please fax to Ceci Perez at (209) 381-6773 or email to cperez@mcoe.org.
District: LOS BANOS
P-2 ADA $10,289.39 \times \$ .50=\$ 5,144.70$
Account \# $\qquad$

Superintendent Signature
Date

## Board Reference Material

## SUBJECT TITLE: Williams Quarterly Complaint Report Summary

REQUESTED ACTION: Approve
Action X Discussion/Information $\qquad$

## RECOMMENDATION:

It is recommended that the Board approve the July - September 2018complaint summary as submitted.

## BACKGROUND INFORMATION:

Education Code 35186 requires a school district to report summarized data on the nature and resolution of all Williams Complaints on a quarterly basis to the County Superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records.

The general complaint summary areas include Textbooks \& Instructional Materials, Facilities, and Teacher Vacancy \& Misassignments. At this time, there are no pending complaints with the district.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Compliance in Nature

## ALTERNATIVES/IDENTIFIED OPPOSITION:

None

## SPECIFIC FINANCIAL IMPACT:

None

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent Elementary Education DATE: October 11, 2018


## Board Reference Material

## SUBJECT TITLE: Annual Student Organization Review and Approval

REQUESTED ACTION: Approve
$\qquad$ Discussion/Information

## RECOMMENDATION:

It is recommended the Board approve the updated list of identified student organizations/clubs for the 2018-19 school year.

## BACKGROUND INFORMATION:

This is the annual update and approval of both active and inactive clubs established at Los Banos High School, Pacheco High School, Los Banos Jr. High School and Creekside Junior High School. In order for a club to be recognized at the school site it is required to have an approved constitution and advisor. The club must then receive a positive affirmation from both the ASB Advisor and site principal. The club will then be voted upon and approved by the Associated Student Body (ASB). After the ASB takes action, the club must then be forwarded to the district for approval and then to the Board. The following list of clubs has met the established criteria and is recommended for approval. It is also understood that an inactive club may be re-activated if it has an approved advisor, updates its constitution and receives approval by the site principal and ASB.

A number of legal actions have taken place which further defines key concepts as they relate to clubs and organizations. The Federal Equal Access Act (20 USC 4071-4074) applies specifically to secondary schools. Pursuant to this Act, a district with a limited open forum must allow equal access to any student-initiated group in a secondary school wishing to conduct a meeting, without regard to the religious, political, philosophical, or other content of the speech at such meetings. Basically, if a district permits any non-curriculum-related student groups to meet on a school premises during non-instructional time, then, regardless of any policy to the contrary, it has created a "limited open forum."

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Indirectly supports Board goals-student organizations reinforce the instructional program giving students practice in democratic self-government.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

Some community members may not like the formation of certain clubs because they do not align with their religious, political, or philosophical beliefs. However, in a limited open forum, if the club follows the established rules and regulations they must be allowed to form.

## SPECIFIC FINANCIAL IMPACT:

None
ORIGINATOR: Veli Gurgen, Principal, LBHS/Dan Sutton, Principal, PHS/
Deo Brasil, Principal, LBJH/Carolina Moreno, Principal, CJHS
LOS BANOS UNIFIED SCHOOL DISTRICT Campus Organization / Club List
X Academic Decathlon

| Barry Reardon |
| :--- |
| Stephanie Thacker |
| Trinidad Gallegos/Josh Danner |
| TBD |
| Hansa Bhaskar |
| Veronica Seaborn |
| TBD |
| Erin DeGough |
| Stephanie Austin |
| Shelly Weathers |
| Stephanie Thacker |
| Elise Nicoletti |
| John Noia |
| TBD |
| Sonia Falaschi Start |

Sonia Falaschi, Stuart McCullough, Larry Borelli, Jason Bretz Charles Garber
Jaime Flores
Kevin Coleman
Kim McCullough
Ulises Gonzalez
Kimberly McCullough Kim McCullough

## 18uibuo <br> Review/ Approval

LOS BANOS HICH SCH

## ear

| Const. on File | B Approved Clubs (Active) <br> Original <br> Approval <br> Advisor |  |  |
| :---: | :---: | :---: | :---: |
| LOS BANOS HCH SCHOOL |  |  |  |
| X | Academic Decathlon |  | Barry Reardon |
| X | Anime Club | 9/14/2006 | Stephanie Thacker |
| X | Art Club | 11/18/2004 | Trinidad Gallegos/Josh Danner |
| TBD | Biology Club | 11/16/2017 | TBD |
| X | Calculus Club (Mu Alpha Theta) | 9/17/2003 | Hansa Bhaskar |
| X | California Scholarship Federation (CSF) | 11/18/2004 | Veronica Seaborn |
| TBD | Community Improvement Association | 11/16/2017 | TBD |
| X | Creative Writing Club | 10/8/2015 | Erin DeGough |
| X | DECA | 11/18/2004 | Stephanie Austin |
| X | Drama Club | 11/18/2004 | Shelly Weathers |
| X | Environmental Club | 8/13/2009 | Stephanie Thacker |
| X | First Priority | 11/18/2004 | Elise Nicoletti |
| X | French Honor Society | 11/18/2004 | John Noia |
| X | Future Business Leaders of America | 11/18/2004 | TBD |
| X | Future Farmers of America (FFA) | 11/18/2004 | Sonia Falaschi, Stuart McCullough, Larry Borelli, Jason Bretz |
| X | Gaming Club | 9/13/2007 | Charles Garber |
| X | GSA | 11/18/2004 | Jaime Flores |
| X | History Society | 4/28/2004 | Kevin Coleman |
| X | Interact | 11/18/2004 | Kim McCullough |
|  | LULAC (League of United Latin American Citizens) | 11/12/2003 | Ulises Gonzalez |
| X | MESA Club | 9/11/2008 | TBA |
|  | National Honor Society | 11/18/2004 | Kimberly McCullough |
|  | Paw Print Newspaper |  | Kim McCullough |


| $\mathbf{X}$ | Photography Club | $9 / 13 / 2007$ | Trinidad Gallegos/Josh Danner |
| :---: | :--- | :---: | :--- |
| $\mathbf{X}$ | Portuguese Honor Society | $11 / 18 / 2004$ | John Noia |
| TBD | Public Speaking and Communications Club | $11 / 16 / 2017$ | Janne Carruth |
|  | Red Cross | $4 / 20 / 2018$ | Jaime Flores |
|  | Rodeo Club | $6 / 1 / 2018$ | Megan Cardoza |
| $\mathbf{X}$ | ROP Medical Occupations Club | $9 / 14 / 2006$ |  |
| $\mathbf{X}$ | S Club | $11 / 18 / 2004$ | Linda Head |
| $\mathbf{X}$ | Spanish Honor Society (Sociedad Honoraria Hispanica) | $11 / 18 / 2004$ | Jeannette Aguilar, Claudia Curutchague |
| $\mathbf{X}$ | Tagalog Club | $4 / 11 / 2013$ | John Noia |
| $\mathbf{X}$ | Tiger Cubs Club | $9 / 11 / 2014$ | Shelly Weathers |
| $\mathbf{X}$ | TAP | $9 / 12 / 2013$ | Patty Lewis |
| $\mathbf{X}$ | Tiger Pride Club | $9 / 13 / 2007$ | Joseph Barcellos |
| $\mathbf{L} \mathbf{O S}$ Banos High School-Approved Clubs | $(1 / n a c t i v e)$ |  |  |
| $\mathbf{X}$ | AFS Junior American Field Service | $11 / 18 / 2004$ |  |
| $\mathbf{X}$ | Airbrush Club | $9 / 11 / 2008$ |  |
|  | Battle of the Books |  |  |
| Not Required | Black Student Union | $11 / 18 / 2004$ |  |
| $\mathbf{X}$ | Chess Club (Team) | $11 / 18 / 2004$ |  |
| $\mathbf{X}$ | Cinema Club (Film Appreciation) |  |  |
| $\mathbf{X}$ | Club Ed |  |  |
| $\mathbf{X}$ | Dance Team | $8 / 13 / 2009$ |  |
| $\mathbf{X}$ | Debate Team | $9 / 13 / 2007$ |  |
| $\mathbf{X}$ | El Noticiero | $11 / 18 / 2004$ |  |
| $\mathbf{X}$ | FAME | $9 / 12 / 2013$ |  |
| $\mathbf{X}$ | Fashion Club | $4 / 11 / 2013$ |  |
| $\mathbf{X}$ | Film Appreciation | $10 / 14 / 2004$ |  |
| $\mathbf{X}$ | Fishing Club | $9 / 12 / 2013$ |  |
| $\mathbf{X}$ | French Club | $11 / 18 / 2004$ |  |
| $\mathbf{X}$ | International Community Club | $12 / 12 / 2013$ |  |
| $\mathbf{X}$ | Magic Club | $11 / 18 / 2004$ |  |
| $\mathbf{X}$ | Pator Sports Club | $4 / 8 / 2004$ |  |
| $\mathbf{X}$ | $11 / 18 / 2004$ |  |  |


| X | Portuguese Club | 11/18/2004 |  |
| :---: | :---: | :---: | :---: |
| X | Ritmo Latino Club | 9/13/2007 |  |
| X | ROPIDECA | 11/18/2004 |  |
| X | SADD (Students Against Destructive Decisions) | 11/18/2004 |  |
|  | Science Demo Team |  |  |
| X | Spanish Club | 9/11/2008 |  |
| X | SUCCESS | 11/1/2008 |  |
| X | TMZ | 12/11/2014 |  |
| X | United Nations | 12/11/2014 |  |
| Not Required | VICA (Vocational Industrial Club of America) | 11/18/2004 |  |
| X | Writers' Guild | 8/13/2009 |  |
| PACHECO HIGH SCHOOL |  |  |  |
|  | Alternative Music Club |  | Marilyn Smith |
| X | Anime Club | 9/8/2011 | Melissa Mathis |
| X | Art/Photography Club | 9/9/2010 | Sharon Caredio |
| X | ASL Club (American Sign Language) | 10/9/2014 | Cruz Berumen-Flores |
| X | Black Student Union |  | Ila Nelson |
| X | California Scholarship Federation (CSF) |  | lla Nelson |
| X | Computer Science Club |  | Justin Broussard |
| X | Cross Fit Club | 11/8/2012 | Carlos Campos |
| X | E3L, Student Voice | 9/8/2011 | Rodrigo Calderon-Aragon/Cruz Berumen-Flores |
| X | Fashion Club | 9/12/2013 | Brenda Clark |
| X | First Priority | 9/8/2011 | Margaret Spann |
| X | French Club | 9/8/2011 | Brenda Clark |
| X | French Honor Society | 10/3/2012 | Brenda Clark |
| X | Future Bestsellers Club(Book Club) | 9/11/2014 | Sue Shryock |
| X | Future Farmers of America | 9/9/2010 | Aimee Cozens-Stromenger \& Caitlin Freeman |
| X | Gaming Club | 9/8/2011 | Daniel Parkes |
| X | GSA/Gay Straight Alliance | 2/9/2012 | lla Nelson |
| X | Guidance Club |  | Sandra Cisneros |
| X | Interact Club | 9/9/2010 | Jennifer Chapman |




## Board Reference Material

## SUBJECT TITLE: Agreement e.LocalLink

REQUESTED ACTION:
$\qquad$ Discussion/Information $\qquad$

## RECOMMENDATION:

It is recommended the Board approve the 2018-19 agreement with e.LocalLink.

## BACKGROUND INFORMATION:

Los Banos Unified School District is in the midst of a positive change as most recently illustrated by the strong passage of Measure X . We have an opportunity improve our brand in the community and enhance our outreach to the larger Los Banos community. e.LocalLink will include the school district in a video presentation that they are creating for the City of Los Banos. When citizens move into an area one of the first items that they inquire about is the quality of the local schools. Additionally, this measure can improve attendance at the school level in addition to enhancing our stakeholder satisfaction.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal \# 10 and 11-This agreement fulfills the Board's goal to develop a messaging plan for the community inclusive of providing clear and understandable information to all parties.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

## SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

The District will pay a one time flat fee of 3500.00 for services


130 East Main
First Floor, Granite Building Rochester, NY 14604
tel: 800-398-3029
fax: 585-427-0075 www.elocallink.com
Project: Los Banos, CA
e-Contract ID: 300811 Status: Being reviewed.

| \% | e•LocalLink Agrees: <br> 1. To create video content or photo montage into video content ('CONTENT') for use on/with the client's website based on the package options. <br> 2. The content will be created during the next 90 days with cooperative participation and mutual collaboration of resources provided by the client and e-LocalLink. A script will be created based on 75 words per 30 seconds. <br> 3. The logo will be created from artwork and/or concepts provided by the client. When artwork is compressed to a smaller format, some loss of image quality may be unavoidable and may require modifications for this project. <br> 4. e-LocalLink may create a website for the client from a selection of templates created by e-LocalLink, for a separate fee. e-LocalLink will retain all rights to the website and provide it for client to use solely during the period of this agreement and any renewal period. <br> 5. e-LocalLink will provide the client License to use a 'Line of Code', which represents the content. This 'Line of Code" may be embedded into a website to create video streaming which will be hosted by e-LocalLink. This 'Line of Code' has an expiration date 15 months from the date of the contract. <br> 6. The client expressly states he/shefit has ownership or rights to use any content provided to e-LocalLink for inclusion in the final content. e-Locallink expressly reserves all rights in and to any video content it creates. The client will not reproduce or redistribute any portion of the content without express written consent from e-LocalLink <br> 7. e-LocalLink has partnered with the 'Project' stated above to create video content for use on/with the 'Official' Project's website and/or Community Video Network, an affiliated video display network ('COMMUNITY MOVIE PROGRAM'). <br> 8. The client's content will be displayed and linked with the community movie program for a period of 12 months ("EXPIRATION DATE'). The effective date for this contract is on day 91 or the date the client's content is displayed on/with the Community Movie Program's website, whichever is later. |
| :---: | :---: |
|  |  |
|  | Email artwork, voice over scripts, photos, etc. to sub@elocallink.com <br> *Client will receive the DVD Copy / Shared rights to video <br> *TV Ready / Live Video <br> *Client will also be highlighted on Merced county program |
| \% | Website Address: http:// www.losbanosusd.k12.ca.us/ |


|  | Company: Los Banos Unified School |
| :--- | :---: | :---: | :---: |
| Address: 1717 S. 11th St |  |



## Chapter Sponsorship:

1. Welcome \#1
2. Education \#1

Add-ons:
$\square$ Greeter 365 Avatar
Note:
0 New Move-in List
Note:

[^4]
# e•LocalLink 

Serving Conmunifies Vafionwide Since 1988
e-Contract ID: 300811 Status: unreviewed
tel: 800-398-3029
fax: 585-427-0075
www.elocallink.com
Project: Los Banos, CA

|  | ee LocalLink Agrees: <br> 1. To create video content or photo montage into video content ('CONTENT') for use on/with the client's website based on the package options. <br> 2. The content will be created during the next 90 days with cooperative participation and mutual collaboration of resources provided by the client and e-LocalLink. A script will be created based on 75 words per 30 seconds. <br> 3. The logo will be created from artwork and/or concepts provided by the client. When artwork is compressed to a smaller format, some loss of image quality may be unavoidable and may require modifications for this project. <br> 4. e-Locallink may create a website for the client from a selection of templates created by e-LocalLink, for a separate fee. e-LocalLink will retain all rights to the website and provide it for client to use solely during the period of this agreement and any renewal period. <br> 5. e-LocalLink will provide the client License to use a 'Line of Code', which represents the content. This 'Line of Code' may be embedded into a website to create video streaming which will be hosted by e-LocalLink. This 'Line of Code' has an expiration date 15 months from the date of the contract. <br> 6. The client expressly states he/shelit has ownership or rights to use any content provided to e-LocalLink for inclusion in the final content. e-LocalLink expressly reserves all rights in and to any video content it creates. The client will not reproduce or redistribute any portion of the content without express written consent from e-LocalLink <br> 7. e-LocalLink has partnered with the 'Project' stated above to creale video content for use on/with the 'Officia' Project's website and/or Community Video Network, an aftriated video display network ('COMMUNITY MOVIE PROGRAM'). <br> 8. The client's content will be displayed and linked with the community movie program for a period of 12 months ('EXPIRATION DATE'). The effective date for this contract is on day 91 or the date the client's content is displayed on/with the Community Movie Program's website, whichever is later. |
| :---: | :---: |


| ㄴ | Email artwork, voice over scripts, photos, etc. to sub@elocallink.com <br> *Client will receive the DVD Copy / Shared rights to video *TV Ready / Live Video *Client will also be highlighted on Merced county program *Welcome call - NEED TO SET UP |
| :---: | :---: |
| 4 | Website Address: http:// www.losbanosusd.k12.ca.us/ |


|  |  |  |  |
| :---: | :---: | :---: | :---: |
|  | Authorized Signature: |  |  |

Date: Sep 13, 2018
Rep: Logan Osborne

| Package Options: |  |
| :---: | :---: | :---: |
| Bronze |  |
| Silver: 30 | sec. PhotoVideo <br> produced by <br> e•LocalLink |
| Gold: |  |
| sec, video(s) |  |
| produced by |  |
| evLocalLink |  |

## Chapter Sponsorship:

2. Education \#1

Add-ons:
Note:
Note:

[^5]
## Board Reference Material

## SUBJECT TITLE: Contract with Stanislaus Academy

REQUESTED ACTION: Approve Contract
Action X Discussion/Information___

## RECOMMENDATION:

It is recommended that the Board approve a contract with Stanislaus Academy

## BACKGROUND INFORMATION:

Grace Bishop/Creative Alternatives provides services for students who require a non-public school setting. Non public school settings provide students individualized attention necessary to address both emotional disturbances and learning handicaps. The curriculum parallels public schools to better prepare students for their return to a mainstream school setting.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This supports the District's goal to support student learning and take in account their unique learning styles.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

## SPECIFIC FINANCIAL IMPACT:(Include Impact on School District Facilities):

The cost is divided with MCOE covering $80 \%$ and Los Banos Unified School District covering $20 \%$. The exact amounts differ on each individual student.

# STANISLAUS COUNTY SELPA 

Nonpublic, Nonsectarian School/Agency Services

MASTER CONTRACT LOS BANOS UNIFIED SCHOOL DISTRICT B STANISLAUS ACADEMY

2018-2019

## MASTER CONTRACT <br> GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA LOS BANOS UNIFIED SCHOOL DISTRICT

Contract Year 2018-2019

| X | Nonpublic School <br> 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.

School Districts within the Stanislaus County SELPA:

Ceres Unified School District
Denair Unified School District
Gratton School District
Hickman Community Charter District
Keyes Union School District
Newman-Crows Landing Unified School District
Paradise School District
Riverbank Unified School District
Salida Union School District
Stanislaus Union School District
Turlock Joint Unified School District
Waterford Unified School District

Chatom Union School District
Empire Union School District
Hart-Ransom Union School District
Hughson Unified School District
Knights Ferry School District
Oakdale Joint Unified School District
Patterson Joint Unified School District
Roberts Ferry Union School District
Shiloh School District
Sylvan Union School District
Valley Home Joint School District

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# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT 

## AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

## 1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2018, between LOS BANOS UNIFIED SCHOOL DISTRICT, hereinafter referred to as the local educational agency ("LEA"), a member of the Stanishlaus County hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

## 2. CERTIFICATION AND LICENSES

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

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

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

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

## 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

## 4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. In the event the contract is not renegotiated by June $30^{\text {th }}$, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

## 6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section $1415(\mathrm{k})(1)(7)$ 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 nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001 (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 (y)).
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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(1).
f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations $300.30(b)(1)$ or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency
under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
g. The term "days" means calendar days unless otherwise specified.
h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## ADMINISTRATION OF CONTRACT

## 8. NOTICES

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

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

## 9. MAINTENANCE OF RECORDS

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

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

## 10. SEVERABILITY CLAUSE

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

## 11. SUCCESSORS IN INTEREST

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

## 12. VENUE AND GOVERNING LAW

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

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

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

## 14. TERMINATION

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

## 15. INSURANCE

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

## PART I

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

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\begin{aligned}
& \$ 2,000,000 \text { per occurrence } \\
& \$ 500,000 \text { fire damage } \\
& \$ 5,000 \text { medical expenses } \\
& \$ 1,000,000 \text { personal \& adv. Injury } \\
& \$ 3,000,000 \text { general aggregate } \\
& \$ 2,000,000 \text { products/completed operations aggregate }
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The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.
B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a $\$ 1$ million combined single limit.

If no owned automobiles, then only hired and non-owned is required.
If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.
C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A - Statutory Limits
Part B - $\$ 1,000,000 / \$ 1,000,000 / \$ 1,000,000$ Employers Liability
D. Errors \& Omissions (E \& O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

$$
\$ 1,000,000 \text { per occurrence }
$$

$$
\$ 2,000,000 \text { general aggregate }
$$

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

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

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:
A. Commercial General Liability coverage of $\$ 3,000,000$ per Occurrence and $\$ 6,000,000$ in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $\$ 100,000$ without the prior written approval of the LEA.
B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $\$ 1,000,000 / \$ 1,000,000 / \$ 1,000,000$.
C. Commercial Auto Liability coverage with limits of $\mathbf{\$ 1 , 0 0 0 , 0 0 0}$ 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, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

## 17. INDEPENDENT CONTRACTOR

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

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

## 18. SUBCONTRACTING

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

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

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

## 19. CONFLICTS OF INTEREST

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

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

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

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

## 20. NON-DISCRIMINATION

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

## | EDUCATIONAL PROGRAM

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

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

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

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

## 22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained 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 nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## 23. INSTRUCTIONAL MINUTES

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

For SELPA students in grades pre-kindergarten through 12, unless otherwise specified in the SELPA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time, shall be at least:

310 instructional minutes for SELPA students in grades pre-kindergarten through 5 inclusive.
314 instructional minutes for SELPA students in grades 6 through 12 inclusive.
The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

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

## 24. CLASS SIZE

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

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one

30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

## 25. CALENDARS

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

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

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

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

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

## 26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development 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.

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

## 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

## 28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("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"), 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, 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 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 Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to
address that behavior, consistent with Section $1414(\mathrm{~d})(3)(B)(i)$ 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 annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a $B \mathbb{P}$, 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 Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section $1414(\mathrm{~d})(3)(\mathrm{B})(\mathrm{i})$ and (d)(4) of Title 20 of the United States Code and associated federal regulations.
(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

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 a District 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.

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

## 32. IEP TEAM MEETINGS

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

If 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 SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

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

## 33. SURROGATE PARENTS AND FOSTER YOUTH

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

## 34. DUE PROCESS PROCEEDINGS

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

## 35. COMPLAINT PROCEDURES

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

## STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).
The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall
provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.
CONTRACTOR shall complete academic or other 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 $\mathbb{E E P}$ 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 Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, 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 nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

## 38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.
If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

## 39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

## 40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.
CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

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

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

## 41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.
It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.
CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (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 nonpublic school as a condition of being placed in its residential facility.
If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (DEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

## 43. STATE MEAL MANDATE

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

## 44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.
If CONTRACTOR is also an LCI and/or NPS/RTC, 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 and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section $56366.1(\mathrm{j})$. This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

## PERSONNEL

## 45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that clearance are ascerting CONTR volunteers shall not come in contact with students until CDOJ and FBI and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contloyees, students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.
The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

## 46. STAFF QUALIFICATIONS

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

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.
In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.
CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR, CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications
or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

## 48. STAFF ABSENCE

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

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.
For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## HEALTH AND SAFETY MANDATES

## 50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.
CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

## 51. FACILITIES AND FACILITIES MODIFICATIONS

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

## 52. ADMINISTRATION OF MEDICATION

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

## 53. INCIDENT/ACCIDENT REPORTING

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

## 54. CHILD ABUSE REPORTING

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

## 55. SEXUAL HARASSMENT

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

## 56. REPORTING OF MISSING CHILDREN

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

## FINANCIAL

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

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.
CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

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

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

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.
Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in

California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December $31^{\text {st }}$ 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 rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## 58. RIGHT TO WITHHOLD PAYMENT

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

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.
If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of

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

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

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

## 59. PAYMENT FROM OUTSIDE AGENCIES

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

## 60. PAYMENT FOR ABSENCES

## NONPUBLIC SCHOOL STAFF ABSENCE

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

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

## NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth $\left(10^{\text {th }}\right)$ cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.
Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections $46010,46010.3$ and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

## NONPUBLIC AGENCY STAFF ABSENCE

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

## NONPUBLIC AGENCY STUDENT ABSENCE

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

## 61. INSPECTION AND AUDIT

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

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

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

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

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

## 62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

## 63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:
(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the $1^{\text {st }}$ day of July, 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

## CONTRACTOR

Stanislaus Academy
Nonpublic School/Agency
By: Date
$\frac{\text { Signature }}{\substack{\text { Christoval Rendon, Principal } \\ \text { Name and Title of Authorized } \\ \text { Representative }}}$

## LEA

Los Banos Unified School District
LEA Name

By:
Signature Date

Yolanda Cork-Anthony, Director Special Education
Name and Title of Authorized
Representative

| Notices to CONTRACTOR shall be addressed to: | Notices to LEA shall be addressed to: |
| :---: | :---: |
| Name and Title Christoval Rendon, Principal | Name and Title <br> Yolanda Cork-Anthony, Director |
| Nonpublic School/Agency/Related Service Provider <br> Stanislaus Academy | LEA <br> Los Banos Unified School District |
| Address <br> 2513 Youngstown Road | Address <br> 1777 S. $11^{\text {th }}$ Street |
| City State Zip <br> Turlock CA 95380 | City State Zip <br> Los Banos CA $\mathbf{9 3 6 3 5}$ |
| Phone Fax <br> 209-667-6415 209-667-0199 | Phone Fax <br> 209-827-0120 209-827-3552 |
| Email crendon@aspiranet.org | Email YCork-Anthony@losbanosusd.k12.ca.us |

## EXHIBIT A: 2018-2019 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Stanislaus Academy
The CONTRACTOR CDS NUMBER: 50-75739-7024490
PER ED CODE 56366 - TEACHER-TO-PUPIL RATIO: $\qquad$
Maximum Contract Amount: $\qquad$
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: $\$ 150.00$
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.) DALLY RATE: $\qquad$

## 3) Related Services

SERVICE
Intensive Individual Services (340)
Language and Speech (415)
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)
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 (710)
Interpreter Services (715)
Audiological Services (720)

| RATE | PERIOD |
| :---: | :---: |
| $\$ 68.04$ | Per Day |

$\qquad$
$\$ 90.00 \quad$ Per Hour
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| 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) | Included |
| Work Experience Education (850) | Included |
| Job Coaching (855) | Included |
| Mentoring (860) |  |
| Travel Training (870) |  |
| Other Transition Services (890) |  |
| Other (900) |  |
| Other (900) |  |

## Board Reference Material

## SUBJECT TITLE: Contract with Grace Bishop/Creative Alternatives

REQUESTED ACTION: Approve Contract
Action $\qquad$ Discussion/Information $\qquad$

## RECOMMENDATION:

It is recommended that the Board approve a contract with Grace Bishop/Creative Alternatives.

## BACKGROUND INFORMATION:

Grace Bishop/Creative Alternatives provides services for students who require a non-public school setting. Non public school settings provide students individualized attention necessary to address both emotional disturbances and learning handicaps. The curriculum parallels public schools to better prepare students for their return to a mainstream school setting.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This supports the District's goal to support student learning and take in account their unique learning styles.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

## SPECIFIC FINANCIAL IMPACT:(Include Impact on School District Facilities):

The cost is divided with MCOE covering $80 \%$ and Los Banos Unified School District covering $20 \%$. The exact amounts differ on each individual student.

# NONPUBLIC, NONSECTARIAN School/Agency Services 

MASTER CONTRACT

LOS BANOS UNIFIED SCHOOL DISTRICT $\mathcal{E}$ CREATIVE ALTERNATIVES GRACE BISHOP $\mathcal{E}$ REYN FRANCA SCHOOLS

2018-2019

## MASTER CONTRACT

general agreement For nonsectarian, NONPUBLIC SCHOOL AND AGENCY SERVICES
LEA LOS BANOS UNIFIED SCHOOL DISTRICT
Contract Year 2018-2019
$\qquad$
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:

[^6]
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## lIICAL EDULATION AEENCY: LISS baNOS UNFFIED SCHOUL DISTRICT <br> NONPUBLLC SCHODL/AEENCY/RELATED SERVIIES PRDVIIDER: CREATVE ALTERNATVES/GRAEE BISHDP/REYN France

## NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES <br> MASTER CONTRACT

## AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

## 1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2018, between Los Banos Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Méced County
SELPA and Creative Alternatives/ Grace Bishop/ Reyn Franca (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 Califomia Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.
Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety ( 90 ) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.
Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

## 2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total
student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.
In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

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

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

## 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

## 4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. In the event the contract is not renegotiated by June $30^{\text {th }}$, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

## OR TERMINATION

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

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

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

## 6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section $1415(\mathrm{k})(1)(7)$ 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 Califormia Department of Education and its officers, agents and employees.
b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(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)).

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

## ADMINISTRATION OF CONTRACT

## 8. NOTICES

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

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

## 9. MAINTENANCE OF RECORDS

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

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access $\log$ for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such $10 g$ shall be maintained as required by California Education

Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

## 10. SEVERABILITY CLAUSE

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

## 11. SUCCESSORS IN INTEREST

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

## 12. VENUE AND GOVERNING LAW

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

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

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

## 14. TERMINATION

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

## 15. INSURANCE

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

CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

## PART I

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:
$\$ 2,000,000$ per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
$\$ 1,000,000$ personal \& adv. Injury
$\$ 3,000,000$ general aggregate
$\$ 2,000,000$ products/completed operations aggregate
The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.
B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a $\$ 1$ million combined single limit.

If no owned automobiles, then only hired and non-owned is required.
If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.
C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

## Part A - Statutory Limits -..

Part B - $\$ 1,000,000 / \$ 1,000,000 / \$ 1,000,000$ Employers Liability
D. Errors \& Omissions ( $\mathrm{E} \& \mathrm{O}$ )/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:
$\$ 1,000,000$ per occurrence
$\$ 2,000,000$ general aggregate
E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
F. Any deductibles or self-insured retentions above $\$ 100,000$ must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:
A. Commercial General Liability coverage of $\$ 3,000,000$ per Occurrence and $\$ 6,000,000$ in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $\$ 100,000$ without the prior written approval of the LEA.
B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $\$ 1,000,000 / \$ 1,000,000 / \$ 1,000,000$.
C. Commercial Auto Liability coverage with limits of $\mathbf{\$ 1 , 0 0 0 , 0 0 0}$ 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, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

## 17. INDEPENDENT CONTRACTOR

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

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

## 18. SUBCONTRACTING

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

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

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

## 19. CONFLICTS OF INTEREST

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

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

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

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

## 20. NON-DISCRIMINATION

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

## EDUCATIONAL PROGRAM

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

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

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

## 22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.
When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8 , inclusive; and provide standards - aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained 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 nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## 23. INSTRUCTIONAL MINUTES

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

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.
The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.
When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

## 24. CLASS SIZE

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

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

## 25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.
Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

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

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

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

## 26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development 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.

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

## 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.
CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

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

## 28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("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"), 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, 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 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 Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to
address that behavior, consistent with Section $1414(\mathrm{~d})(3)(B)(\mathrm{i})$ 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 annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section $1414(\mathrm{~d})(3)(\mathrm{B})(\mathrm{i})$ and (d)(4) of Title 20 of the United States Code and associated federal regulations.
(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

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 a District 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.

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

## 32. IEP TEAM MEETINGS

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

If 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 SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

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

## 33. SURROGATE PARENTS AND FOSTER YOUTH

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

## 34. DUE PROCESS PROCEEDINGS

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

## 35. COMPLAINT PROCEDURES

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

## 36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).
The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall
provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.
CONTRACTOR shall complete academic or other 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 Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, 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 nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

## 38. STUDENT CHANGE OF RESIDENCE

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

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

## 39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

## 40. PARENT ACCESS

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

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

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

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

## 41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.
It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (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 nonpublic school as a condition of being placed in its residential facility.

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

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

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

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

## 43. STATE MEAL MANDATE

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

## 44. MONITORING

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

If CONTRACTOR is also an LCI and/or NPS/RTC, 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 and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section $56366.1(\mathrm{j})$. This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

## 45. EXCHANGE OF PROSPECTIVE STUDENT INFORMATION

The Parties agree that in formulating an individual services agreement ("ISA") for a given prospective student, it may be necessary to exchange student information, including student records, to establish whether CONTRACTOR can provide an appropriate placement and/or services to the student. Pursuant to Education Code section 49076, subdivision (a)(2)(G)(i) and the Family Educational Rights and Privacy Act ("FERPA") (20. U.S.C. § 1232 g , subd.(b)(1)(A); 34 C.F.R. 99.31, subd. (a)(1)(i)(B), LEA shall be authorized to release information to CONTRACTOR regarding such LEA student, including student records, absent written parental consent, where CONTRACTOR has a legitimate educational interest in said student information and records for the above-noted purposes.

## 46. PRIVACY PROTECTIONS

CONTRACTOR will treat information relating to prospective students received from LEA as confidential, as required by applicable law and in accordance with this Master Contract. The Parties agree that the sharing of student information and records under this Master Contract shall comply with the requirements for maintaining the privacy of student records including, but not limited to, Education Code sections 49060 et. seq., the Family Educational Rights and Privacy Act ("FERPA") ( 20 U.S.C. § 1232 g ; 34 CFR Part 99, as amended), and other state and federal laws and regulations regarding educational records. The Parties, their officers, employees and agents shall not distribute student information or records obtained from one another under this Master Contract to any third party without the express written consent of the Parties or as permitted by applicable state and federal law. The Parties shall ensure that approved subcontractors adhere to all of the provisions of this Master Contract.

## PERSONNEL

## 47. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the Califormia 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 be submitted to the LEA.

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

## 48. 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 $56366.1(\mathrm{n})(1)$ and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001 (y), 3064 and 3065 . Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).
When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) through a formal 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.).

## 49. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

## 50. STAFF ABSENCE

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

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

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

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.
For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## HEALTH AND SAFETY MANDATES

## 52. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.
CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

## 53. FACLITIES AND FACILITIES MODIFICATIONS

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

## 54. ADMINISTRATION OF MEDICATION

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

## 55. 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.

## 56. 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.

## 57. 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.

## 58. 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

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

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

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

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June). extend beyond December $31^{\text {st }}$ 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 rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## 60. RIGHT TO WITHHOLD PAYMENT

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

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.
If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

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

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

## 61. 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.

## 62. 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 $\left(10^{\text {th }}\right)$ cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

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

## NONPUBLIC AGENCY STAFF ABSENCE

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

## NONPUBLIC AGENCY STUDENT ABSENCE

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

## 63. 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 nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

## 64. 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.

## 65. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:
(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract
or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

## CONTRACTOR

Creative Alternatives/ Grace Bishop/ Reyn Franca

Nonpublic School/Agency

By:
Signature Date

Megan Collett, Controller
Name and Title of Authorized Representative

## LEA

Los Banos Unified School District

## LEA Name

By:
Signature Date

Yolanda Cork-Anthony, Director Special Ed.
Name and Title of Authorized
Representative

Notices to LEA shall be addressed to:
Yolanda Cork-Anthony, Director Special Ed.
Name and Title
Los Banos Unified School District
LEA
1777 S. $11^{\text {th }}$ Street

| Address |  |  |
| :--- | :---: | :---: |
| Los Banos | CA | 93635 |
| City- | State | Zip |
| 209-/27-0120 | 209-827-3552 |  |
|  | Phone | Fax |
| YCork-Anthony |  |  |
| Email |  |  |

Additional LEA Notification (Required if completed)

Yolanda Cork-Anthony
Name and Title
1777 S. 11 ${ }^{\text {th }}$ Street

| Address |  |  |
| :--- | :---: | :---: |
| Los Banos | CA | 93635 |
| City | State | Zip |
| 209-827-0120 | 209-827-3552 |  |
| Phone | Fax |  |
| YCork-Anthony@losbanosusd.k12.ca.us |  |  |
| Email |  |  |

## EXHIBIT A: 2018-2019 RATES

## CONTRACTOR

CONTRACTOR NUMBER

## (NONPUBLIC SCHOOL OR AGENCY)

## Per CDE Certification, total enrollment may not exceed

## If blank, the number shall be as determine by CDE Certification.

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

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


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

## B. Related Services

a. Transportation - Round Trip - Scheduled Route/Daily \& not Creative Alt Clients

(6) Intensive Special Education Instruction***(Other: Academic Tutoring)
(7) a. Occupational Therapy - Individual
b. Occupational Therapy - Group of 2
c. Occupational Therapy - Group of 3
d. Occupational Therapy - Group of 4-7
e. Occupational Therapy - Consultation Rate
(8) Physical Therapy
a. Individual
b. Consultation
(9) a. Behavior Intervention - BII
b. Behavior Intervention - BID

Provided by:
Residential Room and Board $\qquad$

## Board Reference Material

## SUBJECT TITLE: Contract with Professional Tutors of America

## REOUESTED ACTION:



## RECOMMENDATION:

It is recommended the Board approve the consultant agreement between the District and Professional Tutors of America, in order to complete academic tutoring.

## BACKGROUND INFORMATION:

Per the settlement agreement we will provide academic tutoring for the student. The District is obligated to provide these services.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS? N/A

## ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time

## SPECIFIC FINANCIAL IMPACT:(Include Impact on School District Facilities):

The District will pay Professional Tutors of America the total amount not to exceed $\$ 3,000.00$ for services rendered.

ORIGINATOR: Yolanda Cork-Anthony, Director of Special Services
Date: October 11,2018

# NONPUBLIC, NONSECTARIAN School/Agency Services 

## MASTER CONTRACT

## PROFESSIONAL TUTORS OF AMERICA

2018-2019

## MASTER CONTRACT <br> general agreement For nonsectarian, NONPUBLIC SCHOOL AND AGENCY SERVICES

## LEA

Contract Year 2018-2019

|  | Nonpublic School <br> 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)
$\qquad$ 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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# LICAL EDILCATINN AEENCY: LISS BANDS UNIFFE SCHOLL DISTRICT <br> NINPIBLLC SCHOLL/AGENCY/RELATED SERVILES PRDVIIDER: PROFESSIINAL TUTTRRS GF AMERICA 

## NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

## AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

## 1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2018, between Los Banos Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Merced County. SELPA and Professional Tutors of America (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157,56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.
Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety ( 90 ) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

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

## 2. CERTIFICATION AND LICENSES

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

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

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

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

## 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

## 4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2018 to June 30, 2019 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. In the event the contract is not renegotiated by June $30^{\text {th }}$, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

## OR TERMINATION

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

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

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

## 6. INDIVIDUAL SERVICES AGREEMENT

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

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.
Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366 (a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.
If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section $1415(\mathrm{k})(1)(7)$ 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 nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section $3001(\mathrm{~g})$.
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(1).
f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30 (b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency
under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
g. The term "days" means calendar days unless otherwise specified.
h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## ADMINISTRATION OF CONTRACT

## 8. NOTICES

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

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

## 9. MAINTENANCE OF RECORDS

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

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

## 10. SEVERABILITY CLAUSE

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

## 11. SUCCESSORS IN INTEREST

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

## 12. VENUE AND GOVERNING LAW

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

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

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

## 14. TERMINATION

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

## 15. INSURANCE

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

## PART I

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:
$\$ 2,000,000$ per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
$\$ 1,000,000$ personal \& adv. Injury
$\$ 3,000,000$ general aggregate
$\$ 2,000,000$ products/completed operations aggregate
The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.
B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a $\$ 1$ million combined single limit.

If no owned automobiles, then only hired and non-owned is required.
If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.
C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

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Part A - Statutory Limits
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Part B - $\$ 1,000,000 / \$ 1,000,000 / \$ 1,000,000$ Employers Liability
D. Errors \& Omissions ( $\mathrm{E} \& \mathrm{O}$ )/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:

$$
\$ 1,000,000 \text { per occurrence }
$$

$\$ 2,000,000$ general aggregate
E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
F. Any deductibles or self-insured retentions above $\$ 100,000$ must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any
insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
H. All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:
A. Commercial General Liability coverage of $\$ 3,000,000$ per Occurrence and $\$ 6,000,000$ in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $\$ 100,000$ without the prior written approval of the LEA.
B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $\$ 1,000,000 / \$ 1,000,000 / \$ 1,000,000$.
C. Commercial Auto Liability coverage with limits of $\$ \mathbf{1 , 0 0 0 , 0 0 0}$ 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 $\mathbf{\$ 2 5 0 , 0 0 0}$ 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, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

## 17. INDEPENDENT CONTRACTOR

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

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

## 18. SUBCONTRACTING

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

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

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

## 19. CONFLICTS OF INTEREST

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

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

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

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

## 20. NON-DISCRIMINATION

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

## EDUCATIONAL PROGRAM

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

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

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

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

## 22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained 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 nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

## 23. INSTRUCTIONAL MINUTES

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

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's $\mathbb{E P}$ and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

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

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

## 24. CLASS SIZE

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

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

## 25. CALENDARS

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

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

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

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

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

## 26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development 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.

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

## 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

## 28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("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"), 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, 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 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 Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to
address that behavior, consistent with Section $1414(\mathrm{~d})(3)(\mathrm{B})(\mathrm{i})$ and $(\mathrm{d})(4)$ 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 annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section $1414(\mathrm{~d})(3)(\mathrm{B})(\mathrm{i})$ and (d)(4) of Title 20 of the United States Code and associated federal regulations.
(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

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 a District 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.

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

## 32. IEP TEAM MEETINGS

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

If 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 SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

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

## 33. SURROGATE PARENTS AND FOSTER YOUTH

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

## 34. DUE PROCESS PROCEEDINGS

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

## 35. COMPLAINT PROCEDURES

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

## 36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall
provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.
CONTRACTOR shall complete academic or other 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 Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, 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 nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

## 38. STUDENT CHANGE OF RESIDENCE

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

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

## 39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

## 40. PARENT ACCESS

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

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

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

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

## 41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (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 nonpublic school as a condition of being placed in its residential facility.

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

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

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

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

## 43. STATE MEAL MANDATE

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

## 44. MONITORING

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

If CONTRACTOR is also an LCI and/or NPS/RTC, 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 and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section $56366.1(\mathrm{j})$. This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

## 45. EXCHANGE OF PROSPECTIVE STUDENT INFORMATION

The Parties agree that in formulating an individual services agreement ("ISA") for a given prospective student, it may be necessary to exchange student information, including student records, to establish whether CONTRACTOR can provide an appropriate placement and/or services to the student. Pursuant to Education Code section 49076, subdivision (a)(2)(G)(i) and the Family Educational Rights and Privacy Act ("FERPA") (20. U.S.C. § 1232 g , subd.(b)(1)(A); 34 C.F.R. 99.31 , subd. (a)(1)(i)(B), LEA shall be authorized to release information to CONTRACTOR regarding such LEA student, including student records, absent written parental consent, where CONTRACTOR has a legitimate educational interest in said student information and records for the above-noted purposes.

## 46. PRIVACY PROTECTIONS

CONTRACTOR will treat information relating to prospective students received from LEA as confidential, as required by applicable law and in accordance with this Master Contract. The Parties agree that the sharing of student information and records under this Master Contract shall comply with the requirements for maintaining the privacy of student records including, but not limited to, Education Code sections 49060 et. seq., the Family Educational Rights and Privacy Act ("FERPA") ( 20 U.S.C. § 1232g; 34 CFR Part 99, as amended), and other state and federal laws and regulations regarding educational records. The Parties, their officers, employees and agents shall not distribute student information or records obtained from one another under this Master Contract to any third party without the express written consent of the Parties or as permitted by applicable state and federal law. The Parties shall ensure that approved subcontractors adhere to all of the provisions of this Master Contract.

## PERSONNEL

## 47. CLEARANCE REQUIREMENTS

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

CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

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

## 48. STAFF QUALIFICATIONS

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

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

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

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

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

## 49. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

## 50. STAFF ABSENCE

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

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

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

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

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

## HEALTH AND SAFETY MANDATES

## 52. HEALTH AND SAFETY

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

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

## 53. FACILITIES AND FACILITIES MODIFICATIONS

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

## 54. ADMINISTRATION OF MEDICATION

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

## 55. 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.
56. 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.

## 57. 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.

## 58. 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

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

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

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

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December $31^{\text {st }}$ 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 rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12 -month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## 60. RIGHT TO WITHHOLD PAYMENT

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

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.
If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

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

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

## 61. 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.

## 62. PAYMENT FOR ABSENCES

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

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

## NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

## NONPUBLIC AGENCY STAFF ABSENCE

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

## NONPUBLIC AGENCY STUDENT ABSENCE

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

## 63. 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 nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

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

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

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

## 64. 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.

## 65. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:
(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract
or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2018 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

## CONTRACTOR

Professional Tutors of America
Nonpublic School/Agency

By:
Signature Date

Name and Title of Authorized Representative

LEA
Los Banos Unified School District
LEA Name

By:
Signature Date

Yolanda Cork-Anthony, Director Special Ed.
Name and Title of Authorized Representative

| Notices to CONTRACTOR shall be addressed to: | Notices to LEA shall be addressed to: |
| :---: | :---: |
| Name and Title | Name and Title <br> Yolanda Cork Anthony, Director Special Ed. |
| Nonpublic School/Agency/Related Service Provider Professional Tutors of America | LEA <br> Los Banos Unified School District |
| Address <br> 3350 E. Birch Street, Suite 108 | Address <br> 1777 S. $11^{\text {th }}$ Street |
| City State Zip <br> Brea CA 92821 | City State Zip <br> Los Banos CA $\mathbf{9 3 6 3 5}$ |
| Phone Fax <br> 800-832-2487 714-671-1887 | Phone Fax <br> 209-827-0120 209-827-3552 |
| Email | Email <br> YCork-Anthony@losbanosusd.k12.ca.us |

Additional LEA Notification (Required if completed)

| Name and Title <br> Yolanda Cork-Anthony |  |  |
| :--- | :--- | :--- |
| Address |  |  |
| 1777 S. $11^{\text {th }}$ | Street |  |
| City | State | Zip |
| Los Banos | CA | 93635 |
| Phone | Fax |  |
| 209-827-0210 | 209-827-3552 |  |
| Email |  |  |
| YCork-Anthony@losbanosusd.k12.ca.us |  |  |

## EXHIBIT A: 2018-2019 RATES

## CONTRACTOR

## (NONPUBLIC SCHOOL OR AGENCY)

Per CDE Certification, total enrollment may not exceed

## CONTRACTOR NUMBER

## If blank, the number shall be as determine by _ CDE Certification.

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

Payment under this contract may not exceed Total LEA enrollment may not exceed
$\qquad$

## Board Reference Material

## SUBJECT TITLE: PHS Physical Education Out of State Conference

REQUESTED ACTION: Approve
Action X

Discussion/Information

## RECOMMENDATION:

It is recommended the Board approve Pacheco High School Physical Education teachers, Carlos Campos and Joey Costa, traveling to Cookeville, TN, for a Cross-fit Specialty Weight Lifting conference from October 12-15, 2018.

## BACKGROUND INFORMATION:

This is a two (2) day course focusing on the Olympic lifts that Physical Education teachers teach to their classes. The two (2) days are spent detailing each lift (Snatch on Day 1 and Clean \& Jerk on Day 2). The focus is on participants experiencing the basic positions and learning the foundational teaching points for instructing others to achieve them. They will learn the proper stance, grip and positions for the Snatch and Clean \& Jerk; the Burgener Warm-up skill-transfer exercises and the rationale for each component. They will also be instructed about common faults and corrections for each lift, with opportunities to coach other participants in the lifts. These Physical Education teachers will be able to present these strategies to their colleagues in the Pacheco High School Physical Education department.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This activity supports the following Board goals.
9. Recruit, hire, train and retain administrative, instructional and classified staff that will provide the best educational environment for the students of Los Banos Unified School District.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

## SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

Los Banos Teachers Association (LBTA) conference funds will be used to pay all costs of the trip, including transportation, lodging, and meals.

## Board Reference Material

## SUBJECT TITLE: Student Over-Night Travel

## REQUESTED ACTION: Approve

$\qquad$ Discussion/Information

## RECOMMENDATION:

It is recommended the Board approve the travel and participation of the Los Banos Jr. High School MESA students and advisor for the following activities: A College Road Trip on November 19-21, 2018 and Catalina Island Marine Institute during the week of March 25-29, 2019.

## BACKGROUND INFORMATION:

This is the $13^{\text {th }}$ year of MESA (Math, Engineering, and Science Achievement) at Los Banos Jr. High. Our program continues to grow district-wide. Los Banos Junior High currently offers 3 sections of the MESA elective class and an after-school enrichment group with a combined enrollment of one-hundred active participants, including several $6^{\text {th }}$ grade students from within the district.

Approximately 30-40 students, one MESA advisor, along with school employees, counselor intern(s) and/or parent chaperones will attend the Southern California College Road Trip (November 19-21) which will include tours tentatively scheduled to take place at UCLA, the Getty Museum, CSU, San Marcos, UC, San Diego, the California Science Center, and UC, Santa Barbara. As college campuses confirm the tour dates and times, Mrs. Mascorro will submit a finalized itinerary to the site administration prior to the departure date of the college road trip. The participants for the MESA CRT will depart Los Banos at 4:00 a.m. on November 19th and return the evening of November 21, 2018.

Approximately 15-20 MESA students, one LBJH MESA teacher, and 2-3 adult chaperones (school district employee(s), LBJH teacher(s), and district approved/cleared volunteers) will attend the Catalina Island Marine Institute (CIMI) trip sometime during the week of March 25-29, 2019, as the exact dates are yet to be finalized based on availability at the CIMI facility. CIMI trip participants will depart Los Banos at 1 p.m. on the first day of the trip and return very late in the evening/night on the last day. Ms. Christiansen/Mrs. Mascorro will submit a detailed itinerary regarding the CIMI trip to the Los Banos Junior High administration prior to the departure date.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

None Identified.

## SPECIFIC FINANCIAL IMPACT:

The cost of the College Road Trip is $\$ 250$ per student and the cost of the CIMI trip is $\$ 350$ per student. Both trips are voluntary for MESA participants and paid through fundraising efforts by the MESA students, parents, and advisors. LBJH families/students facing financial hardships will coordinate fundraising efforts with Mrs. Mascorro in our efforts to offer financial assistance to all students. The impact on the site budget to participate in the College Road Trip and Catalina Island (CIMI) trip is minimal as the overnight trips take place on non-instructional days and the sole expense to the site is the district transportation cost.

# Board Reference Material 

## SUBJECT TITLE: Teacher Out-of-State Travel

REQUESTED ACTION: Approve
$\qquad$
Action X
Discussion/Information

## RECOMMENDATION:

It is recommended the Board approve travel for Clara Herforth to attend the 2019 Teach Your Heart Out Conference from June 21-24, 2019 in the Bahamas.

## BACKGROUND INFORMATION:

The Teach Your Heart Out Conference was created for educators, classroom teachers, school administrators, and curriculum specialists who are committed to professional development. The developers of the conference believe professional development is one of the most important activities a teacher can share with his/her class. Our mission is to provide teachers with innovative, life-changing, and one-of-a-kind professional development opportunities that can be implemented immediately.

During this four-day conference, small and large group sections will tackle, headfirst, the following topics and much more: shaping your classrooms, brain science to achieve real student engagement, engagement and creativity to enhance your primary classroom, teaching every child beyond the classroom, growth mindset, make connections between diversity and our students using children's books, school culture, interactive bulletin boards, using technology in the classroom, and more.

By attending the conference teachers will have the opportunity to collaborate with teachers from all around the United States. Teachers will have an opportunity to use practical and proven practices to transform their classrooms into settings where students are engaged, challenged, and transformed.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board goal. All teacher out-of-state travel requires prior Board approval.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

## SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

The fiscal impact to the District is $\$ 1,800.00$. Conference cost is $\$ 988.00$ per teacher, which will be paid out of the Los Banos Teachers Association up to $\$ 1,800$. Any excess amount will be covered by the employee.

## Board Reference Material

## SUBJECT TITLE: Teacher Out-of-State Travel

REQUESTED ACTION: Approve
$\qquad$
Action X
Discussion/Information

## RECOMMENDATION:

It is recommended the Board approve travel for Elizabeth Kissel, Teesha Barry, and Juridia Maldonado to attend the 2019 Teach Your Heart Out Conference from June 21-24, 2019 in the Bahamas.

## BACKGROUND INFORMATION:

The Teach Your Heart Out Conference was created for educators, classroom teachers, school administrators, and curriculum specialists who are committed to professional development. The developers of the conference believe professional development is one of the most important activities a teacher can share with his/her class. Our mission is to provide teachers with innovative, life-changing, and one-of-a-kind professional development opportunities that can be implemented immediately.
During this four-day conference, small and large group sections will tackle, headfirst, the following topics and much more: shaping your classrooms, brain science to achieve real student engagement, engagement and creativity to enhance your primary classroom, teaching every child beyond the classroom, growth mindset, make connections between diversity and our students using children's books, school culture, interactive bulletin boards, using technology in the classroom, and more.
By attending the conference teachers will have the opportunity to collaborate with teachers from all around the United States. Teachers will have an opportunity to use practical and proven practices to transform their classrooms into settings where students are engaged, challenged, and transformed.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board goal. All teacher out-of-state travel requires prior Board approval.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

## SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

The fiscal impact to the District is $\$ 5,400.00$. Conference cost is $\$ 988.00$ per teacher, which will be paid out of the Los Banos Teachers Association up to $\$ 1,800$. Any excess amount will be covered by the employee.

## Board Reference Material

## SUBJECT TITLE: Disposal of Obsolete Vehicle

## REQUESTED ACTION: Approve

Action X Discussion/Information $\qquad$

## RECOMMENDATION:

It is recommended the Board approve the removal, disposal or sale of obsolete vehicles.

## BACKGROUND INFORMATION:

The District has vehicle A-9, a 1997 Chevy $3 / 4$ Ton Suburban, VIN \#3GNGC26R7VG1 70454 that has become inoperable and/or obsolete and is no longer being used by the District. This vehicle has over 170,000 miles on it and should be disposed of. It has been inoperable for over 3 years and staff has determined it should be disposed of due to numerous safety issues and nonfunctionality.

This item has no monetary value and can be disposed by way of Education Code 1754, whereby the District will send said vehicle to the recycling center.

## HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal.

## ALTERNATIVES/IDENTIFIED OPPOSITION:

None

## SPECIFIC FINANCIAL IMPACT:(Include Impact on School District Facilities):

Monies received from the disposal of this vehicle shall be place in the General Fund.

THIS VALIDATED REGISTRATION CARD DF A FACSIMILE CDFY IS TO BE FEFT WITH THE VEHICLE FDF WHICH ISSUED. IT NEED NOT BE DISFLAYED. FFESENT IT TD ANY PEACE DFFICEF UFON DEMAND.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, FRESENT ADDRESS, AND THE VEHICLE"S MAKE, LICENSE, AND IDENTIFICATIDN NUMBERS.

IF YOU DO NOT RECEIVE A RENEWAL NOTICE; USE THIS FORM TD FAY YOUR FENEWAL FEES DR NDTIFY THE DEFARTMENT DF THE NON-DPEFATIONAL STATUS DF A STOFED VEHICLE (\$10). YOU MUST DO THIS DN DF EEFOFE THE VEHICLE EXFIFATION DATE DR THE FOLLOWING FENALTIES WILL EE DUE:

* FOR A FERIDD DF ONE TD TEN DAYS LATE, $10 \%$ OF THE FEES DUE FOF THAT YEAF.
* FOR A FERIOD OF ELEVEN TD THIRTY DAYS LATE, $20 \%$ DF THE FEES DUE FOR THAT YEAR.
* FOR A FEFIIOD DF THIRTY-DNE, DAYS TD ONE YEAR LATE, $60 \%$ OF THE FEES DUE FOR THAT YEAR.
* FOR A PERIOD OF MORE THAN DNE YEAR: UP TO AND INCLUDING TWO YEARS, BO\% OF
-" THE FEES DUE FOR THAT YEAR. ©
* FOR A PERIOD OF MORE THAN TWO YEARS; $160 \%$ DF THE FEES DUE FDR THAT YEAR.

IF YOU ARE CITED FDR NDT REGISTERINE A VEHICLE, THE COURT MAY IMFOSE A $\$ 50$ TD $\$ 250$ FINE.



A Public Service Agency
FEGISTFATIDN CARD VALID FROM: 00/00/00 T0: 12/31/99


| TYPE VEHICLE USE | DATE ISSIED | CC/ALCD | DT FEE RECVD | PIC |
| :--- | :--- | :---: | :---: | ---: |
| AUTOMOBILE | $07 / 23 / 97$ | 24 | $07 / 07 / 77$ | 5 |

## FERM EXEMPT

REGISTERED OMAER
AMOUNT PAID
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LOS EANDS UNIFIED SCHL DIST 1717511 TH

LOS BANDS
CA
93635

IENHDLDER



IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

[^0]:    1 Source: Merced County Auditor-Controller's Office.

[^1]:    ${ }^{1}$ K. Hovnanian Forecast Homes development.

[^2]:    Los Banos Unified School District Annual Special Tax Report, FY 2018/19
    Commuaity Facilities District No. 2
    Boundary Maps

[^3]:    * Eight permits were issued on parcel 430-060-014-000 in fiscal year 2017/18

    Prepared by: $\mathbb{R O P R E L}$ GRUBBER

[^4]:    This is a special order business to business contract. In signing, digital or otherwise, client has not relied on any oral statement, promise, representation or inducement and confirms that all Substantive terms and conditions, including any exclusive arrangements, are contained herein and agreed to, e.LocalLink offers no guarantees as to the operation of the sites that are linked to/from the 'Community Movie Program.' The client hereby waives any and all claims relating to the content, operations, and/or timeliness of such sites. If the client endures some unforeseen business transaction, the client may cancel the contract within twenty (20) days from the date of this contract at a cost of thirty percent ( $30 \%$ ) of monies paid or after twenty (20) days, any request for canceliation becomes nonrefundable and no further obligation is required by either party unless evidenced by a signed written document. The client agrees to pay in full on the date of this contract or to pay any/all collection fees and reasonable attorney's fees as consideration for not paying in full. The client has carefully read and acknowledges receipt and acceptance of a copy of this contract. Rev. 5/1/2013

[^5]:    号 This is a special order business to business contract. In signing, digital or otherwise, client has not relied on any oral statement, promise, representation or inducement and confirms that all substantive terms and conditions, including any exclusive arrangements, are contained herein and agreed to. e. Local Link offers no guarantees as to the operation of the sites that are linked toffrom the 'Community Movie Program.' The client hereby waives any and all claims relating to the content, operations, and/or timeliness of such sites. If the client endures some unforeseen business transaction, the client may cancel the
    contract within twenty ( 20 ) days from the date of this contract at a cost of thirty percent ( $30 \%$ ) of monies paid or after twenty (20) days, any request for
    cancellation becomes nonrefundable and no further obligation is required by either party unless evidenced by a signed written document. The client agr pay in full on the date of this contract or to pay any/all collection fees and reasonable attorney's fees as consideration for not paying in full. The client has carefully read and acknowledges receipt and acceptance of a copy of this contract.Rev. 5/1/2013

[^6]:    When this section is included as part of any Master Contract, the changes specified above shall amend Section 4-Term of Master Contract.

