

# REGULAR BOARD MEETING AGENDA OF THE GOVERNING BOARD

**August 10, 2017**

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## THERMALITO UNION ELEMENTARY SCHOOL DISTRICT

400 Grand Avenue  
Oroville, California

### VISION

We provide a secure, well-maintained and nurturing environment for all. Students are engaged through interactive learning—emphasizing and integrating communication, creativity, collaboration, critical thinking and curiosity, to confidently meet the diverse challenges of tomorrow.

### MISSION

In a safe and respectful environment, we inspire, educate, and challenge our students, empowering them to succeed in an ever-changing world.

1. **Convene Regular Meeting at the District Office:** **5:30 p.m.**
2. **Public Comment:** Any member of the public may address the Board regarding any item listed for discussion during closed session (Government Code 54954.3)
3. **Closed Session:** The Board will convene in closed session on the following items:  
  
Public Employment (Government Code 54957)  
Hiring of:
  - P.E. Teacher
  - Administrative Secretary
  - Paraeducator III/EL  
Anticipated Litigation (Government Code 54956.9)  
Public employee Discipline/Dismissal/Release (Gov. Code 54957)  
District Representative with Bargaining Unit, CSEA / TTA  
Public Employee Performance Evaluation (Government Code 54957)  
Superintendent
4. **Reports from Closed Session** - Announcement of Action taken in Closed Session and Vote, if any: **6:30 p.m.**
5. **Pledge of Allegiance:**

American Disabilities Assistance - Auxiliary aids and services include a wide range of services and devices that promote effective communication for individuals with disabilities. If you require such assistance, please notify the Superintendent or his secretary. We will make every effort to consider expressed preferences, or provide equally effective means of communication to ensure equal access to Thermalito Union School District programs and events.

6. **Change Order of Agenda upon President's Discretion:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**Adoption of the Agenda:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

7. **Public Comments on Agenda Items:** Any member of the public wishing to address an item listed on the agenda may do so. When called upon please announce your name and item to be addressed. Comments will be limited to three (3) minutes per individual.

8. **Reports to the Board:**

- a. Joyce Dennison, Director of Transportation, Maintenance & Operations

9. **Consent Agenda:**

**Approval of the Consent Agenda:**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**Minutes:** 7/31/17

**Inter-district Attendance Requests:**

2017-2018 (Approve)	In: (78)	Out: 4 (70)
2017-2018 (Deny)	In: (5)	

**Commercial Warrants:** July 1, 2017 to July 31, 2017

**Fundraisers:**

- a. Approval of fundraising activities at TLC Preschool for the 2017-2018 academic year.

**Conference/Workshop:**

- a. Approval for Lisa Cruikshank to attend an 8 week ACSA Curriculum and Instruction Leaders Academy in Redding, CA.

**Contracts:**

- Approval to contract with Sorren Bennick Productions, Inc. for the presentation of two Anti-Bullying assemblies at Plumas Avenue School on November 7, 2017.
- Approval of the Non Public School Master Contract for 2017-2018 with Sierra School of Butte County.
- Approval of the Supplemental Educational Services Tutoring Contract for the 2017-2018 with Professional Tutors of America, Inc.

**Operations:**

- a. Approval to purchase additional security camera server and licensing from Stone Security.

- b. Approval to contract with Tec-Com to purchase and install 3 additional security cameras at Nelson Avenue Middle School.

**Personnel:**

- a. Approval to hire Marc Macaluso as a probationary I, full time, 6<sup>th</sup> grade P.E. teacher at Nelson Avenue Middle School, effective August 14, 2017.
- b. Approval to hire Alma Weiss as a probationary, part time 5 hours per day, Paraeducator III/EL at Nelson Avenue Middle School, effective August 14, 2017.
- c. Approval to hire Jodi Iuli as the School Administrative Secretary at Poplar Avenue School, effective August 14, 2017.
- d. Approval to extend hours for Para-Educator V Computer Lab Technician at Nelson Avenue School from 2.5 hours per day to 4.00 hours per day, effective August 14, 2017.
- e. Approval to hire a short term Paraeducator III at Plumas Avenue School, effective August 14, 2017 to September 30, 2017.
- f. Approval to hire Timothy Hull as a full time probationary I, 4<sup>th</sup>/5<sup>th</sup> grade teacher at Plumas Avenue School, pending clearances, effective August 14, 2017.

**Resignations/Retirements:**

- a. Approval to accept resignation of Marnie Smith as a teacher in the Thermalito Union Elementary School District, effective July 29, 2017.
- b. Approval to accept resignation of Pa Houa Yang as a school secretary at Nelson Avenue Middle School, effective August 18, 2017.

- 10. **Public Comments From Individuals:** Any member of the public wishing to speak on a matter not listed on the board agenda may do so at this time. Comments will be limited to three (3) minutes per individual.

- 11. **Reports to the Board:** This time is for reports limited to topical updates, late-breaking news or reminders and generally *should be no longer than two (2) minutes*. (Written reports may be left the day prior to the meeting).

**Classified (CSEA Union Rep):**

**Certificated (TTA Union Rep):**

**Management:**

**Superintendent:**

**New Business:**

- 12. Discussion Only: Community Day School – Daily Minutes Requirement

**Board Discussion Only:**

**Board Comments:**

- 13. **Reconvene to Closed Session**

## 14. Report of Action Taken in Closed Session

### Adjournment:

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### Upcoming 2017 Events:

August 16	First Day of School
August 17	Back to School – Plumas 5:15pm-6:30pm
August 22	Back to School – CDS 5:00 pm
August 24	Board Meeting
August 30	Back to School – Poplar 5:30pm-7:00pm
August 31	Back to school – Sierra 5:30pm-7:00pm
September 5	Safety Committee Meeting – District Office 3:30pm-4:30pm
September 12	Back to School – Nelson 5:30pm-7:00pm
September 14	Board Meeting
September 19	LCAP Meeting – District Office 3:30pm-5:00pm
September 28	Board Meeting
October 4	Wellness Committee – District Office 3:30pm-4:30pm
October 10	District Parent Meeting (DELAC/DPAC) – District Office 3:45pm-4:45pm
October 12	Board Meeting
October 17	LCAP Meeting – District Office 3:30pm-5:00pm
October 26	Board Meeting
November 7	Safety Committee Meeting – District Office 3:30pm-4:30pm
November 14	District Parent Meeting (DELAC/DPAC) – District Office 3:45pm-4:45pm
November 16	Board Meeting
November 28	LCAP Meeting – District Office 3:30pm-5:00pm
December 7	Board Meeting

# THERMALITO UNION SCHOOL DISTRICT

400 Grand Avenue  
Oroville, California

## REGULAR BOARD MEETING/WORKSHOP MINUTES OF THE GOVERNING BOARD

July 31, 2017

Convene Regular Meeting at the District Office:	The meeting was called to order at 5:30 p.m.
Members Present:	Mrs. Fultz, Mrs. Ielati, Mrs. Anderson, Mrs. Walker, Mrs. Shields, Mr. Blake
Member Absent:	None.
Public Comment Prior to Closed Session:	None.
Closed Session:	The Board convened to closed session at 5:32 p.m.
Public Present:	Rita Smith
Reports from Closed Session - Announcement of	The meeting reconvened to open session at 6:35 p.m.
Action taken in Closed Session and Vote, if any:	None.
Pledge of Allegiance:	The pledge of allegiance was led by Connie Cavanaugh.
Student Reports to the Board:	
Change Order of Agenda Upon President's Discretion:	The motion to remove item #'s 16 and 17 was made by Mrs. Ielati and seconded by Mrs. Shields; votes were five ayes. Motion passed.
Adoption of the Agenda:	The motion to adopt the Board Agenda was made by Mrs. Anderson and seconded by Mrs. Walker; votes were five ayes. Motion passed.
Public Comments on Board Agenda Items:	None.
Informational Reports/Presentation	Mr. Blake reviewed the 4 <sup>th</sup> Quarter Williams Act Complaints Report for of 2016-2017. There were no complaints reported.
Consent Agenda:	The motion to approve the consent agenda was made by Mrs. Shields and seconded by Mrs. Ielati.  Mrs. Fultz called for a vote which was five ayes. Motion passed.
Public Comments on Items Not Listed on Agenda:	Rita Smith addressed the board regarding combination classes. Ms. Smith stated she hopes that there will be a

minimal number of those classes in the district this year. Mrs. Smith also asked that whenever a great opportunity presents itself for the elementary sites, that the district look into bringing those opportunities to the middle school as well.

Management:

Connie Cavanaugh reported that the auditors were here last Thursday to do their interim work and at this point there are no findings. The auditors will return in November to finish their final review.

Superintendent:

Gregory Blake reported that Marnie Smith and Della Jones will be leaving the district due to promotional opportunities and retirement, respectively. Mr. Blake also reported that the marquee at Sierra is up. Mr. Blake will be hosting an administrators retreat this Thursday with the focus on working together to determine how all of the departments can work together to accomplish our LCAP goals. Mr. Blake acknowledged the hard work of the Maintenance Department and shared that the summer school staff also did a great job to hold a nice summer program for our students. Mr. Blake reported that the A.L.I.C.E. Training is coming up on August 10<sup>th</sup>. He also informed the board that there will be a short turn around for the board packet for the meeting on August 10<sup>th</sup>. The board meeting materials will be available on August 7, 2017 by the end of the work day.

New Business:

Resolution 17-18-01

The motion to approve Resolution 17-18-01 was made by Mrs. Shields and seconded by Mrs. Ielati; votes were five ayes. Motion passed.

Create a 1.0 FTE Assistant Mechanic Position/  
Bus Driver

Gail Shields asked why the position was only 11 months, stating she thought it was going to be a 12 month position. Mrs. Shields asked the district to revisit this to make sure there is not a need for 12 month employee in this position.

The motion to approve Resolution 17-18-01 was made by Mrs. Walker and seconded by Mrs. Anderson; votes were five ayes. Motion passed.

45 Day Budget Update

Connie Cavanaugh reported on updates in the budget since the governor's budget was adopted.

Facility Use Discussion

The board discussed the facility use policy and fee schedule. Mr. Blake asked the board to consider the

draft that has been presented and to provide feedback for any changes.

Board Discussion:

None.

Board Comments:

Mrs. Ielati shared some personal news, she is expecting a grandbaby soon.

Mrs. Anderson is looking forward to the children going back to school.

Mrs. Shields shared that the stop signs at Nelson have been installed.

Mrs. Walker reported her kids enjoyed summer school and her family enjoyed time camping this summer.

Mrs. Fultz shared some thoughts from an article she recently read regarding child molestation in the schools and asked that the district ensure all campus supervisors are trained regarding what is appropriate conduct with children.

Adjournment:

The regular board meeting adjourned at 7:25 p.m.

Date Board Approved: \_\_\_\_\_

Board President: Darlene Fultz

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

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							Check Total:	2,330.00
00824860	29	07/06/2017	2900912	ACP DIRECT 29G001NA	0130104115	4300	MTLS & SUPPLIES	445.27
							Check Total:	445.27
00824861	29	07/06/2017	290177	BUTTE COUNTY SHERIFF FINGERPRINTS	0100000740	5800	PROF/CONSULT/OPE	144.00
							Check Total:	144.00
00824862	29	07/06/2017	2900527	CA OCCUPATIONAL MED PROF MACOMBER - TOX 11 PANEL EXP OP MACOMBER - DOT TOXICOLOGY	0100000740 0100000740	5800 5800	PROF/CONSULT/OPE PROF/CONSULT/OPE	62.50 46.50
							Check Total:	109.00
00824863	29	07/06/2017	2900024	CARSON-DELLOSA PUBL LLC 29F080PA	1260520100	4300	MTLS & SUPPLIES	1,359.59
							Check Total:	1,359.59
00824864	29	07/06/2017	2900218	CDW GOVERNMENT INC 29F154PL	0101503107	4300	MTLS & SUPPLIES	284.90
							Check Total:	284.90
00824865	29	07/06/2017	290479	COSTCO WHOLESALE 29F041LC 29F170SA	1261050270 0111002270	4300 4300	MTLS & SUPPLIES MTLS & SUPPLIES	216.95 162.92
							Check Total:	379.87
00824866	29	07/06/2017	2901714	CUE INC 29F075PA - ERIKA LEE	0101501110	5200	TRAVEL & CONF	199.00
							Check Total:	199.00
00824867	29	07/06/2017	290610	DEPT OF JUSTICE FINGERPRINTS APPS	0100000740	5800	PROF/CONSULT/OPE	128.00
							Check Total:	128.00
00824868	29	07/06/2017	290647	EARTHGRAINS CO FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	451.50
							Check Total:	451.50
00824869	29	07/06/2017	2901892	ERICKSON LAW FIRM APC MAY 2017	0100000740	5810	LEGAL FEES	80.00
							Check Total:	80.00
00824870	29	07/06/2017	2901934	JERRYS ARTARAMA NC INC 29F150PL	0101503169	4300	MTLS & SUPPLIES	872.42



**Detailed Check Register - Accounts Payable Only**  
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Check Total:								872.42
00824871	29	07/06/2017	291097	LAKESHORE LEARNING				
				29F160PL	0111003100	4300	MTLS & SUPPLIES	106.33
				29F163PL	0111003100	4300	MTLS & SUPPLIES	729.83
				29F077PA	1260520100	4400	NON-CAP EQUIPMNT	1,349.21
				29F077PA	1260520100	4300	MTLS & SUPPLIES	1,943.79
Check Total:								4,129.16
00824872	29	07/06/2017	291274	MJB WELDING SUPPLY MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	82.50
Check Total:								82.50
00824873	29	07/06/2017	290897	NOR CAL FOOD EQUIPMENT RENTS, LEASES, & REPAIRS	1353100370	5600	RENTS, LEASE,REP	460.50
				RENTS, LEASES, & REPAIRS	1353100370	5600	RENTS, LEASE,REP	526.08
				RENTS, LEASES, & REPAIRS	1353100370	5600	RENTS, LEASE,REP	529.46
Check Total:								1,516.04
00824874	29	07/06/2017	2900146	TOLAR AVL INC GRADUATION 2017 SYSTEM RENTAL	0100004195	5600	RENTS, LEASE,REP	700.00
Check Total:								700.00
00824875	29	07/06/2017	290652	OFFICE DEPOT				
				29F041TR	0105005360	4300	MTLS & SUPPLIES	-30.01
				29F041TR	0105005360	4300	MTLS & SUPPLIES	326.40
				29F012LC	1261050100	4300	MTLS & SUPPLIES	300.29
				29F012LC	1261050100	4300	MTLS & SUPPLIES	1,206.29
				29F148PL	0101503169	4300	MTLS & SUPPLIES	51.89
				29F148PL	0101503169	4300	MTLS & SUPPLIES	40.52
				29F148PL	0101503169	4300	MTLS & SUPPLIES	100.44
				29F057CT	0101000130	4300	MTLS & SUPPLIES	24.58
				29F057CT	0101000130	4300	MTLS & SUPPLIES	18.69
				29F057CT	0101000130	4300	MTLS & SUPPLIES	277.86
				29F057CT	0101000130	4300	MTLS & SUPPLIES	40.54
				29F057CT	0101000130	4300	MTLS & SUPPLIES	4,156.90
				29F169DO	0165000312	4300	MTLS & SUPPLIES	196.85
				29F169DO	0130100720	4300	MTLS & SUPPLIES	17.51
				29F056CT	0130100720	4300	MTLS & SUPPLIES	63.19
				29F056CT	0130100720	4300	MTLS & SUPPLIES	3.19
				29F022FS	1353100370	4300	MTLS & SUPPLIES	523.98
				29F168DO	0165000312	4300	MTLS & SUPPLIES	285.26
				29F168DO	0100000730	4300	MTLS & SUPPLIES	235.14
				29F116NA	0111004270	4300	MTLS & SUPPLIES	-495.48
				29F011LC	1261050100	4300	MTLS & SUPPLIES	2,730.35

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

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				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	54.67
				T. HORSTMAN	0111001100	4300	MTLS & SUPPLIES	4.10
				T. HORSTMAN	0111001100	4300	MTLS & SUPPLIES	181.07
				T. HORSTMAN	0111001100	4300	MTLS & SUPPLIES	15.48
							Check Total:	10,444.45
00824876	29	07/06/2017	2901655	PIZZA HUT				
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	270.27
							Check Total:	270.27
00824879	29	07/06/2017	291572	PROPACIFIC FRESH				
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	203.28
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	391.66
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				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	150.99
				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	481.16
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				FOOD SERVICE SUPPLIES	1353700370	4700	FOOD SRV SUPPLY	260.85
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				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	247.00
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	279.85
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	212.62
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	254.59

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
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				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	520.89
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				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	1,037.30
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	648.22
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	279.67
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	22.12
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	718.28
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	451.56
				FOOD SERVICE SUPPLIES	1353100370	4700	FOOD SRV SUPPLY	313.32
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							Check Total:	19,002.60
00824880	29	07/06/2017	291623	REALLY GOOD STUFF				
				29F162PL	0111003100	4300	MTLS & SUPPLIES	592.88
							Check Total:	592.88

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
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Check Total:								4,785.14
00824882	29	07/06/2017	2901513	SIERRA SCHOOL NPS JUNE 2017	0165000118	5800	PROF/CONSULT/OPE	1,509.63
Check Total:								1,509.63
00824883	29	07/06/2017	2901825	TFD SUPPLIES 29F076PA	0101501107	4300	MTLS & SUPPLIES	180.00
Check Total:								180.00
00824884	29	07/06/2017	291958	TROXELL COMMUNICATIONS 29F157PL	0101503107	4300	MTLS & SUPPLIES	2,033.46
Check Total:								2,033.46
00824885	29	07/06/2017	292010	VIRCO INC 29F147PL	0111003100	4300	MTLS & SUPPLIES	657.79
Check Total:								657.79
00825125	29	07/11/2017	29PY1083	CALIFORNIAS VALUED TRUST JULY 2017 HEALTH BENEFITS	0100000000	C792	CENTRAL VLY TRT	168,997.74
				JULY 2017 HEALTH BENEFITS	1200000000	C792	CENTRAL VLY TRT	8,833.90
				JULY 2017 HEALTH BENEFITS	1300000000	C792	CENTRAL VLY TRT	9,840.87
Check Total:								187,672.51
00825126	29	07/11/2017	291524	P G & E OPERATION & HOUSEKEEPING SERV	0101006820	5500	OPER/HOUSEKEEP	507.29
				OPERATION & HOUSEKEEPING SERV	0100000820	5500	OPER/HOUSEKEEP	587.74
				OPERATION & HOUSEKEEPING SERV	0100004820	5500	OPER/HOUSEKEEP	20.78
				OPERATION & HOUSEKEEPING SERV	0100005820	5500	OPER/HOUSEKEEP	168.68
				OPERATION & HOUSEKEEPING SERV	0100004820	5500	OPER/HOUSEKEEP	1,855.65
				OPERATION & HOUSEKEEPING SERV	0100004820	5500	OPER/HOUSEKEEP	6,167.38
				OPERATION & HOUSEKEEPING SERV	0100001820	5500	OPER/HOUSEKEEP	7,796.48
				OPERATION & HOUSEKEEPING SERV	0100003820	5500	OPER/HOUSEKEEP	4,542.41
				OPERATION & HOUSEKEEPING SERV	0100002820	5500	OPER/HOUSEKEEP	6,033.45
				OPERATION & HOUSEKEEPING SERV	0105005820	5500	OPER/HOUSEKEEP	447.79
Check Total:								28,127.65
00825295	29	07/13/2017	2900369	AMERIPRIDE UNIFORM SERVICE RENTS, LEASES, & REPAIRS	0105005360	5600	RENTS, LEASE,REP	21.66
				RENTS, LEASES, & REPAIRS	0105005360	5600	RENTS, LEASE,REP	21.66
				RENTS, LEASES, & REPAIRS	0105005360	5600	RENTS, LEASE,REP	21.66
				RENTS, LEASES, & REPAIRS	0105005360	5600	RENTS, LEASE,REP	21.66
				RENTS, LEASES, & REPAIRS	1353100820	5600	RENTS, LEASE,REP	31.27
				RENTS, LEASES, & REPAIRS	1353100820	5600	RENTS, LEASE,REP	31.27

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				RENTS, LEASES, & REPAIRS	1353100820	5600	RENTS, LEASE,REP	31.27
				RENTS, LEASES, & REPAIRS	1353100820	5600	RENTS, LEASE,REP	31.27
				RENTS, LEASES, & REPAIRS	0100005820	5600	RENTS, LEASE,REP	317.10
				RENTS, LEASES, & REPAIRS	0100005820	5600	RENTS, LEASE,REP	317.10
				RENTS, LEASES, & REPAIRS	0100005820	5600	RENTS, LEASE,REP	193.50
				RENTS, LEASES, & REPAIRS	0100005820	5600	RENTS, LEASE,REP	193.50
							Check Total:	<u>1,232.92</u>
00825296	29	07/13/2017	290110	APPLE INC				
				29F156PL	0101503107	4400	NON-CAP EQUIPMNT	2,164.64
				29F156PL	0101503107	4400	NON-CAP EQUIPMNT	711.00
							Check Total:	<u>2,875.64</u>
00825297	29	07/13/2017	2901583	AUTOZONE WEST INC				
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	118.51
							Check Total:	<u>118.51</u>
00825298	29	07/13/2017	290207	BETTER DEAL EXCHANGE				
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	42.44
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	62.18
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	79.73
							Check Total:	<u>184.35</u>
00825299	29	07/13/2017	2901891	BILL LANE & ASSOC INC				
				TRANSPORTATION FEES	0165000118	5800	PROF/CONSULT/OPE	4,872.12
							Check Total:	<u>4,872.12</u>
00825300	29	07/13/2017	2900670	BUSWEST				
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	244.53
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	420.85
							Check Total:	<u>665.38</u>
00825301	29	07/13/2017	2900527	CA OCCUPATIONAL MED PROF				
				GREEN - EXPRESS DRUG SCREEN	0100000740	5800	PROF/CONSULT/OPE	46.50
							Check Total:	<u>46.50</u>
00825302	29	07/13/2017	2901059	CHICO/OROVILLE POWER EQUIPMENT				
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	24.54
							Check Total:	<u>24.54</u>
00825303	29	07/13/2017	290610	DEPT OF JUSTICE				
				JUNE 2017 FINGERPRINT APPS	0100000740	5800	PROF/CONSULT/OPE	128.00
							Check Total:	<u>128.00</u>
00825304	29	07/13/2017	2901221	FGL ENVIROMENTAL				
				INORGANIC ANALYSIS	0105005360	5800	PROF/CONSULT/OPE	80.00
							Check Total:	<u>80.00</u>

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
00825305	29	07/13/2017	29901649	FRANKS, ELIZABETH M				
				REIMB FFD PARADE ENTRY FEE	0101504130	5800	PROF/CONSULT/OPE	30.00
				REIMB JAN-JUNE 2017 MILEAGE	0101000130	5200	TRAVEL & CONF	194.43
							Check Total:	224.43
00825306	29	07/13/2017	2901884	GIRARD AND EDWARDS ATTORNEYS A				
				ATTORNEY FEES	0165000210	5810	LEGAL FEES	1,102.00
							Check Total:	1,102.00
00825307	29	07/13/2017	290837	GRAINGER INDUSTRIAL SUPPLY				
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	139.00
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	266.82
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	274.89
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	223.68
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	157.53
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	157.53
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	100.97
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	50.46
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	157.21
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	13.43
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	20.35
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	12.61
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	25.63
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	21.36
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	23.08
							Check Total:	1,644.55
00825308	29	07/13/2017	29900993	HARRINGTON, WILLIAM LAWRENCE				
				REIMB WIRELESS MICROPHONE	0101501169	4300	MTLS & SUPPLIES	289.56
				REIMB PLATES/NAPKINS	0101501249	4300	MTLS & SUPPLIES	24.81
				REIMB PORTABLE POWER SUPPLY	0101501169	4300	MTLS & SUPPLIES	85.79
				REIMB PARENT APPR BBQ INVITS	0101501249	4300	MTLS & SUPPLIES	42.36
				REIMB HOTEL STAY PK-1 CONF	0101501110	5200	TRAVEL & CONF	670.56
							Check Total:	1,113.08
00825309	29	07/13/2017	2901511	INSIDE OUT DESIGNS				
				29F042LC	1261050270	4300	MTLS & SUPPLIES	138.70
							Check Total:	138.70
00825310	29	07/13/2017	290992	J C NELSON SUPPLY CO				
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	279.05
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	485.13
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	301.10
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	73.57
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	73.57

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	27.86
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	82.58
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	29.82
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	1,026.73
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	86.13
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	68.38
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	135.34
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	134.96
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	95.87
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	48.39
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	31.91
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	258.52
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	45.84
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	823.02
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	565.74
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	46.20
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	9.65
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	233.57
							Check Total:	4,962.93
00825311	29	07/13/2017	2901619	MCGRAW HILL SCHOOL EDUCATION H				
				29F143PL	0163000100	4100	TEXTBOOKS	60,430.94
				29F143PL	0163000100	4100	TEXTBOOKS	3,491.19
				29F143PL	0163000100	4100	TEXTBOOKS	104.83
				29F067PA	0163000100	4100	TEXTBOOKS	59,217.74
				29F067PA	0163000100	4100	TEXTBOOKS	157.24
				29F055CT	0130100100	4100	TEXTBOOKS	13,200.13
				29F168SA	0100000100	4100	TEXTBOOKS	3,317.21
				29F168SA	0100000100	4100	TEXTBOOKS	84,170.79
				29F053CT	0130100100	4100	TEXTBOOKS	1,112.35
				29F053CT	0130100100	4100	TEXTBOOKS	3,989.50
							Check Total:	229,191.92
00825312	29	07/13/2017	291274	MJB WELDING SUPPLY				
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	82.50
							Check Total:	82.50
00825313	29	07/13/2017	291328	NASCO MODESTO				
				29F106PL	0101503169	4300	MTLS & SUPPLIES	1,798.73
				29F106PL	0101503169	4300	MTLS & SUPPLIES	1,262.69
							Check Total:	3,061.42
00825314	29	07/13/2017	291464	OROVILLE UNION HIGH SCHOOL				
				29F170DO - SEVEN ADMIN	0162640270	5200	TRAVEL & CONF	1,050.00
				29F170DO - SIXTEEN TEACHERS	0162640100	5200	TRAVEL & CONF	2,400.00

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
Check Total:								3,450.00
00825315	29	07/13/2017	291483	PARADIGM HEALTHCARE SERVICES JUNE 2017	0156400720	5800	PROF/CONSULT/OPE	856.29
Check Total:								856.29
00825316	29	07/13/2017	2901977	PLAYGROUND BORDERS DIRECT 29F084MA	0101000830	4300	MTLS & SUPPLIES	7,453.34
Check Total:								7,453.34
00825317	29	07/13/2017	2901193	RALEYS 29F165NA 29F173NA 29F069PA	0130100249 0111004270 0101501249	4300 4300 4300	MTLS & SUPPLIES MTLS & SUPPLIES MTLS & SUPPLIES	21.84 72.89 89.98
Check Total:								184.71
00825318	29	07/13/2017	291613	RAY MORGAN COMPANY BASE RATE CHARGE USAGE CHARGE BASE RATE CHARGE	0100002100 0100002100 0100003100	5600 5600 5600	RENTS, LEASE,REP RENTS, LEASE,REP RENTS, LEASE,REP	2,361.90 147.79 1,144.18
Check Total:								3,653.87
00825319	29	07/13/2017	2900654	RIEBES AUTO PARTS MATERIALS & SUPPLIES MATERIALS & SUPPLIES	0105005360 0105005360	4300 4300	MTLS & SUPPLIES MTLS & SUPPLIES	92.52 60.34
Check Total:								152.86
00825320	29	07/13/2017	291737	SCHOLASTIC INC 29F131PL	0101503115	4200	BOOKS - OTHER	36.81
Check Total:								36.81
00825321	29	07/13/2017	291765	SHARPS LOCKSMITHING MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	5.36
Check Total:								5.36
00825322	29	07/13/2017	29900274	TODD, KATHERINE H REIMB JUNE 2017 MILEAGE REIMB MAY 2017 MILEAGE	0165000312 0165000312	5200 5200	TRAVEL & CONF TRAVEL & CONF	18.35 63.40
Check Total:								81.75
00825323	29	07/13/2017	2900641	VOLTAGE SPECIALISTS 29F083MA	0101000830	5800	PROF/CONSULT/OPE	8,895.00
Check Total:								8,895.00
00825324	29	07/13/2017	2900267	ASBURY ENVIRONMENTAL SERVICES PROFESS/CONSULT SER & OPER EXP	0105005360	5800	PROF/CONSULT/OPE	272.55
Check Total:								272.55



**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
00825325	29	07/13/2017	29901655	ZHANG, ABIGAIL A REIMB FEB-MAY 2017 MILEAGE	0165000119	5200	TRAVEL & CONF	107.48
Check Total:								107.48
00825732	29	07/18/2017	290142	AT&T/CALNET3				
				Communications	0100001820	5900	Communications	27.27
				Communications	0101006820	5900	Communications	28.87
				Communications	0100000730	5900	Communications	7.77
				Communications	0101006820	5900	Communications	11.63
				Communications	0100004820	5900	Communications	54.69
				Communications	1261050820	5900	Communications	33.97
				Communications	0105005360	5900	Communications	20.69
				Communications	1353100820	5900	Communications	6.92
				Communications	0100005820	5900	Communications	6.92
				Communications	0100000730	5900	Communications	195.62
				Communications	0100000730	5900	Communications	643.36
				Communications	0100001820	5900	Communications	45.51
				Communications	0100002820	5900	Communications	33.65
				Communications	0100003820	5900	Communications	32.40
Check Total:								1,149.27
00825733	29	07/18/2017	2901668	COMMERCIAL TIRE WAREHOUSE				
				NON-CAPITALIZED EQUIPMENT	0105005360	4400	NON-CAP EQUIPMNT	1,382.56
				NON-CAPITALIZED EQUIPMENT	0105005360	4400	NON-CAP EQUIPMNT	1,492.75
Check Total:								2,875.31
00825734	29	07/18/2017	2901186	CRESCO EQUIPMENT RENTALS				
				29F044LC	1261050100	5600	RENTS, LEASE,REP	244.02
Check Total:								244.02
00825735	29	07/18/2017	290570	DEL MAR RENTAL LANDSCAPE SUPPL				
				29F043LC	1261050100	4300	MTLS & SUPPLIES	246.41
				RENTS, LEASES, & REPAIRS	0181505810	5600	RENTS, LEASE,REP	552.75
				RENTS, LEASES, & REPAIRS	0181505810	5600	RENTS, LEASE,REP	510.40
				RENTS, LEASES, & REPAIRS	0181505810	5600	RENTS, LEASE,REP	73.70
				RENTS, LEASES, & REPAIRS	0181505810	5600	RENTS, LEASE,REP	177.10
				MATERIALS & SUPPLIES	0181505810	4300	MTLS & SUPPLIES	49.87
Check Total:								1,610.23
00825736	29	07/18/2017	29901600	HANCOCK, YOGANAGIE P				
				REIMB D.O. KITCHEN SUPPLIES	0100000730	4300	MTLS & SUPPLIES	19.30
Check Total:								19.30
00825737	29	07/18/2017	290907	HOME DEPOT CREDIT SERVICES				
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	38.46
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	95.56

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	31.61
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	12.85
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	127.94
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	134.05
				MATERIALS & SUPPLIES	0181505811	4300	MTLS & SUPPLIES	57.69
							Check Total:	498.16
00825738	29	07/18/2017	2901938	MINASIAN MEITH SOARES SEXTON C				
				PERSONNEL	0100000740	5810	LEGAL FEES	430.00
				NEGOTIATIONS	0100000712	5810	LEGAL FEES	150.50
							Check Total:	580.50
00825739	29	07/18/2017	290897	NOR CAL FOOD EQUIPMENT				
				RENTS, LEASES, & REPAIRS	1353100370	5600	RENTS, LEASE,REP	363.86
				29F029FS	1353100370	5800	PROF/CONSULT/OPE	100.00
				29F029FS	1353100370	4300	MTLS & SUPPLIES	1,196.46
							Check Total:	1,660.32
00825740	29	07/18/2017	290652	OFFICE DEPOT				
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	321.75
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	138.94
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	135.90
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	138.88
				MATERIALS & SUPPLIES	0111002270	4300	MTLS & SUPPLIES	8.05
				29F013LC	1261050100	4300	MTLS & SUPPLIES	169.17
				29F013LC	1261050100	4300	MTLS & SUPPLIES	66.27
				29F019SS	0130100105	4300	MTLS & SUPPLIES	118.48
				MATERIALS & SUPPLIES	0111003100	4300	MTLS & SUPPLIES	247.19
				MATERIALS & SUPPLIES	0111003100	4300	MTLS & SUPPLIES	17.15
				MATERIALS & SUPPLIES	0111003100	4300	MTLS & SUPPLIES	51.89
				MATERIALS & SUPPLIES	0111003100	4300	MTLS & SUPPLIES	540.50
				MATERIALS & SUPPLIES	0111003100	4300	MTLS & SUPPLIES	123.77
				K. SUNDERMAN	0111002100	4300	MTLS & SUPPLIES	275.40
				L. KITTLE	0111002100	4300	MTLS & SUPPLIES	43.62
				L. KITTLE	0111002100	4300	MTLS & SUPPLIES	13.06
				29F175SA	0130100105	4300	MTLS & SUPPLIES	8.57
				29F175SA	0130100105	4300	MTLS & SUPPLIES	15.00
				29F175SA	0130100105	4300	MTLS & SUPPLIES	756.06
				29F171DO	0130100720	4300	MTLS & SUPPLIES	36.47
				29F171DO	0100000730	4300	MTLS & SUPPLIES	72.29
							Check Total:	3,298.41
00825741	29	07/18/2017	291613	RAY MORGAN COMPANY				
				USAGE CHARGE	1353100370	5600	RENTS, LEASE,REP	316.95
				USAGE CHARGE	0105005360	5600	RENTS, LEASE,REP	42.13

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				USAGE CHARGE	0100000730	5600	RENTS, LEASE,REP	269.74
				BASE RATE CHARGE - 29F038LC	1261050100	5600	RENTS, LEASE,REP	134.06
				USAGE CHARGE - 29F038LC	1261050100	5600	RENTS, LEASE,REP	24.73
							Check Total:	787.61
00825742	29	07/18/2017	291458	RECOLOGY BUTTE COLUSA COUNTIES				
				COMMUNITY DAY SCHOOL	0101006820	5500	OPER/HOUSEKEEP	37.50
				DISTRICT OFFICE	0100000820	5500	OPER/HOUSEKEEP	37.50
				NELSON AVENUE SCHOOL	0100004820	5500	OPER/HOUSEKEEP	554.58
				MAINTENANCE YARD	0105005820	5500	OPER/HOUSEKEEP	75.00
				PLUMAS AVENUE SCHOOL	0100003820	5500	OPER/HOUSEKEEP	425.18
				POPLAR AVENUE SCHOOL	0100001820	5500	OPER/HOUSEKEEP	498.10
				SIERRA AVENUE SCHOOL	0100002820	5500	OPER/HOUSEKEEP	637.77
				TRANSFER STATION 505006	0100005820	5500	OPER/HOUSEKEEP	23.00
				TRANSFER STATION 505000	0100005820	5500	OPER/HOUSEKEEP	16.28
				TRANSFER STATION 505728	0100005820	5500	OPER/HOUSEKEEP	157.49
				TRANSFER STATION 505551	0100005820	5500	OPER/HOUSEKEEP	36.69
				NELSON AVE - 20 YD DEBRIS BOX	0100004820	5500	OPER/HOUSEKEEP	401.80
							Check Total:	2,900.89
00825743	29	07/18/2017	29901063	SOLANSKY, ROBYN SUZANNE				
				REIMB JUNE 2017 MILEAGE	1261050270	5200	TRAVEL & CONF	124.12
							Check Total:	124.12
00825744	29	07/18/2017	2901611	STAPLES CREDIT PLAN				
				29F026CD	0111006100	4300	MTLS & SUPPLIES	106.37
				29F026CD	0111006100	4300	MTLS & SUPPLIES	25.19
							Check Total:	131.56
00825745	29	07/18/2017	2901904	USI INC				
				29F161PL	0111003100	4300	MTLS & SUPPLIES	339.80
							Check Total:	339.80
00825746	29	07/18/2017	292006	VERIZON WIRELESS				
				Communications	1353100820	5900	Communications	69.75
				Communications	1353100820	5900	Communications	-6.33
				Communications	0100000730	5900	Communications	23.54
				Communications	0100000730	5900	Communications	-6.33
				Communications	0181505811	5900	Communications	55.50
				Communications	0181505811	5900	Communications	-6.33
				Communications	0100004820	5900	Communications	91.39
				Communications	0100004820	5900	Communications	-6.33
				Communications	0100001820	5900	Communications	47.84
				Communications	0100001820	5900	Communications	-6.33
				Communications	0100003820	5900	Communications	36.13

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				Communications	0100003820	5900	Communications	-6.34
				Communications	0100002820	5900	Communications	83.04
				Communications	0100002820	5900	Communications	-6.34
				Communications	0105005360	5900	Communications	18.95
				Communications	0105005360	5900	Communications	-6.34
							Check Total:	375.47
00825972	29	07/20/2017	290032	ACCULARM SECURITY SYSTEMS				
				SA MAIN OFFICE	0100002820	5500	OPER/HOUSEKEEP	546.00
				SA ROOMS 10-15	0100002820	5500	OPER/HOUSEKEEP	45.00
				NA OFFICE	0100004820	5500	OPER/HOUSEKEEP	237.00
				PA MAIN OFFICE	0100001820	5500	OPER/HOUSEKEEP	426.00
				PA ROOMS	0100001820	5500	OPER/HOUSEKEEP	45.00
				PL	0100003820	5500	OPER/HOUSEKEEP	360.00
				NA B WING	0100004820	5500	OPER/HOUSEKEEP	96.00
				NA ROOMS	0100004820	5500	OPER/HOUSEKEEP	210.00
				DO	0100000820	5500	OPER/HOUSEKEEP	111.00
				NA GYM	0100004820	5500	OPER/HOUSEKEEP	60.00
				NA GYM CELL BACKUP	0100004820	5500	OPER/HOUSEKEEP	15.00
				NA LIBRARY	0100004820	5500	OPER/HOUSEKEEP	60.00
				NA TECH LAB	0100004820	5500	OPER/HOUSEKEEP	96.00
				CDS	0101006820	5500	OPER/HOUSEKEEP	78.00
							Check Total:	2,385.00
00825973	29	07/20/2017	29SALESTAX	BOARD OF EQUALIZATION				
				SALES TAX FOR APRIL-JUNE 2017	1353100370	5800	PROF/CONSULT/OPE	89.00
							Check Total:	89.00
00825974	29	07/20/2017	290177	BUTTE COUNTY SHERIFF				
				JULY 2017 FINGERPRINTS	0100000740	5800	PROF/CONSULT/OPE	144.00
							Check Total:	144.00
00825975	29	07/20/2017	2901106	CCDAA				
				29G000LC-CCDAA 17/18 MEMBSHP	1261050270	5300	DUES & MBRSHIPS	300.00
							Check Total:	300.00
00825976	29	07/20/2017	2900087	DAWSON OIL CO				
				FUEL	0105005360	4340	FUEL	1,200.87
							Check Total:	1,200.87
00825977	29	07/20/2017	2901001	DEPT OF SOCIAL SERVICES				
				COMMUNITY CARE LICENSING FEES	1261050100	5300	DUES & MBRSHIPS	968.00
							Check Total:	968.00
00825978	29	07/20/2017	2901894	DEVEREUX FOUNDATION				
				EDUCATION FEES/1:1 SERVICES	0165000118	5800	PROF/CONSULT/OPE	4,384.92

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
Check Total:								4,384.92
00825979	29	07/20/2017	290677	EFFICIENT ENERGY CONCEPTS RENTS, LEASES, & REPAIRS	0181505811	5600	RENTS, LEASE,REP	487.00
Check Total:								487.00
00825980	29	07/20/2017	2901264	FASTENAL COMPANY MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	31.80
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	82.52
Check Total:								114.32
00825981	29	07/20/2017	2901875	FEATHER RIVER ROWING CLUB SUMMER SCHOOL 6/30 7/5 & 7/12	0130100105	5800	PROF/CONSULT/OPE	450.00
Check Total:								450.00
00825982	29	07/20/2017	2901221	FGL ENVIROMENTAL INORGANIC ANALYSIS	0105005360	5800	PROF/CONSULT/OPE	80.00
Check Total:								80.00
00825983	29	07/20/2017	2901051	FRONTLINE TECHNOLOGIES INC EMPLOYEES NOT NEEDING A SUB	0100000740	5800	PROF/CONSULT/OPE	1,176.48
				EMPLOYEES NEEDING A SUB	0100000740	5800	PROF/CONSULT/OPE	2,996.40
Check Total:								4,172.88
00825984	29	07/20/2017	290842	GRAPHIC FOX PO FORMS	0100000730	4300	MTLS & SUPPLIES	114.93
				PO FORMS	0111004270	4300	MTLS & SUPPLIES	76.61
				PO FORMS	0111001270	4300	MTLS & SUPPLIES	97.69
				PO FORMS	1261050270	4300	MTLS & SUPPLIES	17.24
Check Total:								306.47
00825985	29	07/20/2017	2901981	JAIME PRICKETT INDUSTRIAL STORMWATER PERMIT C	0181505811	5800	PROF/CONSULT/OPE	2,250.00
Check Total:								2,250.00
00825986	29	07/20/2017	291165	LRP PUBLICATIONS INC 29G007DO - NEWS SUB 2017-18	0165000312	5800	PROF/CONSULT/OPE	254.50
				29G007DO - SEC 504 COMPLIANCE	0165000312	5800	PROF/CONSULT/OPE	274.50
				29G007DO - SPEC ED 2017-18	0165000312	5800	PROF/CONSULT/OPE	354.50
Check Total:								883.50
00825987	29	07/20/2017	2901619	MCGRAW HILL SCHOOL EDUCATION H 29F054CT	0130100100	4100	TEXTBOOKS	1,951.78
				29F054CT	0130100100	4100	TEXTBOOKS	1,951.25
				29F054CT	0130100100	4100	TEXTBOOKS	1,454.40
Check Total:								5,357.43
00825988	29	07/20/2017	291307	MT SHASTA SPRING WATER				

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				MATERIALS & SUPPLIES	0101000314	4300	MTLS & SUPPLIES	2.15
				MATERIALS & SUPPLIES	0100000730	4300	MTLS & SUPPLIES	34.25
				MATERIALS & SUPPLIES	0100000730	4300	MTLS & SUPPLIES	19.35
				MATERIALS & SUPPLIES	0111002100	4300	MTLS & SUPPLIES	64.00
				MATERIALS & SUPPLIES	0111002100	4300	MTLS & SUPPLIES	23.60
				MATERIALS & SUPPLIES	1261050100	4300	MTLS & SUPPLIES	34.25
				MATERIALS & SUPPLIES	1261050100	4300	MTLS & SUPPLIES	23.60
				MATERIALS & SUPPLIES	0111001100	4300	MTLS & SUPPLIES	47.00
				MATERIALS & SUPPLIES	0111003100	4300	MTLS & SUPPLIES	2.15
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	4.25
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	13.15
				MATERIALS & SUPPLIES	0100005820	4300	MTLS & SUPPLIES	15.25
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	14.59
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	10.85
							Check Total:	308.44
00825989	29	07/20/2017	2901876	MYSTERY SCIENCE INC				
				29F132SA 2017-2018 MEMBERSHIP	0101502169	5800	PROF/CONSULT/OPE	999.00
				29F132SA 2018-2019 MEMBERSHIP	0101502169	9330	PREPAID EXPENSE	999.00
				29F132SA 2019-2020 MEMBERSHIP	0101502169	9330	PREPAID EXPENSE	999.00
							Check Total:	2,997.00
00825990	29	07/20/2017	2901554	NEW MANAGEMENT INC				
				29F077MA	0181505811	4300	MTLS & SUPPLIES	246.95
							Check Total:	246.95
00825991	29	07/20/2017	291707	SAFEGUARD FIRE PROTECTION				
				PROFESS/CONSULT SER & OPER EXP	0181505811	5800	PROF/CONSULT/OPE	115.04
				PROFESS/CONSULT SER & OPER EXP	0181505811	5800	PROF/CONSULT/OPE	267.68
				PROFESS/CONSULT SER & OPER EXP	0181505811	5800	PROF/CONSULT/OPE	592.65
				PROFESS/CONSULT SER & OPER EXP	0181505811	5800	PROF/CONSULT/OPE	134.62
				PROFESS/CONSULT SER & OPER EXP	0181505811	5800	PROF/CONSULT/OPE	145.88
							Check Total:	1,255.87
00825992	29	07/20/2017	2901513	SIERRA SCHOOL NPS				
				JUNE 2017 ESY	0165000118	5800	PROF/CONSULT/OPE	3,162.63
							Check Total:	3,162.63
00825993	29	07/20/2017	291779	SIGNS PLUS				
				29F157SA	0100002100	8699	OTHER LOCAL REV	13,565.56
							Check Total:	13,565.56
00825994	29	07/20/2017	29901690	SWARTZ, SUSAN G				
				DIRECT DEPOSIT RETURNED	0100000000	D049	REFUNDS TO DISTR	30.00
							Check Total:	30.00

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
00825995	29	07/20/2017	291918	THERMALITO WATER AND SEWER DIS				
				1.030.01	0100002820	5500	OPER/HOUSEKEEP	374.88
				2.082.01	0105005820	5500	OPER/HOUSEKEEP	35.18
				2.090.01	0100002820	5500	OPER/HOUSEKEEP	1,051.89
				4.105.01	0100004820	5500	OPER/HOUSEKEEP	766.34
				4.109.01	0100004820	5500	OPER/HOUSEKEEP	948.70
				4.111.01	0100004820	5500	OPER/HOUSEKEEP	405.22
				5.419.01	0101006820	5500	OPER/HOUSEKEEP	397.36
				6.238.01	0100000820	5500	OPER/HOUSEKEEP	308.28
				6.240.01	0100003820	5500	OPER/HOUSEKEEP	850.08
				7.181.01	0100001820	5500	OPER/HOUSEKEEP	435.73
							Check Total:	5,573.66
00825996	29	07/20/2017	2901968	U.S. BANK CORPORATE PAYMENT SY				
				SQ PROOKLYN BRIDGE CHICO CA	0100000740	4300	MTLS & SUPPLIES	14.70
				29F164DO - AMAZON	0100000740	4300	MTLS & SUPPLIES	53.63
				29F164DO - AMAZON	0100000740	4300	MTLS & SUPPLIES	847.28
				DOLLAR TREE	0100000740	4300	MTLS & SUPPLIES	7.51
				FOODMAX CAKE	0100000740	4300	MTLS & SUPPLIES	27.98
				PERPPERMILL ADV DEPOSIT RENO	0105005360	9330	PREPAID EXPENSE	582.04
				PEPPERMILL AD DEPOSIT RENO	0105005360	9330	PREPAID EXPENSE	582.04
				RALEY'S	0100000740	4300	MTLS & SUPPLIES	64.49
							Check Total:	2,179.67
00825997	29	07/20/2017	2900034	VALLEY TRUCK AND TRACTOR CO				
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	24.06
							Check Total:	24.06
00825998	29	07/20/2017	2900735	WELLS FARGO BANK				
				2017-2018 PAYING AGENT FEE	5100000910	7434	BOND INT OTHER	700.00
							Check Total:	700.00
00825999	29	07/20/2017	29PY2228	CALIF SCHOOL EMPLOYEES ASSOC.				
				17062 PY VENDOR	0100000000	D228	CSEA	45.11
				17062 PY VENDOR	1200000000	D228	CSEA	9.15
				17062 PY VENDOR	1300000000	D228	CSEA	18.24
							Check Total:	72.50
00826000	29	07/20/2017	29PY2229	CSEA SERVICE CHARGE				
				17062 PY VENDOR	0100000000	D229	CSEA SERV CHARGE	1.08
							Check Total:	1.08
00826004	29	07/20/2017	29SALETX	STATE BOARD OF EQUALIZATION				
				29F050SA	0101502100	4300	MTLS & SUPPLIES	18.48
				29F050SA	0101502100	4300	MTLS & SUPPLIES	27.72
				29F050SA	0101502100	4300	MTLS & SUPPLIES	23.76

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				29F050SA	0101502100	4300	MTLS & SUPPLIES	27.39
				29F050SA	0101502100	4300	MTLS & SUPPLIES	27.72
				29F057PL	0101503100	4300	MTLS & SUPPLIES	8.32
				29F081SA	0111002820	4300	MTLS & SUPPLIES	108.22
				29F099SA	0101502100	4200	BOOKS - OTHER	21.75
				29F090SA	0101502100	4200	BOOKS - OTHER	21.75
				29F027SA	0130102100	4200	BOOKS - OTHER	9.75
				29F139SA	0101502115	4200	BOOKS - OTHER	7.25
				29F109PL	0101503169	4300	MTLS & SUPPLIES	26.52
				29F112PL	0111003100	4300	MTLS & SUPPLIES	17.38
				29F161NA	0111004100	4300	MTLS & SUPPLIES	11.45
				29F107PL	0101503169	4300	MTLS & SUPPLIES	99.76
				29F002SA	0130102100	4200	BOOKS - OTHER	17.18
				29F011PA	0101501245	4300	MTLS & SUPPLIES	4.50
				29F003FS	1353200370	4300	MTLS & SUPPLIES	145.42
				29F087SA	0101502313	4400	NON-CAP EQUIPMNT	120.49
				29F089SA	0101502242	4300	MTLS & SUPPLIES	26.24
				29F057PL	0101503100	4300	MTLS & SUPPLIES	2.82
				29F150SA	0101502107	4300	MTLS & SUPPLIES	4.35
				29F028PA	0101501100	4300	MTLS & SUPPLIES	17.55
				29F028PA	0101501100	4300	MTLS & SUPPLIES	14.03
				29F028PA	0101501100	4300	MTLS & SUPPLIES	7.98
				29F028PA	0101501100	4300	MTLS & SUPPLIES	13.39
				29F067PL	0111003100	4300	MTLS & SUPPLIES	47.39
				29F028LC	1261050100	4300	MTLS & SUPPLIES	19.14
				29F100NA	0101504130	4300	MTLS & SUPPLIES	3.63
				29F100NA	0101504130	4300	MTLS & SUPPLIES	1.45
				29F082SA	0101502100	4200	BOOKS - OTHER	5.80
				29E038LC	1261050100	4300	MTLS & SUPPLIES	25.80
				29F112SA	0101502100	4300	MTLS & SUPPLIES	11.84
				29F078PL	0111003100	4300	MTLS & SUPPLIES	32.59
				29F075DO	0165000119	4300	MTLS & SUPPLIES	35.31
				29F059DO	0100000316	4300	MTLS & SUPPLIES	27.29
				29F107DO	0165000312	4300	MTLS & SUPPLIES	31.54
				29F109DO	0165000312	4300	MTLS & SUPPLIES	17.91
				29F030SA	0130102100	4300	MTLS & SUPPLIES	8.25
				29F028SA	0111002100	4300	MTLS & SUPPLIES	26.69
				29F042PL	0101503100	4300	MTLS & SUPPLIES	26.52
				29F040SA	0101502313	4300	MTLS & SUPPLIES	40.50
				29F080DO	0100000730	4300	MTLS & SUPPLIES	23.23
				29F051PL	0111003100	4300	MTLS & SUPPLIES	6.05
				29F039SA	0111002270	4300	MTLS & SUPPLIES	4.66
				29F031MA	0181505811	4400	NON-CAP EQUIPMNT	90.98



**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				29F011FS	1353100370	4300	MTLS & SUPPLIES	107.63
				29F011FS	1353200370	4300	MTLS & SUPPLIES	227.73
				29F045SA	0101502100	4300	MTLS & SUPPLIES	7.50
				29F028PL	0130103100	4300	MTLS & SUPPLIES	67.57
				29F060SA	0101502100	4300	MTLS & SUPPLIES	11.43
				29F047SA	0130102100	4300	MTLS & SUPPLIES	34.36
				29F004SA	0101502100	4300	MTLS & SUPPLIES	23.26
				29F069PL	0111003100	4300	MTLS & SUPPLIES	17.42
				29F072SA	0101502100	4200	BOOKS - OTHER	10.73
				29F071NA	0190100311	4300	MTLS & SUPPLIES	16.25
				29F077DO	0156400315	4300	MTLS & SUPPLIES	88.52
				29F110SA	0101502313	4300	MTLS & SUPPLIES	69.54
				29F061PA	0111001270	4300	MTLS & SUPPLIES	8.12
				29F052CT	0142030100	4200	BOOKS - OTHER	164.43
				29F164PL - ECO QUEST BOOKS	0101502160	4200	BOOKS - OTHER	20.03
				29F164PL - ECO QUEST BOOKS	0101501160	4200	BOOKS - OTHER	12.96
				29F164PL - ECO QUEST BOOKS	0101503160	4200	BOOKS - OTHER	12.01
				29E167DO	0100000316	4300	MTLS & SUPPLIES	14.98
				29E120DO	0100000316	4300	MTLS & SUPPLIES	8.32
				29F080MA	0101000811	4300	MTLS & SUPPLIES	34.87
				29F093NA	0101504313	4300	MTLS & SUPPLIES	42.76
				29F055PA - LAUREN ALBERT	0101501115	4200	BOOKS - OTHER	14.46
				29F119PL	0111003100	4300	MTLS & SUPPLIES	3.37
				29E121PA	0101501313	4200	BOOKS - OTHER	14.96
				29F107DO	0165000312	5300	DUES & MBRSHIPS	25.23
				29F077SA	0101502100	4300	MTLS & SUPPLIES	9.00
				29F009CD	0100006820	4300	MTLS & SUPPLIES	6.46
				29F078PL	0111003100	4300	MTLS & SUPPLIES	1.09
				29F079PL	0101503100	4300	MTLS & SUPPLIES	17.32
				29F150PL	0101503169	4300	MTLS & SUPPLIES	63.25
				29F162PL	0111003100	4300	MTLS & SUPPLIES	42.98
				29F076PA	0101501107	4300	MTLS & SUPPLIES	13.05
				29F033SA	0111002270	4300	MTLS & SUPPLIES	53.53
				29F078SA	0111002270	4300	MTLS & SUPPLIES	23.31
				29F041SA	0130102100	4200	BOOKS - OTHER	11.48
				29F009PA	0101501115	4300	MTLS & SUPPLIES	19.49
				29F126SA	0101502100	4300	MTLS & SUPPLIES	23.73
				29F082PL	0111003100	4300	MTLS & SUPPLIES	8.12
				29F014SA	0101502313	4300	MTLS & SUPPLIES	41.46
				29F014PL	0101503100	4300	MTLS & SUPPLIES	20.62
				29F013PL	0101503100	4300	MTLS & SUPPLIES	31.89
				29F012SA	0130102100	4300	MTLS & SUPPLIES	18.90
				29F044MA	0100005820	4300	MTLS & SUPPLIES	14.49

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				29F046PA	0101501100	4300	MTLS & SUPPLIES	25.81
				29F122SA	0130102100	4200	BOOKS - OTHER	6.53
				29F111SA	0130102115	4200	BOOKS - OTHER	16.10
				29F111SA	0130102115	4200	BOOKS - OTHER	5.15
				29F121SA	0130102115	4200	BOOKS - OTHER	16.31
				29F061PL	0111003100	4300	MTLS & SUPPLIES	25.73
				29F044SA	0101502100	4200	BOOKS - OTHER	12.38
				29F152SA - ED GREGORIO	0111002270	4200	BOOKS - OTHER	14.86
				29F162SA	0101502313	4300	MTLS & SUPPLIES	93.17
				29F133PL	0111003100	4300	MTLS & SUPPLIES	8.37
				29F074MA	0100005820	4300	MTLS & SUPPLIES	6.46
				29F068PA	0142030721	4200	BOOKS - OTHER	164.43
				29F095PL	0111003100	4300	MTLS & SUPPLIES	63.21
				29F103PL	0111003100	4300	MTLS & SUPPLIES	17.76
				29F080PL	0101503115	4300	MTLS & SUPPLIES	191.16
				29F154DO	0100000730	4300	MTLS & SUPPLIES	22.45
				29F088PL	0130100249	4300	MTLS & SUPPLIES	14.64
				29F094PL	0101503115	4300	MTLS & SUPPLIES	20.72
				29F130SA	0130102115	4200	BOOKS - OTHER	21.68
				29F024FS	1353100370	4300	MTLS & SUPPLIES	31.90
				29F024FS	1353200370	4300	MTLS & SUPPLIES	51.84
				29F106SA	0130102100	4200	BOOKS - OTHER	21.75
				29F114SA	0130102100	4200	BOOKS - OTHER	21.75
				29F108SA	0111002270	4300	MTLS & SUPPLIES	22.47
				29F107SA	0111002270	4300	MTLS & SUPPLIES	47.62
				29F101NA	0190100311	4200	BOOKS - OTHER	6.78
				29F052TR	0105005360	4300	MTLS & SUPPLIES	4.28
				29F071PA	0111001100	4300	MTLS & SUPPLIES	9.85
				29F065PA	0111001270	4300	MTLS & SUPPLIES	10.79
				29F164SA	0111002100	4300	MTLS & SUPPLIES	29.26
				29F125PL - GINA NEWSOM-WANG	0101503115	4200	BOOKS - OTHER	36.18
				29F088SA	0101502100	4300	MTLS & SUPPLIES	18.90
				29F074SA	0101502100	4200	BOOKS - OTHER	11.03
				29F035LC	1261050100	4300	MTLS & SUPPLIES	54.17
							Check Total:	3,921.84
00826232	29	07/25/2017	290150	A-Z BUS SALES INC				
				NON-CAPITALIZED EQUIPMENT	0105005360	4400	NON-CAP EQUIPMNT	548.07
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	70.27
				MATERIALS & SUPPLIES	0105005360	4300	MTLS & SUPPLIES	81.37
							Check Total:	699.71
00826233	29	07/25/2017	290419	CLARK PEST CONTROL				
				NELSON AVENUE	0100005820	5500	OPER/HOUSEKEEP	215.00

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				PLUMAS AVENUE	0100005820	5500	OPER/HOUSEKEEP	55.00
				POPLAR AVENUE	0100005820	5500	OPER/HOUSEKEEP	189.00
				SIERRA AVENUE	0100005820	5500	OPER/HOUSEKEEP	189.00
				COMMUNITY DAY SCHOOL	0100005820	5500	OPER/HOUSEKEEP	95.00
							Check Total:	743.00
00826234	29	07/25/2017	29901349	DENNISON, JOYCE A				
				REIMB STN CONFERENCE RENO	0105005360	5200	TRAVEL & CONF	290.97
							Check Total:	290.97
00826235	29	07/25/2017	290797	GAYNOR TELESYSTEMS INC				
				SERVICE CALL ON 6/29/17	0100000820	5600	RENTS, LEASE,REP	92.00
							Check Total:	92.00
00826236	29	07/25/2017	29900993	HARRINGTON, WILLIAM LAWRENCE				
				REIMB STUDENT MOVIE TICKETS	0130100105	5800	PROF/CONSULT/OPE	156.00
							Check Total:	156.00
00826237	29	07/25/2017	2901983	LANGUAGE LIZARD, LLC				
				29F145PL	0101503120	4200	BOOKS - OTHER	461.30
				29F146PL	0101503120	4200	BOOKS - OTHER	210.85
							Check Total:	672.15
00826238	29	07/25/2017	29901585	SMITH, MARNIE L				
				REIMB STUDENT MOVIE TICKETS	0130100105	5800	PROF/CONSULT/OPE	171.00
							Check Total:	171.00
00826239	29	07/25/2017	29901527	SMITH, SONYA D				
				REIMB JUNE 2017 MILEAGE	0130103110	5200	TRAVEL & CONF	44.08
							Check Total:	44.08
00826483	29	07/27/2017	2901773	ACCOUNTING UNIT				
				2017 EPA NUMBER FEES	0105005360	5800	PROF/CONSULT/OPE	222.50
							Check Total:	222.50
00826484	29	07/27/2017	290110	APPLE INC				
				29F156PL	0101503107	4400	NON-CAP EQUIPMNT	1,731.71
							Check Total:	1,731.71
00826485	29	07/27/2017	2901212	BUTTE COUNTY PUBLIC HEALTH DIV				
				2017 CUPA PROGRAM	0105005360	5800	PROF/CONSULT/OPE	717.00
							Check Total:	717.00
00826486	29	07/27/2017	2900732	CALIFORNIA SCHOOL BOARD ASSOCI				
				CSBA MEMBERSHIP 2017-2018	0100000710	5300	DUES & MBRSHIPS	6,753.00
				ELA MEMBERSHIP 2017-2018	0100000710	5300	DUES & MBRSHIPS	1,688.00
							Check Total:	8,441.00

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
00826487	29	07/27/2017	29PY1083	CALIFORNIAS VALUED TRUST				
				AUGUST 2017 HEALTH BENEFITS	0100000000	C792	CENTRAL VLY TRT	163,017.27
				AUGUST 2017 HEALTH BENEFITS	1200000000	C792	CENTRAL VLY TRT	8,833.90
				AUGUST 2017 HEALTH BENEFITS	1300000000	C792	CENTRAL VLY TRT	9,840.87
							Check Total:	181,692.04
00826488	29	07/27/2017	2900215	CODESP				
				ANNUAL MEMBERSHIP 2017-2018	0100000740	5800	PROF/CONSULT/OPE	2,050.00
							Check Total:	2,050.00
00826489	29	07/27/2017	2901714	CUE INC				
				CUE FALL CONF - JEFF MITCHELL	0130103110	5200	TRAVEL & CONF	490.00
				CUE FALL CONF - EME MOUA	0130103110	5200	TRAVEL & CONF	490.00
				CUE FALL CONF - JEN TROTTER	0130103110	5200	TRAVEL & CONF	265.00
							Check Total:	1,245.00
00826490	29	07/27/2017	290712	ESPLANADE OFFICE				
				29F174NA	0111004270	4400	NON-CAP EQUIPMNT	1,937.56
							Check Total:	1,937.56
00826491	29	07/27/2017	2900053	ETS EDUCATIONAL TESTING SERVIC				
				29F167DO	0100000316	4300	MTLS & SUPPLIES	203.94
							Check Total:	203.94
00826492	29	07/27/2017	290797	GAYNOR TELESYSTEMS INC				
				29F073MA	0100050720	4300	MTLS & SUPPLIES	606.96
							Check Total:	606.96
00826493	29	07/27/2017	2901884	GIRARD AND EDWARDS ATTORNEYS A				
				ATTORNEY FEES	0165000210	5810	LEGAL FEES	2,275.00
							Check Total:	2,275.00
00826494	29	07/27/2017	290799	GONZALO CUIEL				
				29F082MA	0105005810	4300	MTLS & SUPPLIES	455.60
							Check Total:	455.60
00826495	29	07/27/2017	2901905	HAPARA INC				
				17/18 SUBSCRIPTION	0101504107	5800	PROF/CONSULT/OPE	2,227.50
							Check Total:	2,227.50
00826496	29	07/27/2017	290915	HOUGHTON MIFFLIN COMPANY				
				29G000CT	0163000100	4300	MTLS & SUPPLIES	200.58
							Check Total:	200.58
00826497	29	07/27/2017	291017	JOHN BENNETT CREATIVE SERVICES				
				MENU MAGIC SUBSCRIPTION 17/18	1353100370	5800	PROF/CONSULT/OPE	495.00
							Check Total:	495.00

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
00826498	29	07/27/2017	2901405	MANAGER PLUS 17/18 TRANSP WORK PROGRAM	0105005360	5800	PROF/CONSULT/OPE	449.00
							Check Total:	449.00
00826499	29	07/27/2017	2900366	NATIONAL ASSOC OF SHOOL PSYCHO 2017-18 MEMBSHIP FOR K. TODD	0165000312	5300	DUES & MBRSHIPS	210.00
							Check Total:	210.00
00826500	29	07/27/2017	290652	OFFICE DEPOT 29G015DO 29G015DO	0100000730 0100000740	4300 4300	MTLS & SUPPLIES MTLS & SUPPLIES	23.17 49.48
							Check Total:	72.65
00826501	29	07/27/2017	2900575	PCS REVENUE CONTROL SYSTEM INC ANNUAL SERVICE CONTRACT 17/18	1353100370	5800	PROF/CONSULT/OPE	3,999.00
							Check Total:	3,999.00
00826502	29	07/27/2017	2901669	SANTA CLARITA VALLEY SCH FOOD 17/18 SUPER CO-OP MEMBERSHIP	1353100370	5300	DUES & MBRSHIPS	86.25
							Check Total:	86.25
00826503	29	07/27/2017	2901972	SARAH SARGENT TRANSPORTATION JUNE 2017	0105005361	5200	TRAVEL & CONF	509.32
							Check Total:	509.32
00826504	29	07/27/2017	2900495	SCHOLASTIC BOOK CLUB 29F059PA - AL KREITZER 29F126PL - ALICIA NIETO 29F126PL - ALICIA NIETO 29F126PL - ALICIA NIETO 29F127SA - KERRIE SUNDERMAN 29F127PL - SONYA SMITH 29F127PL - SONYA SMITH 29F160SA - LISA KITTLE 29F124PL - JENNIFER TROTTER 29F124PL - JENNIFER TROTTER 29F172SA - LISA PRICE 29F122PL - EME MOUA 29F122PL - EME MOUA 29F161SA - RENEE HAMILTON	0101501115 0101503115 0101503115 0101503115 0101503115 0130102115 0101503115 0101503115 0101502115 0101503115 0101503115 0130102115 0101503115 0101503115 0101502115	4200 4200 4200 4200 4200 4200 4200 4200 4200 4200 4200 4200 4200 4200 4200	BOOKS - OTHER BOOKS - OTHER BOOKS - OTHER BOOKS - OTHER BOOKS - OTHER BOOKS - OTHER BOOKS - OTHER BOOKS - OTHER BOOKS - OTHER BOOKS - OTHER BOOKS - OTHER BOOKS - OTHER BOOKS - OTHER BOOKS - OTHER BOOKS - OTHER	200.00 229.00 403.00 360.00 300.00 232.00 768.00 240.00 444.00 56.00 300.00 283.00 217.00 265.00
							Check Total:	4,297.00
00826505	29	07/27/2017	291737	SCHOLASTIC INC 29F072PA	0101501115	4200	BOOKS - OTHER	194.44
							Check Total:	194.44
00826506	29	07/27/2017	2901738	SECURE BY DESIGN INC				

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				29G006DO - RENEWAL 2017-18	0100000242	5800	PROF/CONSULT/OPE	708.00
							Check Total:	708.00
00826507	29	07/27/2017	291845	STATE BOARD OF EQUALIZATION FUEL TAX FOR APR-JUN 2017	0105005360	5800	PROF/CONSULT/OPE	21.14
							Check Total:	21.14
00826508	29	07/27/2017	2901885	STN MEDIA GROUP 29G001TR - J. DENNISON/E.WHITE	0105005360	5200	TRAVEL & CONF	963.90
							Check Total:	963.90
00826509	29	07/27/2017	2901982	TANGIBLE PLAY INC 29F155PL	0101503107	4300	MTLS & SUPPLIES	2,380.00
							Check Total:	2,380.00
00826510	29	07/27/2017	290491	TYLER TECHNOLOGIES INC VERSA TRANS 2017-2018	0105005360	5800	PROF/CONSULT/OPE	3,722.25
							Check Total:	3,722.25
00826511	29	07/27/2017	2900641	VOLTAGE SPECIALISTS CDS ANNUAL MONITORING 17/18 PLUMAS ANNUAL MONITORING 17/18	0101006839	5800	PROF/CONSULT/OPE	328.00
					0100003839	5800	PROF/CONSULT/OPE	328.00
							Check Total:	656.00
00826512	29	07/27/2017	29PY2101	AMERICAN FIDELITY ASSURANCE 17071 PY VENDOR 17071 PY VENDOR 17071 PY VENDOR	0100000000	D102	AMERICAN FIDELTY	116.63
					1200000000	D102	AMERICAN FIDELTY	23.70
					1300000000	D102	AMERICAN FIDELTY	168.00
							Check Total:	308.33
00826513	29	07/27/2017	29PY2614	AMERICAN FIDELITY ASSURANCE 17071 PY VENDOR	0100000000	D614	DEPN DNT CARE Caf	416.66
							Check Total:	416.66
00826514	29	07/27/2017	29PY2669	AMERICAN FIDELITY ASSURANCE CO 17071 PY VENDOR	0100000000	D669	UNREIMBRSD MED C	75.00
							Check Total:	75.00
00826515	29	07/27/2017	29PY1105	ASSOC OF CALIF SCHOOL ADMINIST 17071 PY VENDOR 17071 PY VENDOR	0100000000	C105	ASSN OF CALIF	655.43
					1200000000	C105	ASSN OF CALIF	62.25
							Check Total:	717.68
00826516	29	07/27/2017	29PY2552	BUTTE COUNTY SHERIFF 17071 PY VENDOR	0100000000	D552	BUTTE CO SHERIFF	556.28
							Check Total:	556.28
00826517	29	07/27/2017	29PY2228	CALIF SCHOOL EMPLOYEES ASSOC.				

**Detailed Check Register - Accounts Payable Only**  
**THERMALITO UNION SCHOOL DISTRICT**

Check#	Ck ID	Check Dt	Payee ID/Name	Description	OrgKey	Object	Obj Description	Check Amount
				17071 PY VENDOR	0100000000	D228	CSEA	98.51
				17071 PY VENDOR	1200000000	D228	CSEA	0.41
				17071 PY VENDOR	1300000000	D228	CSEA	9.19
							Check Total:	108.11
00826518	29	07/27/2017	29PY2216	CALIF TEACHERS ASSN DUES				
				17065 CM VENDOR	0100000000	D216	CTA DUES	84.30
							Check Total:	84.30
00826519	29	07/27/2017	29PY2229	CSEA SERVICE CHARGE				
				17071 PY VENDOR	0100000000	D229	CSEA SERV CHARGE	22.97
				17071 PY VENDOR	1200000000	D229	CSEA SERV CHARGE	13.78
							Check Total:	36.75
00826520	29	07/27/2017	29PY2554	FRANCHISE TAX BOARD				
				17071 PY VENDOR	0100000000	D554	FRANCHISE TAX BD	200.00
				17071 PY VENDOR	1200000000	D554	FRANCHISE TAX BD	75.00
							Check Total:	275.00
00826521	29	07/27/2017	29PY2249	THERMALITO TEACHERS ASSOC				
				17065 CM VENDOR	0100000000	D249	THERM TCH ASSOC	16.00
							Check Total:	16.00
00826522	29	07/27/2017	29PY2667	UNITED WAY OF NORTHERN CALIFOR				
				17071 PY VENDOR	0100000000	D667	UNITED WAY	20.00
							Check Total:	20.00
							Grand Total:	847,848.12



## BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Robyn Solansky, CDC Coordinator

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MEETING DATE: **August 10, 2017**

TOPIC: 2017-2018 Fundraisers

DESCRIPTION: TLC Preschool is requesting the Board's permission to participate in the following fundraisers:

Fundraiser	Sponsoring Group	Dates
T-Shirts Sales	TLC	September-May
Ice cream (Health & Wellness Plan Approved)	TLC	Each Friday after lunch throughout the school year.
Bake sales	PAC	September-May
Dutch Mills Bulbs	PAC /TLC	October/March
Holiday Bazaar & gifts from catalogs (i.e. candles, decorations, etc.)	PAC/TLC	November/December February/March
Food Maxx Shares Cards	TLC Preschool	September-May
Art to Remember	TLC	Spring

FUNDING: N/A





## BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Lisa Cruikshank, Director of Special Projects

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MEETING DATE: **August 10, 2017**

TOPIC: Curriculum and Instruction Leaders Academy

DESCRIPTION: I am requesting Board approval to attend 80 hours of Curriculum and Instruction professional learning that will occur over eight weekends throughout the school year. These Academy sessions are particularly useful for leaders managing changes for the implementation of new standards, meeting diverse student needs and complying with new accountability mandates. ASCA Leaders Academy focuses on strategies for developing effective instructional practices based on current student learning and assessment theories. This academy strengthens instructional leader skills needed to address new California standard-based reforms, including assessment, curriculum, monitoring and evaluation of instructional programs for schools and districts, all within the context of state and federal requirements of the Local Control Funding Formula (LCFF) and the new Every Student Succeeds Act (ESSA). The eight weekend Academy dates are September 22-23, October 6-7, November 17-18, December 15-16, 2017, January 26-27, February 23-24, March 23-24, and April 27-28, 2018 in Redding, California. As an ASCA member, the registration fee is \$1,590 which is half the original price.

FUNDING: LCFF S/C \$3,200

*Thermalito Schools.....Moving Forward*

# Curriculum & Instruction Leaders Academy

---

## **Intended Audience**

*Superintendents, Assistant Superintendents of Instruction; Project Directors, Curriculum Directors, Intervention Specialists; Site Administrators; District and County Office Administrators including those aspiring to central office curriculum and instructional leadership; School Board Members*

The ACSA Curriculum and Instructional Leaders Academy introduces participants to a variety of strategies for developing effective instructional practices based on current student learning and assessment theories. Presentations and discussion sessions are conducted by an experienced faculty of current practitioners. This academy enables new or aspiring curriculum and instructional leaders to experience and begin to develop fundamental skills needed to address standard-based reforms, including assessment, curriculum, monitoring and evaluation of instructional programs for their schools and districts within the context of local control accountability planning and the Local Control Funding Formula (LCFF). For CTC-approved Clear Administrative Services Credential programs, and with prior approval of the credentialing program leadership, academy hours may be used toward completing annual required professional development requirements.

## **Specific themes include:**

- Quality instruction for all
- Meeting diverse student need
- State and federal mandates and accountability
- Personalizing learning in standards-based systems
- Instructional materials selection (traditional, online, electronic, open-source)
- Meeting "categorical" needs with "flexible" funding (Local Control and Accountability Plan - LCAP)
- From transition to implementation of the California State Standards for ELA, ELD, Math and Next Generation Science
- Student assessments: formative and summative (SBAC)
- The changing world of teacher and program evaluation
- Literacy in all subject areas
- Leading system change and transition

Academy sessions are particularly useful for educators managing changes that lead to the implementation of standards, assessment and accountability. Participants experience 80 hours of professional learning over eight weekend sessions.

The academy meets on Friday evenings, 5:00 p.m. to 9:00 p.m., and Saturdays, 8:30 a.m. to 3:30 p.m.\* The extensive course syllabus and materials each participant receives are an exceptional resource for ongoing reference.

\*Please note that Saturday hours for this academy may vary.

## **Dates/Locations:**

### **Costa Mesa**

Orange County Department of Education, 200 Kalmus Drive, Costa Mesa, CA 92626

Director - Darlene Messinger

September 15-16, 2017; October 13-14; December 1-2; January 19-20, 2018; February 2-3; March 2-3; April 6-7; May 4-5

**Monrovia**

Monrovia USD, Board Room, 325 E. Huntington Drive, Monrovia, CA 91016

Director – Sue Kaiser

September 15-16, 2017; October 13-14; November 17-18; December 15-16; January 19-20, 2018;  
February 9-10\*; March 2-3; April 13-14

\*New dates

**Region 1\***

Shasta COE Professional Development Center, Shasta Hall, 2985 Innsbruck Drive, Redding, CA 96003

Director – Chris Dell

September 22-23, 2017; October 6-7; November 17-18; December 15-16; January 26-27, 2018;  
February 23-24; March 23-24; April 27-28

\*This academy will be co-located among three county offices of education in Region 1: Del Norte (Crescent City), Humboldt (Eureka) and Shasta (Redding). All participants will meet in Redding for the September and April weekends (#1 and #8) of the academy. When registering, each participant will select one county office location as the "home" location for weekends #2 through #7.

**Sun Valley**

Local District Northeast, Administrative Offices, 8401 Arleta Avenue, Sun Valley, CA 91352

Directors – Jack Bagwell & Veronica Arreguin

September 15-16, 2017; October 13-14; December 1-2; January 26-27, 2018; February 23-24;  
March 16-17; April 13-14; May 4-5

**Visalia**

Tulare COE, 6200 S. Mooney Boulevard, Visalia, CA 93277

Directors – Guadalupe Solis & Jennifer Francone

August 25-26, 2017; September 22-23; October 20-21; November 17-18; January 19-20, 2018;  
February 2-3; March 2-3; April 13-14

**Fees:**

Region 1

ACSA Member: \$1,590

Non-Member: \$3,180

All Other Locations

ACSA Member: \$1,365

Non-Member: \$2,730

**Registration Information:**

[Register online](#)



## BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Stacie Schuman

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MEETING DATE: **August 10, 2017**

TOPIC: Power of One Anti-Bullying Assembly

DESCRIPTION: With the Board's approval, we would like Sorren Bennick Productions, Inc. to present two Anti-Bullying assemblies on November 7, 2017. During their engaging presentations, the group will not only discuss anti-bullying but will offer skills and strategies to empower students to stand up for themselves and others when they do see bullying.

FUNDING: LCFF Funding: \$850.00; 01 0150 3830 5800

# Thermalito Union School District

## CONSULTANT AGREEMENT

This agreement is entered as of this 7<sup>th</sup> day of **June, 2017** by and between the Thermalito Union School District, hereinafter referred to as "District", and **Sorren Bennick Productions, Inc**, hereinafter referred to as "Consultant".

### I. PURPOSE

- A. Whereas, California Government Code Section 53060 provides authority for a school district to contract with any person for the furnishing of special services and advice if such persons are specially trained, experienced and competent to perform the special services required:
- B. Whereas, Consultant is specially trained and experience in the area of ***providing engaging assemblies focused on anti-bullying and empowering students to stand up and support one another against bullying behavior.***
- C. Whereas, the District recognizes the need.

### II. NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. Name, address and phone # of consultant:

**Sorren Bennick Productions, Inc.**  
**1350 East Flamingo Road #721**  
**Las Vegas, NV 89119**

***Phone 866-816-5808, FAX 917-591-3113,***  
***info@SorenBennick.com***  
Social Security # OR

***71-1047465***  
Company's ID #

- B. Type of services to be provided:

**2** Assemblies (topic) : ***Power of One Anti-bullying***  
Staff Development (topic) \_\_\_\_\_  
Other \_\_\_\_\_

- C. Term: The consultant shall provide services on ***November 7, 2017 at 1:30pm and 2:15 pm.***
- D. Payment. Consultant shall be reimbursed by the District at a rate which includes travel expenses. The cost to the District and reimbursement to Consultant pursuant to this agreement shall not exceed ***\$850.00*** absent written agreement from the District. Payment shall be made upon receipt of an invoice from the Consultant which details service rendered and/or costs incurred if payment includes materials, lodging, or mileage.
- E. Special provisions or assistance needed for the Consultant to perform services: ***NONE***

III. CONDITIONS:

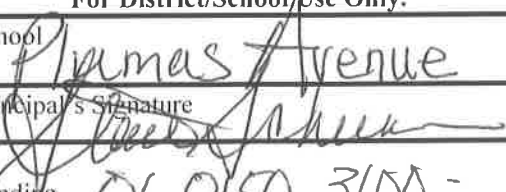
- A. Assignment and Transfer: Consultant shall not assign or transfer this agreement or any interest therein to any other party without first having obtained the written consent of the District. Consultant shall personally perform all services required hereunder, unless written permission otherwise is obtained from the District.
- B. Sensitive Issues: Consultant will, in the performance of this contract, refrain from actions or remarks pertaining to race, religion, gender or use of profanity, which would reflect negatively upon individuals or groups or be offensive to others.
- C. Independent Contractor: At all times during the terms of this agreement, Consultant shall be an independent contractors and shall not be an employee of the District. District shall have the right to control Consultant insofar as the results of Consultant's services rendered pursuant to this agreement. Consultant is specifically responsible for obtaining worker's compensation insurance, at his/her option, and the District is not responsible for providing such coverage.
- D. Hold Harmless: Consultant shall save and hold harmless, defend, and indemnify the District from any and all liability and expense on account of any suits, verdicts, judgements, costs or claims of any nature arising out of or in any way connected with Consultant's activities upon District property. Consultant shall obtain liability insurance in an amount sufficient to meet the conditions of this agreement as is set forth herein.
- E. Applicable Law: This agreement is subject to all applicable laws of the State of California, all of which are made a part of the terms and conditions of this agreement as is set forth herein.
- F. Entire Agreement: This agreement is the full and entire agreement between the parties and no other oral agreements exist between the parties. No alterations or amendments in this agreement shall be made except in writing and signed by both the District and the Consultant.
- G. Discontinue Contract: Either party may discontinue this contract with thirty (30) day notice should funding be eliminated or reduced by federal, state or grant cuts.

\_\_\_\_\_  
Thermalito Union School District  
Gregory Blake, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Date

For District/School Use Only.	
School	Plumas Avenue
Principal's Signature	
Funding	01 0150 3100 -
Director of Finance	
PURCHASE ORDER #	

Justification
This assembly will educate students on what bullying is and will provide them with skills/techniques to stand up for themselves and others.



## BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Katie Todd, Director of Special Education

---

MEETING DATE: **August 10, 2017**

TOPIC: Sierra School of Butte County, Nonpublic School Master Contract 2017-2018

DESCRIPTION: This agreement is between Thermalito and Sierra School of Butte County, Nonpublic School. The intent is to provide special education services to children with disabilities whose emotional/behavioral needs cannot be met in lesser restrictive environments.

FUNDING: Special Education

NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

*2017-2018*



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA BUTTE COUNTY SELPA

Contract Year 2017-2018

X Nonpublic School  
       Nonpublic Agency

## **Type of Contract:**

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

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

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

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

## **TABLE OF CONTENTS**

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	8
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS	14
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF STUDENT FROM PROGRAM	18

40. PARENT ACCESS .....	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT .....	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS .....	19
43. STATE MEAL MANDATE .....	20
44. MONITORING .....	20

#### **IV. PERSONNEL**

45. CLEARANCE REQUIREMENTS .....	21
46. STAFF QUALIFICATIONS .....	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS .....	22
48. STAFF ABSENCE .....	22
49. STAFF PROFESSIONAL BEHAVIOR .....	23

#### **V. HEALTH AND SAFETY MANDATES**

50. HEALTH AND SAFETY .....	23
51. FACILITIES AND FACILITIES MODIFICATIONS .....	23
52. ADMINISTRATION OF MEDICATION .....	24
53. INCIDENT/ACCIDENT REPORTING .....	24
54. CHILD ABUSE REPORTING .....	24
55. SEXUAL HARASSMENT .....	24
56. REPORTING OF MISSING CHILDREN .....	24

#### **VI. FINANCIAL**

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES .....	25
58. RIGHT TO WITHHOLD PAYMENT .....	26
59. PAYMENT FROM OUTSIDE AGENCIES .....	27
60. PAYMENT FOR ABSENCES .....	27
61. INSPECTION AND AUDIT .....	28
62. RATE SCHEDULE .....	28
63. DEBARMENT CERTIFICATION .....	29

EXHIBIT A: RATES .....	31
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**2016-2017**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:** Butte County SELPA

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** Specialized Education of California, Inc. DBA  
Sierra School of Butte County

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

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into on July 1, 2016, between Butte County SELPA, hereinafter referred to as the local educational agency ("LEA"), a member of the Butte County SELPA and Specialized Education of CA, Inc. DBA Sierra School of Butte County (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 "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 initial term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless subject to renewal or extension as provided herein (the "term"). Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2017. In the event the contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

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

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located,

or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

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

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

- e. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA

for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

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

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

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student’s record. Such log needs to record access to the student’s records by: (a) the student’s parent; (b) an individual to whom written consent has been executed



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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

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

**15. INSURANCE**

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

**PART I**

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

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

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

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

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

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

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

Part A – Statutory Limits

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

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

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

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-

insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

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

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

- A. **Commercial General Liability** coverage of **\$3,000,000 per Occurrence** and **\$6,000,000 in General Aggregate**. The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.
- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000 Combined Single Limit per Occurrence** if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is **\$5,000,000 Combined Single Limit per Occurrence**.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$250,000** per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$3,000,000 per occurrence** and **\$6,000,000 general aggregate**.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising

out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

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

#### **17. INDEPENDENT CONTRACTOR**

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

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

#### **18. SUBCONTRACTING**

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

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

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

#### **19. CONFLICTS OF INTEREST**

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

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

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

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

## **20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

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

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's

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

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

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

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

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

LEA shall provide grade level CCSS curriculum and CONTRACTOR shall provide supplemental and intervention curriculum.

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

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team.

Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained Behavior Intervention Manager or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

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

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

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

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 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 LEA.

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

## **26. DATA REPORTING**

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



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

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS**

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

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

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

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

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

### **31. STUDENT DISCIPLINE**

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

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

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

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

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

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

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

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

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

**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

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

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

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

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

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

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

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

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

### **37. TRANSCRIPTS**

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

### **38. STUDENT CHANGE OF RESIDENCE**

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

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

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

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

### **40. PARENT ACCESS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **44. MONITORING**

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

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

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

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

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

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

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

### **46. STAFF QUALIFICATIONS**

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

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



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

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

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

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

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

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

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

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

been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

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

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

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

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

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

**51. FACILITIES AND FACILITIES MODIFICATIONS**

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

**52. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication

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

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

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

### **54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11165.7, AB 1432, and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

### **55. SEXUAL HARASSMENT**

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

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

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

## **FINANCIAL**

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

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

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

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

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

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

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

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

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

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

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change 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 (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

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

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

#### **62. RATE SCHEDULE**

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

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

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



The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.

**CONTRACTOR**

**Specialized Education of CA, Inc. DBA**  
**Sierra School of Butte County**  
**Nonpublic School/Agency**

By:  7-21-2017  
 Signature Date

**Andrea Vargas, President, Schools Group**  
**Name and Title of Authorized**  
**Representative**

**LEA**

**Butte County SELPA**

By:  7-26-17  
 Signature Date

**Roy L. Applegate, Ed.D., SELPA Director**  
**Name and Title of Authorized**  
**Representative**

Notices to CONTRACTOR shall be addressed to:

Specialized Education of California, Inc.		
<b>Name and Title</b> General Counsel		
<b>Nonpublic School/Agency/Related Service Provider</b> Sierra School of Butte County Specialized Educational Services, Inc. A Catapult Learning Company		
<b>Address</b> 2 Aquarium Drive, Suite 100		
<b>City</b> Camden	<b>State</b> NJ	<b>Zip</b> 08103
<b>Phone</b> 530-533-5464	<b>Fax</b> 530-533-5460	
<b>Email</b> <a href="mailto:Sheila.McCarthy@sierra-school.com">Sheila.McCarthy@sierra-school.com</a>		

Notices to LEA shall be addressed to:

Roy L, Applegate, Ed.D., SELPA Director		
<b>Name and Title</b> Butte County SELPA		
<b>LEA</b>		
<b>Address</b> 1870 Bird St.		
<b>City</b> Oroville	<b>State</b> CA	<b>Zip</b> 95965
<b>Phone</b> 530-532-5621	<b>Fax</b> 530-532-5920	
<b>Email</b> <a href="mailto:rapplegate@bcoe.org">rapplegate@bcoe.org</a>		

Additional LEA Notification  
 (Required if completed)

**Name and Title**

**Address**

**City State Zip**

**Phone Fax**

**Email**

## EXHIBIT A: 2017-2018 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Specialized Education of California, Inc. DBA Sierra School of Butte County

The CONTRACTOR CDS NUMBER: 04-61507-6143556

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 1:12

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

a. General Program Tuition Rate

- 1) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: \$165.00

2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>                    </u>	<u>                    </u>
<u>Language and Speech (415)</u>	<u>                    </u>	<u>                    </u>
<u>Adapted Physical Education (425)</u>	<u>                    </u>	<u>                    </u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>                    </u>	<u>                    </u>
<u>Health and Nursing: Other Services (436)</u>	<u>                    </u>	<u>                    </u>
<u>Assistive Technology Services (445)</u>	<u>                    </u>	<u>                    </u>
<u>Occupational Therapy (450)</u>	<u>                    </u>	<u>                    </u>
<u>Physical Therapy (460)</u>	<u>                    </u>	<u>                    </u>
<u>Individual Counseling (510)</u>	<u>61.75</u>	<u>Hourly</u>
<u>Counseling and Guidance (515)</u>	<u>                    </u>	<u>                    </u>
<u>Parent Counseling (520)</u>	<u>                    </u>	<u>                    </u>
<u>Social Work Services (525)</u>	<u>                    </u>	<u>                    </u>
<u>Psychological Services (530)</u>	<u>                    </u>	<u>                    </u>
<u>Behavior Intervention Services (535)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>                    </u>	<u>                    </u>
<u>Interpreter Services (715)</u>	<u>                    </u>	<u>                    </u>

<u>Audiological Services (720)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Vision Services (725)</u>	<u>                    </u>	<u>                    </u>
<u>Orientation and Mobility (730)</u>	<u>                    </u>	<u>                    </u>
<u>Specialized Orthopedic Services (740)</u>	<u>                    </u>	<u>                    </u>
<u>Reader Services (745)</u>	<u>                    </u>	<u>                    </u>
<u>Transcription Services (755)</u>	<u>                    </u>	<u>                    </u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u>                    </u>	<u>                    </u>
<u>College Awareness (820)</u>	<u>                    </u>	<u>                    </u>
<u>Work Experience Education (850)</u>	<u>                    </u>	<u>                    </u>
<u>Job Coaching (855)</u>	<u>                    </u>	<u>                    </u>
<u>Mentoring (860)</u>	<u>                    </u>	<u>                    </u>
<u>Travel Training (870)</u>	<u>                    </u>	<u>                    </u>
<u>Other Transition Services (890)</u>	<u>                    </u>	<u>                    </u>
<u>SCIA – Individual (must be authorized on IEP)</u>	<u>\$18.50</u>	<u>Hourly</u>
<u>Other (900)</u>	<u>                    </u>	<u>                    </u>

3) Additional Service Agreements

District will pay up to 10 student excused absences per year, per student.

District will provide textbooks for placed student.



## BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Lisa Cruikshank, Director of Special Projects

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MEETING DATE: **August 10, 2017**

TOPIC: **Supplemental Educational Service Tutoring Contract**

DESCRIPTION: For the 2017-2018 school year, I would like to request Board approval to contract with Professional Tutors of America, Inc. for tutoring services at all school sites for students struggling academically. This company had the highest parent satisfaction in past years and will be able to offer as many tutors as needed or requested by parents. Professional Tutors of America hire local people who meet their criteria. Pre and post math and ELA/Literacy assessments are used to determine academic areas of focus and to measure growth. They will also consult with student's classroom teachers. Families will have a choice of using Professional Tutors of America or site-based tutoring with Thermalito teachers.

FUNDING: Title I/LCFF S/C \$12,000

**THERMALITO UNION ELEMENTARY SCHOOL DISTRICT  
STATE AND FEDERAL PROGRAMS**

**MASTER CONTRACT  
TITLE I - SUPPLEMENTARY SERVICE PROVIDERS**

**THIS MASTER CONTRACT** ("Contract") is made and entered into on August 11th, 2017, between the **Thermalito Union Elementary School District** (hereinafter referred to as "LEA" [local educational agency] or "District"), a public school district duly operating under the laws of the state of California, and **Professional Tutors of America Inc., 3350 E. Birch Street, Suite 108, Brea, CA 92821**, the supplementary service provider (hereinafter referred to as "PROVIDER") for the purpose of providing supplementary services to eligible LEA students. "Eligible students" are those students identified by the District who meet specific requirements under Title I.

**WHEREAS**, the LEA is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, is such persons are specially trained and experienced and competent to perform the special services required;

**WHEREAS**, the LEA is in need of such special services and advice;

**WHEREAS**, PROVIDER is specially trained and experienced and competent to perform the special services required by the LEA, and such services are needed on a limited basis;

**WHEREAS**, PROVIDER is willing to provide such services to LEA's eligible students if selected by the parents/guardians of eligible students;

**THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN**, it is agreed between the parties as follows:

**1. Individual Student Learning Plan & Assessment**

An Individual Student Learning Plan (SLP) shall be developed by LEA in consultation with parents/guardians and PROVIDER for each LEA eligible student whose parent/guardian elects to receive supplementary services from PROVIDER. Changes in any student's SLP may only be made with the written consent of LEA in consultation with parents/guardians. PROVIDER, LEA or the parents/guardians may request a review of a student's SLP. Completed SLPs will be included with the monthly invoice along with pre & post assessment results.

PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from LEA before terminating any SLP.

Parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing and agreed upon in advance in a writing signed by the parents/guardians. The hourly rate for services is **\$60.00** per hour for 1-to-1 tutoring (including



assessments and workbook) or for small group tutoring, \$60.00 per hour per tutor, plus an additional \$20.00 one time charge (per student) for assessment and workbook (at our cost, no mark-up).

## **2. Parents/Guardianship**

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by LEA.

## **3. Student Records**

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location, preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to LEA and/or the parents/guardians of LEA's student. PROVIDER shall not provide access or forward to any other person other than parents/guardians or LEA any student record without the written consent of the parent/guardian or LEA. Upon completion or termination of the ISSA or termination of this Contract, PROVIDER shall turn over to LEA all student records for LEA's eligible students to whom PROVIDER has provided services under this Contract.

## **4. Access by LEA**

PROVIDER shall notify LEA of the location and/or any change in location at which it is providing services to LEA's eligible students. It shall allow access to its facilities for periodic monitoring of each student's instructional program by LEA and shall be invited to participate in the review of each student's progress by LEA. LEA representatives shall have access to observe each student at work, observe the instructional setting, interview PROVIDER, and review each student's progress including the behavior intervention plan, if any.

## **5. Fingerprints**

In accordance with Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors and, upon receipt of those checks, certify to the LEA that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. PROVIDER shall supply LEA with a list of names of those employees and/or subcontractors who are cleared to work with students of the LEA. A fingerprint certification form will be submitted with monthly invoices and attendance registers.

## **6. Independent Contractor Status**

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as

required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

#### **7. Conflict of Interest:**

This Agreement is subject to Board Policy 2300 governing conflicts of interest. PROVIDER agrees to furnish to LEA (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with LEA, including its charter schools.

#### **8. Accident/Incident Report**

PROVIDER agrees to submit a written accident report to LEA within five (5) days of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

#### **9. Discrimination**

PROVIDER shall not discriminate on the basis of race, religion, sex, national origin, age, handicap, or sexual orientation in employment or operation of its programs.

#### **10. Child Abuse Reporting**

PROVIDER assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an accident or incident report to LEA when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, missing children under PROVIDER's supervision.

#### **11. Supplies, Equipment and Facilities**

PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment, and facilities for a pupil as required in his/her ISSA. A PROVIDER who desires to use District facilities must make a separate application for use of facilities through the District's Use of Facilities procedures.

#### **12. Inspection and Audit**



PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by LEA. Fiscal records shall be maintained by PROVIDER for five (5) years and shall be available for audit.

### **13. Indemnification**

PROVIDER shall defend, hold harmless, and indemnify LEA and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

LEA shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of LEA, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

The District shall not be liable for acts of the students or the student's parent/guardian, family member, etc.

### **14. Insurance**

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$2,000,000.00) for each person and one million dollars (\$2,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$2,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this agreement, PROVIDER shall provide LEA with satisfactory evidence of insurance, naming LEA as additional certificate holder, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense procure and maintain insurance under the Worker's Compensation Law of California, if applicable. LEA reserves the right to revise the requirements of this provision at any time. If LEA determines that additional insurance coverage is necessary, LEA will reopen negotiations with PROVIDER to modify the terms of this agreement.

### **15. Monthly Invoices**

PROVIDER shall submit to LEA monthly invoices itemized by name/address of student, service provided and actual number of hours for which services were provided, and amount owed. Monthly invoices shall also include 2 copies of the student's SLP and copies of the pre & post assessment results.



Such invoices shall be submitted within thirty (30) days of the rendering of services. LEA shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in Paragraph 17, below.

#### **16. Records of Attendance**

PROVIDER shall maintain daily records of student service provided, including the name/address of student, the name of PROVIDER's employee who rendered the service, and the amount of time of such service. PROVIDER shall permit access to and/or a copy of such records to LEA upon request.

#### **17. Right to Withhold**

LEA may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the LEA:

- a. PROVIDER's performance, in whole or in part, either has not been carried out or is insufficiently documented.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If LEA gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

#### **18. Modifications and Amendments:**

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and LEA. No change in this Contract or in the ISSA shall result in a LEA financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to the LEA.

#### **19. Disputes**

Disputes between LEA and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Projects Director of the Thermalito Union Elementary School District. The determination of the LEA Superintendent/Assistant Superintendent shall be made in writing and shall be binding on both parties.

#### **20. Subcontract and Assignment**

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the LEA. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with providers certified by the California Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

## **21. Termination**

- a. LEA or PROVIDER may terminate this agreement at any time. PROVIDER's exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing ISSA's. To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. Upon termination without default of PROVIDER, LEA shall pay, without duplication, for all services satisfactorily performed to date of termination.
- b. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to LEA all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.
- c. PROVIDER may terminate an Individual Supplementary Services Agreement only upon consent of the LEA. An ISSA shall terminate if the student ceases to be enrolled in the District. Upon termination under this paragraph, final payment from LEA will be calculated based upon a pro-rata calculation of total services agreed-upon in the ISSA for which the LEA is responsible for payment, divided by that portion of services actually rendered.

## **22. Compliance with Laws**

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of supplementary services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

## **23. Entire Agreement**

This Agreement constitutes the entire agreement between LEA and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

## **24. Governing Law**

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Butte County, California.

## 25. 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, to the extent that the intent of the parties can be fulfilled.

## 26. Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA: Lisa Cruikshank  
Thermalito Union Elementary School District  
400 Grand Ave.  
Oroville, CA 95965

For PROVIDER: Professional Tutors of America Inc.  
3350 E. Birch Street, Suite 108  
Brea, CA 92821

## 27. Authorized Representative

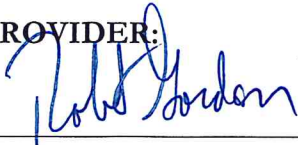
The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

## 28. Attorney's Fees.

Should any litigation be initiated by either party to enforce the terms of the agreement, the prevailing party shall be entitled to recover its attorney's fees and costs of suit in addition to all other appropriate relief.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective August 11, 2017 and terminates at 5:00 p.m. on May 31, 2018, unless sooner terminated as provided herein.

PROVIDER:



BY: \_\_\_\_\_

Robert Gordon, CEO  
(Type/print name and Title)

Fed ID #: 33-0015574

**THERMALITO UNION ELEMENTARY  
SCHOOL DISTRICT**

\_\_\_\_\_  
Gregory Blake  
Superintendent  
Thermalito Union Elementary School District



## BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Joyce Dennison

---

MEETING DATE: **August 10, 2017**

TOPIC: Approval to purchase additional security camera server and licensing from Stone Security.

DESCRIPTION: With the amount of cameras the district has there is a need to purchase an additional server to handle data being saved and the two we have are almost at capacity. This includes licensing for additional cameras that have been added since the initial installation.

FUNDING: \$10,731 – LCFF S/C



361 W. IRONWOOD DR.  
SALT LAKE CITY, UT 84115

14 INVERNESS EAST DRIVE  
SUITE D112  
ENGLEWOOD, CO 80112

# QUOTE

## NAME/ADDRESS

Thermalito Union School District  
Accounts Payable  
400 Grand Ave.  
Oroville, CA 95965

## DATE

7/18/2017

## QUOTE

Q11127

## PO NO.

## PROJECT

## ITEM

## QTY

## DESCRIPTION

## COST

## TOTAL

SSC-CUS-01	1	HM500A-XPET-32TB Husky M500A XProtect Expert NVR, 32TB, RAID 5/10, Rack Mounted, 0 devices Licenses	8,793.00	8,793.00
SSC-CUS-01	6	HM500A-XPETDL Husky M500A XProtect Expert NVR Device License, including 3 years Care Plus	286.00	1,716.00
SSC-CUS-01	6	Three years Care Premium for Husky M500A XProtect Expert NVR Device License - MCPR-Y3HM500A-XPETDL	37.00	222.00

Total

**\$10,731.00**

## PHONE

877-888-0129

## WEB

[www.stonesecurity.net](http://www.stonesecurity.net)

SIGNATURE





## BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Joyce Dennison

---

MEETING DATE: **August 10, 2017**

TOPIC: Approval to contract with Tec -Com to purchase and install 3 additional security cameras at Nelson Avenue Middle School.

DESCRIPTION: Nelson Avenue Middle School needs several more cameras installed to see areas that are not visible and are known to have ongoing issues on campus. This would be considered phase 2 of installing cameras.

FUNDING: \$7,560 – LCFF S/C



## Bid Proposal

July 13, 2017

Project: **Thermalito USD – Nelson - IP Camera Adds**

TEC-COM is pleased to provide this Bid Proposal for the Thermalito USD – Nelson - IP Camera Adds project.

Our proposal is based on Prevailing Wage Pay Rates, information provided during onsite walk thru with Thermalito USD (John Sclare) and attached drawings for new IP Camera locations.

### SCOPE OF WORK

#### IP Camera System:

1. Provide and install surface mount raceway, conduit, etc. (where needed) for access to new camera locations.
2. Provide and install Qty. 2 – Cat 6 cables and associated hardware from associated IDF to each new camera location indicated on drawing.
3. Provide and install IP cameras and associated hardware at new locations indicated on drawing:
  - Qty. 1 – 5 Mpxl. Dome Camera
    1. Axis #P3367-VE
  - Qty. 1 – 2 Mpxl. / 360 Degree Dome Camera
    1. Axis #P3707-PE
  - Qty. 1 – 15 Mpxl. / 180 Degree Dome Camera
    1. Axis #Q3708-PVE
4. Provide and install patch cords from existing cabling to (OFOI) POE switches and (new) IP cameras.
5. Aim and focus newly installed IP cameras to owners satisfaction.

#### EXCLUSIONS:

1. IDF's / patch panels for new Cat 6 Cabling.
2. POE switches / injectors (existing).
3. Server (OFOI) / VMS Software / Camera Licenses.

#### PROJECT PRICING:

TOTAL (Camera #1):	\$2,020.00
TOTAL (Camera #2):	\$ 2,190.00
TOTAL (Camera #3):	\$3,350.00
<b>TOTAL (Camera #1 - #3):</b>	<b>\$7,560.00</b>

All pricing includes tax and freight and is good for 60 days from date of proposal.

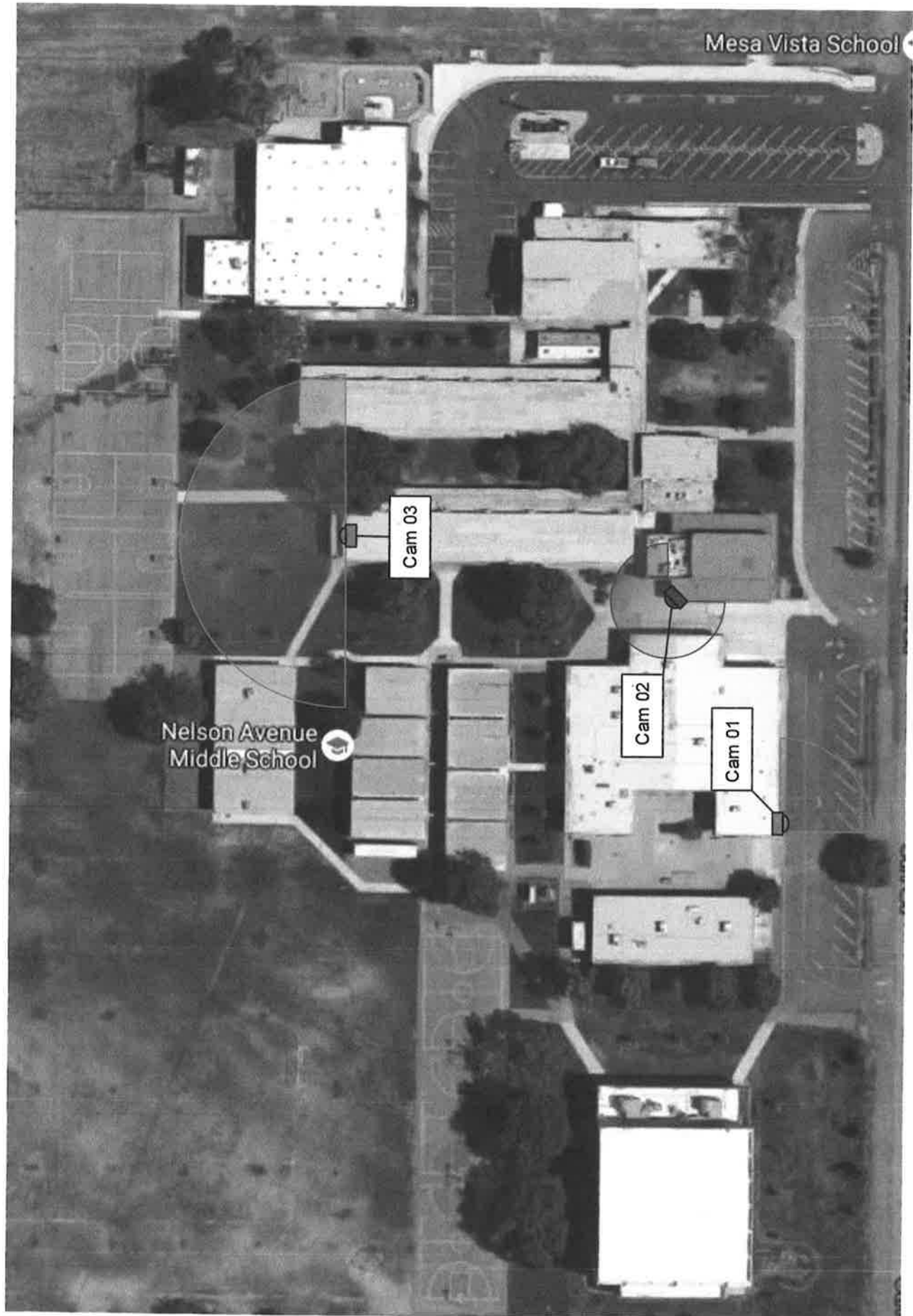
Authorized Signature

*Ryan Cetko*

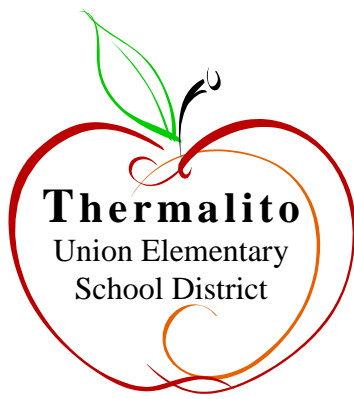
Ryan Cetko – Estimator / C.O.O

Date 07-13-2017

1	AXIS P3707-PE (2 Mpxl. /360 degree)	1	AXIS P3367-VE (5 Mpxl.)
0	AXIS P1427-VE (5 Mpxl. w/IR)	0	AXIS 360 #M3027-PVE (5 Mpxl. 180/360)
0	AXIS P3364-LVE (1 Mpxl. w/IR)	1	AXIS Q3708-PVE (15 Mpxl. / 5x3)
		0	AXIS P3225-LVE (1080p w/IR)
		0	AXIS P3367-VE (5 Mpxl. w/IR Collar)







## BOARD ACTION ITEM SUMMARY

FROM: Rochelle Simmons, NAMS Principal

TO: Board of Trustees

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Meeting Date: **August 10, 2017**

Topic: Hire PE Teacher

Description: I request permission from the Board to hire Marc Macaluso as a probationary I, 1.0 FTE, 6<sup>th</sup> gr PE teacher starting the 2017-18 school year, pending clearances.

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Funding: Site Title I



## BOARD ACTION ITEM SUMMARY

FROM: Rochelle Simmons, NAMS Principal

TO: Board of Trustees

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Meeting Date: **August 10, 2017**

Topic: Hire Bilingual Paraeducator

Description: I request permission from the Board to hire Alma Weiss as a probationary Bilingual Paraeducator starting the 2017-18 school year. This position is for five hours per day, M-F 8:10 - 1:40 (Wed 7:45-1:15).

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Funding: Site Title I



## BOARD ACTION ITEM SUMMARY

FROM: Bill Harrington, Poplar Avenue Elementary Principal

TO: Board of Trustees

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Meeting Date: August 10, 2017

Topic: Administrative School Secretary, Poplar Avenue

Description: With the board's approval I would like to hire Jodi Iuli to fill the Administrative School Secretary position at Poplar Avenue. Jodi currently works as a Health Assistant and Site Secretary at Plumas Avenue. She comes highly recommended and has been repeatedly recognized for her professionalism, collaboration and communication skills. She will fit in nicely with our Poplar Avenue team.

Funding: District LCFF



## BOARD ACTION ITEM SUMMARY

FROM: Rochelle Simmons, NAMS Principal

TO: Board of Trustees

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Meeting Date: **August 10, 2017**

Topic: Extend Hours for Para-educator V Computer Lab Technician

Description: I request permission from the Board to extend the current (unfilled) position of Para-educator V Computer Lab Technician from 2.5 hours to 4 hours per day (7:45 – 11:45), M-F, in order to better serve Nelson and CDS students and staff.

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Funding: Site LCFF S&C



## BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Stacie Schuman

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MEETING DATE: **August 10, 2017**

TOPIC: Short-Term Paraprofessional Position

DESCRIPTION: With the Board's approval, we would like to hire a Paraeducator III on a short term basis (through 9/30/17) to offer extra support in a 1<sup>st</sup> grade classroom and to help in the facilitation of an autistic student making the transition from Kindergarten to 1<sup>st</sup> grade. The IEP states that the classroom where the boy is placed will have extra support available for the beginning of the school year.

FUNDING: General Fund ~ Approximately \$2,000



## BOARD ACTION ITEM SUMMARY

TO: Board of Trustees

FROM: Stacie Schuman

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MEETING DATE: **August 10, 2017**

TOPIC: New Teacher Hire

DESCRIPTION: With the board's approval we would like to hire Timothy Hill as our new 4<sup>th</sup>/5<sup>th</sup> grade teacher for the 2107/18 school year. Timothy comes to us with outstanding recommendations and is an experienced, collaborative, creative teacher who is very excited about re-joining the Plumas Staff, as he taught here several years ago. He will definitely be an asset to Plumas Avenue!

FUNDING: General Fund