

# CASTAIC UNION SCHOOL DISTRICT

## *Our Mission Statement*

*Castaic Union School District, in partnership with the community, provides children with a creative and collaborative learning environment supported by a safe and nurturing atmosphere that creates life-long learners and empowers them to be critical thinkers in a global community.*

## **REGULAR MEETING OF THE GOVERNING BOARD**

District Office • 28131 Livingston Avenue • Valencia, California 91355 • (661) 257-4500

# AGENDA

**Thursday, August 10, 2017**

**5:30 P.M. Closed Executive Session (Conference Room)**

**6:00 P.M. Open Session (Board Room)**

Public records related to the public session agenda, that are distributed to the Governing Board less than 72 hours before a regular meeting, may be inspected by the public at 28131 Livingston Ave., Valencia, CA 91355, during regular business hours, 8:00 a.m. to 4:30 p.m.

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's governing board, please contact the office of the District Superintendent at (661) 257-4500 ext. 1500. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodations and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

## **CALL TO ORDER** \_\_\_\_\_ P.M.

### **I. ROLL CALL**

Mrs. Susan Christopher, President

Mrs. Laura Pearson, Clerk

Mrs. Stacy Dobbs, Member

Mr. Fred Malcomb, Member

Mrs. Mayreen Burk, Member

Mr. Steve Doyle, Superintendent

Mrs. Janene Maxon, Assistant Superintendent of Educational Services

Ms. Linette Hodson, Chief Business Official

Mr. Jaime Garcia, Director of Facilities

Ms. Florence Hanan, Director of Student Support Services

Mrs. Charmin Ortega, Executive Assistant to the Superintendent

### **II. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

**The President announces in Open Session the items to be discussed in Closed Session, and will ask if there are any public comments regarding closed session items.**

### **III. CLOSED EXECUTIVE SESSION**

Convene to Closed Session: \_\_\_\_\_ P.M.

Motion:

Second:

VOTE:

**MB FM SD LP SC**

#### **CLOSED EXECUTIVE SESSION:**

*With respect to every item of business to be discussed in closed session pursuant to GC Section 54956.8*

*With respect to every item of business to be discussed in Closed Session pursuant to GC Section 54956.9(b)(1) (i.e., potential litigation)*

Conference with Legal Counsel: One possible case – Fielder Trust

*With respect to every item of business to be discussed in closed session pursuant to GC Section 54957*

Public Employee Employment:

Public Employee Discipline / Dismissal / Release:

*With respect to every item of business to be discussed in closed session pursuant to GC Section 54957.6*

**IV. RETURN TO OPEN SESSION**

Reconvene to Regular Open Session at \_\_\_\_\_ P.M. Visitors Present: \_\_\_\_\_

**V. REPORT OF CLOSED SESSION ACTION**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ VOTE: \_\_\_\_\_ MB FM SD LP SC

**VI. PLEDGE OF ALLEGIANCE By: \_\_\_\_\_**

**VII. APPROVAL OF AGENDA**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ VOTE: \_\_\_\_\_ MB FM SD LP SC

**VIII. SPECIAL ITEMS & RECOGNITIONS**

1. Board of Trustees: "Spotlight on Success"
2. Celebrate Success:
3. District Office Awards:

\*\*\***RECESS**\*\*\* Time Out: \_\_\_\_\_ Time In: \_\_\_\_\_

4. CTA Comments
5. CSEA Comments

**IX. HEARING SESSION**

State law prevents the Board from acting on any matter not listed on the agenda, or from discussing any such matter in any detail. Speakers who must have submitted their "Advance Request to Address the Board" prior to the start of the meeting, should limit their comments to a **maximum of 3 minutes per speaker, 20 minutes per topic**, and should only expect the Board to take their comments under advisement for possible future discussion and/or action.

1. Advance Requests to Address the Board
2. Comments and/or Questions on Agenda Items

**X. PRESENTATIONS & REPORTS**

1. Superintendent's Report
2. Educational Services Report
3. Business Services Report
  - a. Facilities
  - b. Fiscal Services

## **XI. REGULAR CONSENT CALENDAR**

Unless a Trustee has a question concerning a particular item and asks that it be withdrawn from the Consent Calendar, the consent items are approved with a single motion by the Board of Trustees.

## Items Removed from Consent Calendar

Motion:	Second:	VOTE:	<b>MB FM SD LP SC</b>
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## Approval of Consent Calendar

Motion: Second: VOTE: **MB FM SD LP SC**

## EXHIBITS

- |    |   |          |
|----|---|----------|
| 1. | Minutes of the Special Board Meeting of July 13, 2017 | <b>A</b> |
| 2. | Personnel Report #17/18-2                             | <b>B</b> |
| 3. | Financial Report #17/18-1                             | <b>C</b> |

## **XII. ACTION ITEMS**

## EXHIBITS

1. Public Hearing to Present Reserve of Economic Uncertainties (REU) Information D  
Public hearing opened at \_\_\_\_\_.  
Public hearing closed at \_\_\_\_\_.

- |    |   |   |
|----|---|---|
| 2. | Approval of the 2017-2018 Contract between Castaic Union School District and The Academy for Advancement of Children with Autism – Chatsworth | E |
|----|---|---|

Motion: Second: VOTE: **MB FM SD LP SC**

3. Approval of Estimate of Services from Dickinson Enterprises, Inc to Repair Bus #4 **F**

Motion: Second: VOTE: MB FM SD LP SC

- #### 4. Approval of School Bus Maintenance and Mechanical Services Agreement

Motion: Second: VOTE: **MB FM SD LP SC**

5. Approval of Lease Agreement with Volunteers of America, Los Angeles

Motion: Second: VOTE: **MB FM SD LP SC**

6. Approval of 2017-2018 Land/Facility Use Agreement with YMCA I  
Motion: Second: VOTE:

7. Approval of Santa Clarita Valley School Food Services Agency Agreement to Provide Food Services to Val Verde State Preschool **J**

Motion: Second: VOTE: MB FM SD LP SC



**XVI. RETURN TO CLOSED EXECUTIVE SESSION** (If Needed)

Return to Closed Session at \_\_\_\_\_ P.M.

Motion:

Second:

VOTE:

**MB FM SD LP SC**

**XVII. RETURN TO OPEN SESSION**

Reconvene to Regular Open Session at \_\_\_\_\_ P.M.

Motion:

Second:

VOTE:

**MB FM SD LP SC**

**XVIII. REPORT OF CLOSED SESSION ACTION**

Motion:

Second:

VOTE:

**MB FM SD LP SC**

**XIX. ADJOURNMENT**

Motion:

Second:

\_\_\_\_\_ P.M.

VOTE:

**MB FM SD LP SC**

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>A</b>

**Meeting Date:** August 10, 2017

**Item Title:** Minutes of the Regular Board Meeting of July 13, 2017

**Item Type:** Consent

**BACKGROUND:**

See attached.

**FISCAL IMPLICATIONS:**

There is no fiscal impact on the District.

**RECOMMENDATION:**

Approve item as submitted.

**Submitted by:** Charmin Ortega, Executive Assistant to the Superintendent

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

# CASTAIC UNION SCHOOL DISTRICT

## *Our Mission Statement*

*Castaic Union School District, in partnership with the community, provides children with a creative and collaborative learning environment supported by a safe and nurturing atmosphere that creates life-long learners and empowers them to be critical thinkers in a global community.*

## **REGULAR MEETING OF THE GOVERNING BOARD**

District Office • 28131 Livingston Avenue • Valencia, California 91355 • (661) 257-4500

## ***MINUTES***

**Thursday, July 13, 2017**

### **TRUSTEES PRESENT:**

Mrs. Susan Christopher, President  
Mrs. Laura Pearson, Clerk  
Mrs. Stacy Dobbs, Member  
Mr. Fred Malcomb, Member  
Mrs. Mayreen Burk, Member

### **STAFF/GUESTS PRESENT FOR CLOSED AND/OR OPEN SESSION:**

Mr. Steve Doyle, Superintendent

### **STAFF PRESENT:**

Mrs. Janene Maxon, Assistant Superintendent of Educational Services  
Ms. Linette Hodson, Chief Business Official – Absent  
Mr. Jaime Garcia, Director of Facilities  
Ms. Florence Hanan, Director of Student Support Services  
Mrs. Charmin Ortega, Executive Assistant to the Superintendent

#### ***Call to Order, Roll Call***

President, Susan Christopher, called the Study Session to order at 3:31 P.M. and noted the roll.

#### ***Governance Study Session***

The Board of Trustees and Mr. Doyle participated in a study session facilitated by Becky Wetzel of the Los Angeles County Office of Education (LACOE). The session covered board goals.

#### ***Public Comment, Closed Session Items***

President Christopher announced the closed session agenda item(s) as indicated on the agenda. There were no public comments.

#### ***Closed Session Burk-Aye Malcomb-Aye Dobbs-Aye Pearson-Aye Christopher-Aye***

The motion was made by Mrs. Burk, seconded by Mr. Malcomb, and passed 5-0 to adjourn to closed session at 5:33 P.M.

#### ***Reconvene, Open Session***

The Board returned to open session at 6:04 P.M. and President Christopher called the meeting to order.

#### ***Report, Closed Session Action***

President Christopher reported that there was no action taken in closed session.

#### ***Visitors Present***

District personnel and visitors totaled approximately 20.

<i>Pledge of Allegiance</i>	The Pledge of Allegiance was led by President Christopher.
<i>Approval of the Agenda</i> Burk-Aye Malcomb-Aye Dobbs-Aye Pearson-Aye Christopher-Aye	The motion was made by Mrs. Dobbs, seconded by Mrs. Pearson and passed 5-0 to approve the agenda as presented.
<i>Castaic Teachers Association</i>	<b>CTA COMMENTS</b> <i>Suzanne Graff</i> , CTA Chapter President, shared her concerns regarding the proposed salary increase for the school psychologist position. In addition, she voiced her concerns regarding the proposed status change for the Teacher on Special Assignment (TOSA) to Administrator on Special Assignment (AOSA).
<i>California School Employees Association</i>	<b>CSEA COMMENTS</b> <i>Danielle Hernandez</i> , CSEA Chapter President, shared concerns on behalf of her membership with regard to the proposed school psychologist salary increase. If the salary increase is approved, Mrs. Hernandez asked the Board of Trustees to provide a written letter to the staff explaining why it was approved.
<i>Hearing, Requests to Address, Comments, Questions</i>	There was one request to address the Board. Suzanne Scott is an instructional aide for the preschool program and also a parent of students attending the Castaic Union School District, as well as a resident of Castaic. Mrs. Scott requested raises for support staff.

## **PRESENTATIONS & REPORTS**

<i>Superintendent's Report</i>	<i>Steve Doyle</i> , Superintendent, shared that the facilities department is working hard to complete their summer projects list. Human resources has been busy testing and hiring new staff. The Welcome Back Breakfast will be on August 8. Master Trainer, Deputy Sellers of the Los Angeles County Sheriff's Department, will be discussing and presenting information regarding active shooter protocols.
<i>Educational Services Report</i>	<i>Janene Maxon</i> , Assistant Superintendent of Educational Services, shared that Extended School Year (ESY) summer school and intervention summer school went very well. <i>Patty O'Mara</i> was the Administrative Designee and <i>Stacy Paul</i> was the Office Manager for the summer programs.
<i>Business Services Report</i>	<i>Jaime Garcia</i> , Director of Facilities updated the Board of Trustees regarding the progression of summer projects at each schools site. Mr. Garcia invited <i>Del Hickman</i> , District Network Supervisor to share the progress on the new District website. Mr. Hickman presented the new website look and ease of use compared with the current website.  Mr. Garcia invited David Kaitz from Davis Demographics & Planning to present the Castaic Union School District demographics report. Mr. Kaitz presented the information to the Board of Trustees via a PowerPoint presentation.  <i>A copy of the Davis Demographics &amp; Planning report is hereby made part of the minutes of this meeting by reference as if fully set forth herein.</i>  There was brief discussion regarding the replacement of the spiral slide at Castaic Elementary School. In addition, Mrs. Pearson asked Mr. Garcia when the handball courts at Live Oak Elementary School will be addressed. Mr. Garcia advised the Board that the repairs to the handball courts is expected to be completed by the end of July.



**Consent,  
Removal of Exhibit**  
Burk-Nay  
Malcomb-Aye  
Dobbs-Nay  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Pearson, seconded by Mr. Malcomb and passed 3-2 to remove Exhibit B, Personal Report #18/19-1 from the Consent Calendar.

**Consent**  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mrs. Pearson and passed 5-0 to approve the Consent Calendar as follows:

- Minutes of the Regular Board Meeting of June 22, 2017
- Financial Report #16/17-12

**Consent,  
Discussion**

There was a brief discussion regarding Exhibit B, Personnel Report #18/19-1 related to the recommended change of status for Allison West, current Teacher on Special Assignment (TOSA), to an administrative position of Administrator on Special Assignment (AOSA).

**Consent,  
Amendment of Exhibit**  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Pearson, seconded by Mr. Malcomb and passed 5-0 to amend Exhibit B to remove the change of status for Allison West from Teacher on Special Assignment to Administrator on Special Assignment.

**Consent,  
Approval of Exhibit B  
with Amendment**  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mrs. Burk and passed 5-0 to approve Exhibit B with the amendment indicated above.

**Consent,  
Approval, Change of  
Status**  
Burk-Aye  
Malcomb-Nay  
Dobbs-Aye  
Pearson-Nay  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mrs. Burk and passed 3-2 to approve the change of status for Allison West from Teacher on Special Assignment to Administrator on Special Assignment.

**Action,  
i-Ready**  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mrs. Burk and passed 5-0 to approve i-Ready Universal Screening for English Language Arts (CES, CMS, LOS and NHE).

**Action**  
**MOU, Curriculum  
Development**  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mr. Malcomb and passed 5-0 to approve the Memorandum of Understanding between Santa Clarita Community College District, Castaic Union School District, Saugus Union School District and Sulphur Springs School District regarding curriculum development – Next Generation Science Standards.

**Action**  
*Variable Term Waiver*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Pearson, seconded by Mrs. Burk and passed 5-0 to approve the Variable Term Waiver

**Action**  
*Academy of  
Advancement of  
Children with Autism*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mrs. Pearson and passed 5-0 to approve the contract between Castaic Union School District and The Academy for Advancement of Children with Autism – Antelope Valley.

**Action**  
*California Psychcare*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Pearson, seconded by Mr. Malcomb and passed 5-0 to approve the contract between Castaic Union School District and California Psychcare.

**Action**  
*LACOE*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mrs. Pearson and passed 5-0 to approve the 2017-2018 contract between Castaic Union School District and the Los Angeles County Office of Education to provide support services for the visually impaired program.

**Action**  
*Pediatric Therapies*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Pearson, seconded by Mr. Malcomb and passed 5-0 to approve the 2017-2018 Independent Contract between Castaic Union School District and Pediatric Therapies of Santa Clarita to provide physical therapy.

**Action**  
*Dr. Sandi Fischer, Ph.D.*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Burk, seconded by Mrs. Pearson and passed 5-0 to approve the Independent Contract between Castaic Union School District and Dr. Sandi Fischer, Ph.D. to perform Individual Education Evaluation (IEE).

**Action**  
*Dawn Zischke*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mrs. Burk and passed 5-0 to approve the Independent Contract with Dawn Zischke to provide physical education instruction for Northlake Hills Elementary School students.

**Action**  
*Great Western  
Recreation*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mrs. Pearson and passed 5-0 to approve the purchase from Great Western Recreation.

**Action**  
*StayGreen, Inc.*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Pearson, seconded by Mrs. Dobbs and passed 5-0 to approve the annual landscape agreement with StayGreen, Inc.

**Action**  
*AllerClean Pest Control*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Pearson, seconded by Mrs. Burk and passed 5-0 to approve the service agreement with AllerClean Pest Control.

**Action**  
*Facili-Serv*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mrs. Pearson and passed 5-0 to approve the proposal from Facili-Serv Athletic Facility Product and Services.

**Action**  
*ASAP Pest Control*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Pearson, seconded by Mrs. Dobbs and passed 5-0 to approve the agreement with ASAP Pest Control Services

**Action**  
*VMware*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mr. Malcomb and passed 5-0 to approve VMware support/subscription renewal – VMware, Inc.

**Action**  
*CBO Contract*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mrs. Pearson and passed 5-0 to approve Addendum #1 to the Chief Business Official's contract.

**Action**  
*SMART Learning Suite*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Pearson, seconded by Mr. Malcomb and passed 5-0 to approve the SMART Learning Suite – 3-year extended software maintenance.

**Action**  
*Resolution #17/18-1*  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mrs. Pearson and passed 5-0 to adopt Resolution #17/18-1: Revision to Measure QS Citizen's Oversight Committee Policy and regulations.

**Action**  
*Psychologist Salary*  
Burk-Aye  
Malcomb-Nay  
Dobbs-Aye  
Pearson-Nay  
Christopher-Aye

The motion was made by Mrs. Burk, seconded by Mrs. Dobbs and passed 3-2 to approve the school Psychologist salary schedule.

**Reports & Information**  
*Williams Settlement Report*

Mrs. Maxon presented the Williams Quarterly Report for April 1 to June 30, 2017, noting no complaints were received during this period of time.

**Reports & Information**  
*Davis Demographics*

The presentation of the 2017 Davis Demographics Report was moved to Presentations and Reports at the top of the agenda.

**Adjournment**  
Burk-Aye  
Malcomb-Aye  
Dobbs-Aye  
Pearson-Aye  
Christopher-Aye

The motion was made by Mrs. Dobbs, seconded by Mrs. Pearson and passed 5-0 to adjourn the meeting at 7:31 P.M.

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Clerk, Board of Trustees

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Secretary, Board of Trustees

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Date Approved

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>B</b>

**Meeting Date:** August 10, 2017

**Item Title:** Personnel Report No. 17/18-2

**Item Type:** Consent

**BACKGROUND:**

See attached.

**FISCAL IMPLICATIONS:**

All positions shown are authorized by the Board and are included in the 2017-2018 budget.

**RECOMMENDATION:**

Approve item as submitted.

**Submitted by:** Wendy Mullins, Assistant Director of Human Resources

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

# **CASTAIC UNION SCHOOL DISTRICT**

## **PERSONNEL REPORT NO. 17/18-2**

**AUGUST 10, 2017**

### **CERTIFICATED**

<b><u>EMPLOYMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATE</u></b>
McKenna Bohmer	Teacher – NH – Probationary 1	8/07/17
Mallory Casino	Teacher – CM – Probationary 1	8/07/17
Janet diDonato	Teacher – CM – Probationary 1	8/07/17
Brianna Fireman	Teacher – NH – Probationary 1	8/07/17
Mark Tommy Gillett	Teacher – LO – Probationary 1	8/07/17
Haley Keefe	Teacher – CE – Probationary 1	8/07/17
Joleen Larson	Teacher – SDC (Severe) – NH – Prob. 1	8/07/17
Rosanna Lomeli	Counselor – DIS – All Sites – Prob. 1	7/31/17
Danielle Ripaldi	Teacher – LO – Probationary 1	8/07/17

### **RE-EMPLOYMENT FROM LAYOFF**

Julie Pomilia	Teacher – NH – Permanent	8/07/17
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### **CLASSIFIED**

<b><u>CHANGE OF STATUS</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATE</u></b>
Felicia Dewey	From: Noon Duty Aide – CE Range 3 – 3.08 hours/day (Short Days: 2.62 hours) To: Instr. Aide-Sp. Ed. (Mild/Mod.) – CE Range 6 – 5.0 hours/day	8/08/17

### **RETIREMENT**

Brenda Arena	Campus Security Lead – CM Range 12 – 8.0 hours/day (Short Days: 7.25 hours)	7/24/17
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**CLASSIFIED**

<b><u>RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATE</u></b>
Mojgan Tabrizi	Instructional Aide-Sp. Ed. (Mild/Mod) - CE Range 6 – 5.0 hours/day	8/01/17
<b><u>RESIGNATION</u></b>		
Anh Cu-Magallon	State Preschool Lead Instructor - VV Range 12 – 5.0 hours/day	7/19/17
Kaitlyn Graff	Instr. Aide – Computer Instruction – LO Range 10 – 3.92 hours/day	7/25/17
Tammy Lamson	Instructional Aide-Sp. Ed. (Mild/Mod) – CE Range 6 – 5.0 hours/day	7/07/17
Michele Ponce	Community Preschool Lead Instructor – CM Range 11 – 6.1 hours/day	7/20/17
Blanca Schreier	Instructional Aide – LO Range 6 – 3.0 hours/day	8/16/17
<b><u>LEAVE OF ABSENCE</u></b> <i>(Personal with Pay)</i>		
Dawnee Olson	Paraeducator – Severe – NH Range 11 – 6.5 hours/day (Short Days: 5.25 hours)	8/08 – 8/21/17

**NON-CLASSIFIED**

<b><u>EMPLOYMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATE</u></b>
Helen Meadows	Noon Duty Aide – NH Range 3 – 3.92 hours/day	8/08/17
<b><u>CHANGE OF STATUS</u></b>		
Kathleen Newman	From: Noon Duty Aide – NH Range 3 – 3.5 hours/day To: Noon Duty Aide – NH Range 3 – 3.92 hours/day	8/08/17
<b><u>RESIGNATION</u></b>		
Sheila Faggiano	Noon Duty Aide (Middle Sch.) – CM Range 4 – 3.92 hours/day	8/07/17

**NON-CLASSIFIED**

<b><u>RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATE</u></b>
Chasity Violet	Noon Duty Aide – NH Range 3 – 3.92 hours/day (Short Days: 3.75 hours)	8/18/17

**CONFIDENTIAL/MANAGEMENT**

<b><u>CHANGE OF STATUS</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATE</u></b>
Sue Haegele	From: Purchasing/Account Clerk – DO Range 9 – 5.0 hours/day, 12 months To: Purchasing/Account Clerk – DO Range 9 – 6.0 hours/day, 12 months	8/01/17

**RETIREMENT**

Candace Larimer	Purchasing/Account Clerk – DO Range 9 – 5.0 hours/day, 12 months	8/31/17
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# CASTAIC UNION SCHOOL DISTRICT

## EXHIBIT

# BOARD AGENDA ITEM

# C

**Meeting Date:** August 10, 2017

**Item Title:** Financial Report No. 17/18-1

**Item Type:** Consent

### BACKGROUND:

1. Commercial Warrant Registers for the month of July are attached and submitted for approval.
2. Amounts charged to individual Funds for the period are as follows:

<b>FUND</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
#01	General Fund (Unrestricted, Restricted)	\$651,469.19
#12	Child Development Fund	\$702.84
#14	Deferred Maintenance Fund	\$0
#21	Building Fund	\$0
#21.1	2013 Bond Series 1	\$3,040.46
#25	Capital Facilities Fund	\$162.50
#40	Special Reserve for Capital Outlay	\$0
#40.2	Capital Facilities Fund 2	\$0
#49.1	CFD	\$0
#52.1	Debt Service – CFD #1	\$4,640.24
#52.2	Debt Service – CFD #2	\$0
#52.3	Debt Service	\$0
#63	Preschool Fund	\$22.08
#63.1	RISE Afterschool Program	\$24,094.50
#76	Warrant Pass-thru	\$1267.64

**TOTAL** **\$685,399.45**

3. Payrolls for July 2017:

Certificated	\$156,556.95
Classified - Monthly	\$127,722.60
Classified - Hourly	\$109,113.47

**TOTAL** **\$393,393.02**

### FISCAL IMPLICATIONS:

Total of this report: \$1,078,792.47

*(continued on next page)*

## LEGAL EXPENSES

	<b>YTD 16-17</b>	<b>15-16</b>	<b>14-15</b>	<b>13-14</b>	<b>12-13</b>
Margaret Chidester	\$124,504.39	\$160,000	\$100,000	\$185,504	\$39,288
Lozano Smith	\$12,025.42	\$3,195	\$36,004	\$18,376	\$12,401
Fagen, Friedman, Fulfrost	\$22,059.72	\$40,959	\$4,642	\$22,158	\$24,330.12
Dannis, Woliver, Kelley	\$0.00	\$1,250	\$5,845	\$0	\$0
Total	<b>\$158,589.53</b>	<b>\$205,404</b>	<b>\$146,491</b>	<b>\$226,038</b>	<b>\$76,019.12</b>

## RECOMMENDATION:

Approve item as submitted.

**Submitted by:** Julia Phippen, Supervisor of Business Services

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

Report Id: **LAAP128C**District: **64345**

## MONTHLY COMMERCIAL WARRANTS

For the Month of July 2017

Page No: 1

Run Date: 08/01/2017

Run Time: 03:09:18AM

Warrant #	Payment Status	Payment Date	Cancelled Date	Voucher Id	PO_ID	Vendor Name	Warrant Total	Fund	Res PrjY	Goal	Function	Obj	Sch/Loc	Budget Period	Line Amount	UseTax Accrual
23467531**	Void	12/22/16	7/21/17	00055914		JANENE MAXON	27.99	01.0	40350.0	11100	10000	4310	0000000	16-17	27.99	
23906986	Paid	7/5/17		00058005		ANGELICA HARRIS	57.78	01.0	00000.0	00000	72000	5210	0000000	16-17	57.78	
23906987	Paid	7/5/17		00058001		AT&T	418.00	01.0	00000.0	00000	82000	5910	0000000	16-17	16.00	
23906987	Paid	7/5/17		00058000		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	52.00	
23906987	Paid	7/5/17		00057999		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	38.00	
23906987	Paid	7/5/17		00057998		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	85.00	
23906987	Paid	7/5/17		00057997		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	19.00	
23906987	Paid	7/5/17		00057996		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	38.00	
23906987	Paid	7/5/17		00057995		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	39.00	
23906987	Paid	7/5/17		00057994		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	18.00	
23906987	Paid	7/5/17		00057993		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	113.00	
23906988	Paid	7/5/17		00057992		AT&T MOBILITY	419.25	01.0	00000.0	00000	82000	5911	0000000	16-17	419.25	
23906989	Paid	7/5/17		00057984	0000011944	AUDIOMETRICS	270.00	01.0	00000.0	11100	31400	4310	0000000	16-17	270.00	
23906990	Paid	7/5/17		00058013		BRADLEY S RENISON	1,956.00	01.0	07230.0	11100	36000	5630	0000000	16-17	405.00	
23906990	Paid	7/5/17		00058013		BRADLEY S RENISON		01.0	07240.0	57500	36000	5630	0000000	16-17	222.00	

Use tax on voucher not reflected on the line amounts, reflected separately under Use Tax Accrual, Object 9552, with Fund &amp; Resource of applicable line item

Report Id: **LAAP128C**

## MONTHLY COMMERCIAL WARRANTS

Page No: 2

District: 64345

For the Month of July 2017

Run Date: 08/01/2017

Run Time: 03:09:18AM

Warrant #	Payment Status	Payment Date	Date Cancelled	Voucher Id	PO ID	Vendor Name	Warrant Total	Fund	Res PrjY	Goal	Function	Obi	Sch/Loc	Budget Period	Line Amount	UseTax Accrual
23906990	Paid	7/5/17		00058012		BRADLEY S RENISON		01.0	07230.0	11100	36000	5630	0000000	16-17	315.00	
23906990	Paid	7/5/17		00058012		BRADLEY S RENISON		01.0	07240.0	57500	36000	5630	0000000	16-17	479.00	
23906990	Paid	7/5/17		00058011		BRADLEY S RENISON		01.0	07230.0	11100	36000	5630	0000000	16-17	425.00	
23906990	Paid	7/5/17		00058011		BRADLEY S RENISON		01.0	07240.0	57500	36000	5630	0000000	16-17	110.00	
23906991	Paid	7/5/17		00057983	0000011945	CALIFORNIA SCHOOL BOARDS ASSOCIATION	2,398.94	01.0	00000.0	00000	71000	5220	0000000	16-17	2,398.94	
23906992	Paid	7/5/17		00058006		CHARMIN ORTEGA	43.50	01.0	00000.0	00000	72000	5210	0000000	16-17	43.50	
23906993	Paid	7/5/17		00057985	0000011925	DICKINSON ENTERPRISE INC.	8,209.92	01.0	07230.0	11100	36000	5630	0000000	16-17	975.00	
23906993	Paid	7/5/17		00057985	0000011925	DICKINSON ENTERPRISE INC.		01.0	07230.0	11100	36000	5630	0000000	16-17	37.11	
23906993	Paid	7/5/17		00057985	0000011925	DICKINSON ENTERPRISE INC.		01.0	07230.0	11100	36000	5630	0000000	16-17	4.00	
23906993	Paid	7/5/17		00057985	0000011925	DICKINSON ENTERPRISE INC.		01.0	07230.0	11100	36000	5630	0000000	16-17	5,398.89	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	65.01	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	548.70	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	130.00	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	65.00	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	45.00	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	4.00	

Use tax on voucher not reflected on the line amounts, reflected separately under Use Tax Accrual, Object 9552, with Fund &amp; Resource of applicable line item

Report Id: **LAAP128C**

## MONTHLY COMMERCIAL WARRANTS

Page No: 3

District: 64345

For the Month of July 2017

Run Date: 08/01/2017

Run Time: 03:09:18AM

Warrant #	Payment Status	Date Payment	Date Cancelled	Voucher Id	PO ID	Vendor Name	Warrant Total	Fund	Res PriY	Goal	Function	Obj	Sch/Loc	Budget Period	Line Amount	UseTax Accrual
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	137.03	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	13.66	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	9.01	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	15.74	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	25.28	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	19.43	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	10.54	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	30.25	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	91.42	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	247.41	
23906993	Paid	7/5/17		00057981	0000011882	DICKINSON ENTERPRISE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	337.44	
23906994	Paid	7/5/17		00058004		HERBERT BAUTISTA	210.83	01.0	00000.0	00000	72000	5210	0000000	16-17	80.78	
23906994	Paid	7/5/17		00058003		HERBERT BAUTISTA		01.0	00000.0	00000	72000	5210	0000000	16-17	63.66	
23906994	Paid	7/5/17		00058002		HERBERT BAUTISTA		01.0	00000.0	00000	72000	5210	0000000	16-17	66.39	
23906995	Paid	7/5/17		00058010		RODRIGO RINCON	16.30	01.0	00000.0	00000	82000	5210	0000000	16-17	16.30	
23906996	Paid	7/5/17		00058009		SCHWARTZ OIL COMPANY INC.	331.75	01.0	07240.0	57500	36000	4360	0000000	16-17	48.72	

Use tax on voucher not reflected on the line amounts, reflected separately under Use Tax Accrual, Object 9552, with Fund &amp; Resource of applicable line item

Report Id: **LAAP128C**

## MONTHLY COMMERCIAL WARRANTS

Page No: 4

District: 64345

For the Month of July 2017

Run Date: 08/01/2017

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Warrant #	Payment Status	Payment Date	Date Cancelled	Voucher Id	PO ID	Vendor Name	Warrant Total	Fund	Res PrjY	Goal	Function	Obj	Sch/Loc	Budget Period	Line Amount	UseTax Accrual
23906996	Paid	7/5/17		00058008		SCHWARTZ OIL COMPANY INC.		01.0	07240.0	57500	36000	4360	0000000	16-17	70.10	
23906996	Paid	7/5/17		00058008		SCHWARTZ OIL COMPANY INC.		01.0	07230.0	11100	36000	4360	0000000	16-17	133.41	
23906996	Paid	7/5/17		00058007		SCHWARTZ OIL COMPANY INC.		01.0	07240.0	57500	36000	4360	0000000	16-17	79.52	
23906997	Paid	7/5/17		00058014		SOUTHERN CALIFORNIA EDISON	968.46	01.0	00000.0	00000	82000	5520	0100000	16-17	968.46	
23906998	Paid	7/5/17		00057982	0000011811	STAY GREEN INC.	1,620.00	01.0	00000.0	00000	82000	5630	0000000	16-17	1,620.00	
23906999	Paid	7/5/17		00057991		THE GAS COMPANY	300.63	01.0	00000.0	00000	82000	5510	0000000	16-17	21.53	
23906999	Paid	7/5/17		00057990		THE GAS COMPANY		01.0	00000.0	00000	82000	5510	0000000	16-17	22.50	
23906999	Paid	7/5/17		00057989		THE GAS COMPANY		01.0	00000.0	00000	82000	5510	0100000	16-17	52.35	
23906999	Paid	7/5/17		00057988		THE GAS COMPANY		01.0	00000.0	00000	82000	5510	0300000	16-17	39.83	
23906999	Paid	7/5/17		00057987		THE GAS COMPANY		01.0	00000.0	00000	82000	5510	0200000	16-17	164.42	
23909007	Paid	7/6/17		00058018		AT&T	498.14	01.0	00000.0	00000	82000	5910	0000000	16-17	364.36	
23909007	Paid	7/6/17		00058017		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	133.78	
23909008	Paid	7/6/17		00058016		READY REFRESH BY NESTLE	8.69	01.0	00000.0	00000	72000	5890	0000000	16-17	8.69	
23909009	Paid	7/6/17		00058015		SOUTHERN CALIFORNIA EDISON	3,679.61	01.0	00000.0	00000	82000	5520	0000000	16-17	3,679.61	
23913134	Paid	7/7/17		00058022		CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT	106,965.51	01.0	00000.0	00000	00000	9530	0000000	16-17	74,972.59	
23913134	Paid	7/7/17		00058022		CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT		01.0	00000.0	00000	00000	9530	0000000	16-17	28,297.01	

Use tax on voucher not reflected on the line amounts, reflected separately under Use Tax Accrual, Object 9552, with Fund &amp; Resource of applicable line item

Report Id: **LAAP128C**

## MONTHLY COMMERCIAL WARRANTS

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District: 64345

For the Month of July 2017

Run Date: 08/01/2017

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Warrant #	Payment Status	Payment Date	Date Cancelled	Voucher Id	PO ID	Vendor Name	Warrant Total	Fund	Res PrjY	Goal	Function	Obj	Sch/Loc	Budget Period	Line Amount	UseTax Accrual
23913134	Paid	7/7/17		00058022		CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT		01.0	00000.0	11100	10000	3711	00000000	16-17	2,304.00	
23913134	Paid	7/7/17		00058022		CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT		01.0	00000.0	00000	21000	3711	00000000	16-17	128.00	
23913134	Paid	7/7/17		00058022		CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT		01.0	00000.0	00000	71500	3711	00000000	16-17	128.00	
23913134	Paid	7/7/17		00058022		CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT		01.0	00000.0	00000	81000	3712	00000000	16-17	128.00	
23913134	Paid	7/7/17		00058022		CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT		01.0	00000.0	00000	72000	3712	00000000	16-17	128.00	
23913134	Paid	7/7/17		00058022		CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT		01.0	00000.0	00000	82000	3712	00000000	16-17	128.00	
23913134	Paid	7/7/17		00058022		CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT		01.0	00000.0	00000	60001	3712	00000000	16-17	128.00	
23913134	Paid	7/7/17		00058022		CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT		01.0	00000.0	11100	36000	3712	00000000	16-17	128.00	
23913134	Paid	7/7/17		00058022		CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT		01.0	00000.0	57500	11909	3712	00000000	16-17	128.00	
23913134	Paid	7/7/17		00058022		CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT		01.0	00000.0	11100	10000	3411	00000000	16-17	367.91	
23913135	Paid	7/7/17		00058023		CSEA	1,267.64	76.0	00000.0	00000	00000	9565	00000000	16-17	1,267.64	
23913136	Paid	7/7/17		00058019		GARCIA'S MOBILE CAR WASH	505.00	01.0	07240.0	57500	36000	5630	00000000	16-17	505.00	
23913137	Paid	7/7/17		00058029	0000011966	JAMES GIBSON JR.	675.00	01.0	00000.0	00000	71500	3711	00000000	17-18	675.00	
23913138	Paid	7/7/17		00058028	0000011967	KITTY BELENDEZ	675.00	01.0	00000.0	00000	72000	3712	00000000	17-18	675.00	
23913139	Paid	7/7/17		00058027	0000011965	MAUREEN SIMISON	152.68	01.0	00000.0	11100	27000	3712	00000000	17-18	152.68	
23913140	Paid	7/7/17		00058020	0000011936	RISE AFTER SCHOOL	12,741.00	63.1	00000.0	00000	60000	5890	00000000	16-17	12,741.00	

Use tax on voucher not reflected on the line amounts, reflected separately under Use Tax Accrual, Object 9552, with Fund &amp; Resource of applicable line item

Report Id: **LAAP128C**

## MONTHLY COMMERCIAL WARRANTS

Page No: 6

District: 64345

For the Month of July 2017

Run Date: 08/01/2017

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Warrant #	Payment Status	Date Payment	Date Cancelled	Voucher Id	PO ID	Vendor Name	Warrant Total	Fund	Res PriY	Goal	Function	Obj	Sch/Loc	Budget Period	Line Amount	UseTax Accrual
23913141	Paid	7/7/17		00058021	0000011951	RITEWAY AXLE & SUSPENSION, INC.	693.83	01.0	07230.0	11100	36000	5630	0000000	16-17	391.30	
23913141	Paid	7/7/17		00058021	0000011951	RITEWAY AXLE & SUSPENSION, INC.		01.0	07230.0	11100	36000	5630	0000000	16-17	172.78	
23913141	Paid	7/7/17		00058021	0000011951	RITEWAY AXLE & SUSPENSION, INC.		01.0	07230.0	11100	36000	5630	0000000	16-17	129.75	
23913142	Paid	7/7/17		00058026	0000011942	STORER TRANSPORATION SCHOOL SERVICE	2,277.98	01.0	07240.0	57500	36000	5814	0000000	16-17	656.93	
23913142	Paid	7/7/17		00058025	0000011942	STORER TRANSPORATION SCHOOL SERVICE		01.0	07240.0	57500	36000	5814	0000000	16-17	956.42	
23913142	Paid	7/7/17		00058024	0000011942	STORER TRANSPORATION SCHOOL SERVICE		01.0	07240.0	57500	36000	5814	0000000	16-17	664.63	
23913143	Paid	7/7/17		00058030	0000011968	YOLANDA CIPOLLA	206.72	01.0	00000.0	11100	27000	3712	0000000	17-18	206.72	
23916559	Paid	7/10/17		00058031	0000011918	EDUCATIONAL TESTING SERVICE	345.84	01.0	00000.0	11100	10000	4310	0000000	16-17	345.84	
23916560	Paid	7/10/17		00057980	0000011941	MODULAR SPACE CORPORATION	910.89	01.0	00000.0	00000	72000	5610	0000000	16-17	910.89	
23916561	Paid	7/10/17		00058032	0000011996	U.S. BANK PARS ACCOUNT #6745030800	66,140.90	01.0	00000.0	11100	10000	3901	0000000	17-18	66,140.90	
23918844	Paid	7/11/17		00058033	0000011520	ASTRO AWARDS & APPAREL	11.91	01.0	00000.0	11100	71000	5220	0000000	16-17	11.91	
23918845	Paid	7/11/17		00058035		JASMINE BENSON	1,285.12	01.0	40350.0	11100	10000	5220	0000000	16-17	1,285.12	
23918846	Paid	7/11/17		00058036	0000011998	LOS ANGELES COUNTY OFFICE OF ED	19,394.16	01.0	65000.0	57500	11909	5890	0000835	16-17	19,394.16	
23918847	Paid	7/11/17		00058039	0000011972	SAN JOAQUIN COUNTY OFFICE OF ED.	450.00	01.0	00000.0	00000	72000	5830	0000000	17-18	450.00	
23918848	Paid	7/11/17		00058034		SANTA CLARITA VALLEY SCHOOL FOOD SERV	155.08	63.0	00000.0	00000	60000	5890	0410000	16-17	22.08	
23918848	Paid	7/11/17		00058034		SANTA CLARITA VALLEY SCHOOL FOOD SERV		12.0	61050.0	00010	10000	5890	0980000	16-17	30.48	

Use tax on voucher not reflected on the line amounts, reflected separately under Use Tax Accrual, Object 9552, with Fund &amp; Resource of applicable line item



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## MONTHLY COMMERCIAL WARRANTS

Page No: 7

District: 64345

For the Month of July 2017

Run Date: 08/01/2017

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Warrant #	Payment Status	Payment Date	Date Cancelled	Voucher Id	PO_ID	Vendor Name	Warrant Total	Fund	Res PriY	Goal	Function	Obj	Sch/Loc	Budget Period	Line Amount	UseTax Accrual
23918848	Paid	7/11/17		00058034		SANTA CLARITA VALLEY SCHOOL FOOD SERV		12.0	61050.0	00010	10000	5890	0950000	16-17	102.52	
23918849	Paid	7/11/17		00058038	0000011943	US HEALTHWORKS MEDICAL GROUP	580.00	01.0	00000.0	00000	72000	5860	0000000	16-17	145.00	
23918849	Paid	7/11/17		00058037	0000011943	US HEALTHWORKS MEDICAL GROUP		01.0	00000.0	00000	72000	5860	0000000	16-17	435.00	
23921875	Paid	7/12/17		00058049		AT&T	280.00	01.0	00000.0	00000	82000	5910	0000000	16-17	71.00	
23921875	Paid	7/12/17		00058048		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	111.00	
23921875	Paid	7/12/17		00058047		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	80.00	
23921875	Paid	7/12/17		00058046		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	18.00	
23921876	Paid	7/12/17		00058040	0000011913	AXES FIRE, INC.	199.35	01.0	07230.0	11100	36000	5630	0000000	16-17	199.35	
23921877	Paid	7/12/17		00058057		ERIN AUGUSTA	226.27	01.0	01000.0	11100	10000	4310	0400000	17-18	226.27	
23921878	Paid	7/12/17		00058044		KAREN PREYER	202.60	01.0	65000.0	57500	11909	5210	0000835	16-17	202.60	
23921879	Paid	7/12/17		00058045		RAQUEL ULLOA	62.06	01.0	65000.0	57500	11909	5210	0000835	16-17	62.06	
23921880	Paid	7/12/17		00058043		SOUTHERN CALIFORNIA EDISON	1,620.83	01.0	00000.0	00000	82000	5520	0200000	16-17	1,546.18	
23921880	Paid	7/12/17		00058042		SOUTHERN CALIFORNIA EDISON		01.0	00000.0	00000	82000	5520	0000000	16-17	74.65	
23921881	Paid	7/12/17		00058041	0000012001	VALENCIA COMMERCE CENTER	347.92	01.0	00000.0	00000	72000	5890	0000000	17-18	347.92	
23921882	Paid	7/12/17		00058056		WASTE MANAGEMENT	986.49	01.0	00000.0	00000	82000	5560	0400000	17-18	185.01	
23921882	Paid	7/12/17		00058055		WASTE MANAGEMENT		12.0	61050.0	00000	82000	5560	0950000	17-18	5.00	

Use tax on voucher not reflected on the line amounts, reflected separately under Use Tax Accrual, Object 9552, with Fund &amp; Resource of applicable line item

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## MONTHLY COMMERCIAL WARRANTS

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Warrant #	Payment Status	Payment Date	Date Cancelled	Voucher Id	PO ID	Vendor Name	Warrant Total	Fund	Res PriY	Goal	Function	Obi	Sch/Loc	Budget Period	Line Amount	Use Tax Accrual
23921882	Paid	7/12/17		00058054		WASTE MANAGEMENT		01.0	00000.0	00000	82000	5560	0100000	17-18	204.77	
23921882	Paid	7/12/17		00058053		WASTE MANAGEMENT		01.0	00000.0	00000	82000	5560	0200000	17-18	273.74	
23921882	Paid	7/12/17		00058052		WASTE MANAGEMENT		01.0	00000.0	00000	82000	5560	0300000	17-18	215.85	
23921882	Paid	7/12/17		00058051		WASTE MANAGEMENT		01.0	00000.0	00000	82000	5560	0000000	17-18	67.71	
23921882	Paid	7/12/17		00058050		WASTE MANAGEMENT		01.0	00000.0	00000	82000	5560	0000000	17-18	34.41	
23925126	Paid	7/13/17		00058088		AT&T	46.76	01.0	00000.0	00000	82000	5910	0000000	16-17	46.76	
23925127	Paid	7/13/17		00058081	0000012016	CALIFORNIA FINANCIAL SERVICES	3,040.46	21.1	00000.0	99000	85000	4340	0000000	16-17	3,040.46	
23925128	Paid	7/13/17		00058080	0000012015	ERIC HALL & ASSOCIATES, LLC	162.50	25.0	00000.0	00000	85000	5890	0000000	16-17	162.50	
23925129	Paid	7/13/17		00058075	0000012006	ESCHOOL SOLUTIONS	3,780.19	01.0	00000.0	00000	72000	5890	0000000	17-18	3,780.19	
23925130	Paid	7/13/17		00058079	0000012014	KOPPEL & GRUBER PUBLIC FINANCE	4,640.24	52.1	00000.0	00000	91000	7434	0000000	16-17	1,886.23	
23925130	Paid	7/13/17		00058078	0000012014	KOPPEL & GRUBER PUBLIC FINANCE		52.1	00000.0	00000	91000	7434	0000000	16-17	2,754.01	
23925131	Paid	7/13/17		00058058	0000012019	OFFICE DEPOT	874.06	01.0	01000.0	11100	10000	4310	0100000	16-17	1.19	
23925131	Paid	7/13/17		00058072	0000011922	OFFICE DEPOT		01.0	30100.0	11100	10010	4310	0000000	16-17	2.71	
23925131	Paid	7/13/17		00058071	0000011922	OFFICE DEPOT		01.0	30100.0	11100	10010	4310	0000000	16-17	2.93	
23925131	Paid	7/13/17		00058070	0000011922	OFFICE DEPOT		01.0	30100.0	11100	10010	4310	0000000	16-17	15.19	
23925131	Paid	7/13/17		00058070	0000011922	OFFICE DEPOT		01.0	00000.0	00000	72000	4350	0000000	16-17	116.69	

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23925131	Paid	7/13/17		00058069	0000011911	OFFICE DEPOT		01.0	00000.0	00000	72000	4310	0000000	16-17	233.38	
23925131	Paid	7/13/17		00058064	0000011901	OFFICE DEPOT		01.0	65000.0	50010	10010	4310	0000000	16-17	9.23	
23925131	Paid	7/13/17		00058063	0000011901	OFFICE DEPOT		01.0	65000.0	50010	10010	4310	0000000	16-17	5.64	
23925131	Paid	7/13/17		00058068	0000011902	OFFICE DEPOT		01.0	30100.0	11100	10010	4310	0000000	16-17	233.98	
23925131	Paid	7/13/17		00058067	0000011901	OFFICE DEPOT		01.0	65000.0	50010	10010	4310	0000000	16-17	7.47	
23925131	Paid	7/13/17		00058066	0000011901	OFFICE DEPOT		01.0	65000.0	50010	10010	4310	0000000	16-17	4.34	
23925131	Paid	7/13/17		00058065	0000011901	OFFICE DEPOT		01.0	65000.0	50010	10010	4310	0000000	16-17	49.61	
23925131	Paid	7/13/17		00058062	0000011901	OFFICE DEPOT		01.0	65000.0	50010	10010	4310	0000000	16-17	6.53	
23925131	Paid	7/13/17		00058061	0000011901	OFFICE DEPOT		01.0	65000.0	50010	10010	4310	0000000	16-17	146.83	
23925131	Paid	7/13/17		00058060	0000011901	OFFICE DEPOT		01.0	65000.0	50010	10010	4310	0000000	16-17	36.32	
23925131	Paid	7/13/17		00058059	0000012020	OFFICE DEPOT		01.0	01000.0	11100	10000	4310	0300000	16-17	2.02	
23925132	Paid	7/13/17		00058087		SCHWARTZ OIL COMPANY INC.	595.81	01.0	07240.0	57500	36000	4360	0000000	16-17	35.22	
23925132	Paid	7/13/17		00058086		SCHWARTZ OIL COMPANY INC.		01.0	00000.0	00000	82000	4360	0000000	16-17	67.75	
23925132	Paid	7/13/17		00058085		SCHWARTZ OIL COMPANY INC.		01.0	07240.0	57500	36000	4360	0000000	16-17	52.48	
23925132	Paid	7/13/17		00058085		SCHWARTZ OIL COMPANY INC.		01.0	07240.0	57500	36000	4360	0000000	16-17	0.00	
23925132	Paid	7/13/17		00058085		SCHWARTZ OIL COMPANY INC.		01.0	07230.0	11100	36000	4360	0000000	16-17	237.97	

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23925132	Paid	7/13/17		00058084		SCHWARTZ OIL COMPANY INC.		01.0	07240.0	57500	36000	4360	0000000	16-17	88.17	
23925132	Paid	7/13/17		00058083		SCHWARTZ OIL COMPANY INC.		01.0	07240.0	57500	36000	4360	0000000	16-17	33.44	
23925132	Paid	7/13/17		00058082		SCHWARTZ OIL COMPANY INC.		01.0	00000.0	00000	82000	4360	0000000	16-17	80.78	
23925133	Paid	7/13/17		00058076	0000012008	SPARKLETTS	170.06	01.0	00000.0	00000	82000	5890	0000000	17-18	170.06	
23925134	Paid	7/13/17		00058077	0000012017	STATE BOARD OF EQUALIZATION	26.37	01.0	07230.0	11100	36000	4360	0000000	16-17	26.37	
23928595	Paid	7/14/17		00058096		AT&T	39.00	01.0	00000.0	00000	82000	5910	0000000	16-17	39.00	
23928596	Paid	7/14/17		00058100	0000012024	DEPT OF JUSTICE	448.00	01.0	00000.0	00000	72000	5860	0000000	16-17	448.00	
23928597	Paid	7/14/17		00058097		EXELON GENERATION	30,352.55	01.0	00000.0	00000	82000	5520	0100000	16-17	6,099.27	
23928597	Paid	7/14/17		00058097		EXELON GENERATION		01.0	00000.0	00000	82000	5520	0200000	16-17	12,238.11	
23928597	Paid	7/14/17		00058097		EXELON GENERATION		01.0	00000.0	00000	82000	5520	0300000	16-17	5,270.53	
23928597	Paid	7/14/17		00058097		EXELON GENERATION		01.0	00000.0	00000	82000	5520	0400000	16-17	6,744.64	
23928598	Paid	7/14/17		00058103	0000012041	SAGE STAFFING	495.00	01.0	00000.0	00000	72000	5860	0000000	16-17	45.00	
23928598	Paid	7/14/17		00058102	0000012041	SAGE STAFFING		01.0	00000.0	00000	72000	5860	0000000	16-17	45.00	
23928598	Paid	7/14/17		00058101	0000012041	SAGE STAFFING		01.0	00000.0	00000	72000	5860	0000000	16-17	225.00	
23928598	Paid	7/14/17		00058099	0000012041	SAGE STAFFING		01.0	00000.0	00000	72000	5860	0000000	16-17	180.00	
23928599	Paid	7/14/17		00058092		SCHWARTZ OIL COMPANY INC.	185.73	01.0	07240.0	57500	36000	4360	0000000	17-18	63.95	

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<u>Warrant #</u>	<u>Payment Status</u>	<u>Date Payment</u>	<u>Date Cancelled</u>	<u>Voucher Id</u>	<u>PO ID</u>	<u>Vendor Name</u>	<u>Warrant Total</u>	<u>Fund</u>	<u>Res PriY</u>	<u>Goal</u>	<u>Function</u>	<u>Obi</u>	<u>Sch/Loc</u>	<u>Budget Period</u>	<u>Line Amount</u>	<u>UseTax Accrual</u>
23928599	Paid	7/14/17		00058092		SCHWARTZ OIL COMPANY INC.		01.0	07230.0	11100	36000	4360	0000000	17-18	46.22	
23928599	Paid	7/14/17		00058091		SCHWARTZ OIL COMPANY INC.		01.0	07240.0	57500	36000	4360	0000000	16-17	75.56	
23928600	Paid	7/14/17		00058095		VALENCIA WATER CO.	292.65	01.0	00000.0	00000	82000	5530	0000000	16-17	46.10	
23928600	Paid	7/14/17		00058094		VALENCIA WATER CO.		01.0	00000.0	00000	82000	5530	0000000	16-17	155.00	
23928600	Paid	7/14/17		00058093		VALENCIA WATER CO.		01.0	00000.0	00000	82000	5530	0000000	16-17	91.55	
23931826	Paid	7/17/17		00058110	0000012027	A-Z BUS SALES	400.76	01.0	07240.0	57500	36000	5630	0000000	16-17	200.38	
23931826	Paid	7/17/17		00058110	0000012027	A-Z BUS SALES		01.0	07230.0	11100	36000	5630	0000000	16-17	200.38	
23931827	Paid	7/17/17		00058106	0000012043	HOME DEPOT CREDIT SERVICES	759.26	01.0	00000.0	00000	82000	5630	0000000	16-17	759.26	
23931828	Paid	7/17/17		00058108	0000011992	PRACTI-CAL, INC	1,101.34	01.0	56400.0	00000	31400	5810	0000000	17-18	1,101.34	
23931829	Paid	7/17/17		00058089	0000011362	PROGRESSIVE STEPS, INC.	570.00	01.0	65000.0	57700	39000	5850	0000000	16-17	570.00	
23931830	Paid	7/17/17		00058112	0000011938	SANTA MARIA TIRE INC.	2,829.36	01.0	07230.0	11100	36000	5630	0000000	16-17	32.82	
23931830	Paid	7/17/17		00058112	0000011938	SANTA MARIA TIRE INC.		01.0	07230.0	11100	36000	5630	0000000	16-17	902.85	
23931830	Paid	7/17/17		00058112	0000011938	SANTA MARIA TIRE INC.		01.0	07230.0	11100	36000	5630	0000000	16-17	304.25	
23931830	Paid	7/17/17		00058112	0000011938	SANTA MARIA TIRE INC.		01.0	07230.0	11100	36000	5630	0000000	16-17	175.00	
23931830	Paid	7/17/17		00058112	0000011938	SANTA MARIA TIRE INC.		01.0	07230.0	11100	36000	5630	0000000	16-17	140.00	
23931830	Paid	7/17/17		00058112	0000011938	SANTA MARIA TIRE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	583.20	

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23931830	Paid	7/17/17		00058112	0000011938	SANTA MARIA TIRE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	77.69	
23931830	Paid	7/17/17		00058112	0000011938	SANTA MARIA TIRE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	448.59	
23931830	Paid	7/17/17		00058112	0000011938	SANTA MARIA TIRE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	40.00	
23931830	Paid	7/17/17		00058112	0000011938	SANTA MARIA TIRE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	42.38	
23931830	Paid	7/17/17		00058112	0000011938	SANTA MARIA TIRE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	60.85	
23931830	Paid	7/17/17		00058112	0000011938	SANTA MARIA TIRE INC.		01.0	07240.0	57500	36000	5630	0000000	16-17	21.73	
23931831	Paid	7/17/17		00058107	0000012042	SAUGUS UNION SCHOOL DISTRICT	2,000.00	01.0	40350.0	11100	10000	5890	0000000	16-17	2,000.00	
23931832	Paid	7/17/17		00058109	0000011999	SCHOOLCITY INC.	1,800.00	01.0	00000.0	00000	72000	5890	0000000	17-18	1,800.00	
23931833	Paid	7/17/17		00058073	0000012004	SIRMA I	91,828.12	01.0	00000.0	00000	72000	5450	0000000	17-18	91,828.12	
23931834	Paid	7/17/17		00058074	0000012005	SIRMA II	176,051.00	01.0	00000.0	00000	72000	5450	0000000	17-18	176,051.00	
23931835	Paid	7/17/17		00058105	0000012044	US HEALTHWORKS MEDICAL GROUP	506.00	01.0	00000.0	00000	72000	5860	0000000	16-17	290.00	
23931835	Paid	7/17/17		00058104	0000012044	US HEALTHWORKS MEDICAL GROUP		01.0	00000.0	00000	72000	5860	0000000	16-17	216.00	
23931836	Paid	7/17/17		00058111		VOYAGER FLEET SYSTEMS INC.	1,135.53	01.0	07240.0	57500	36000	4360	0000000	16-17	661.28	
23931836	Paid	7/17/17		00058111		VOYAGER FLEET SYSTEMS INC.		01.0	07230.0	11100	36000	4360	0000000	16-17	474.25	
23933679	Paid	7/18/17		00058116	0000012028	ASAP PEST CONTROL SERVICE	785.00	01.0	00000.0	00000	82000	5570	0000000	16-17	295.00	
23933679	Paid	7/18/17		00058115	0000012028	ASAP PEST CONTROL SERVICE		01.0	00000.0	00000	82000	5570	0000000	16-17	295.00	

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23933679	Paid	7/18/17		00058114	0000012028	ASAP PEST CONTROL SERVICE		01.0	00000.0	00000	82000	5570	0000000	16-17	195.00	
23937549	Paid	7/19/17		00058117	0000012053	CASTAIC LAKE RV PARK INC.	333.09	01.0	07240.0	57500	36000	4360	0000000	16-17	333.09	
23939953	Paid	7/20/17		00058090	0000012021	TOSHIBA FINANCIAL SERVICES	2,701.98	01.0	00000.0	00000	72000	5610	0000000	17-18	2,701.98	
23943185	Paid	7/21/17		00058119	0000012096	A-Z BUS SALES	5,748.05	01.0	07230.0	11100	36000	5630	0000000	16-17	5,748.05	
23943186	Paid	7/21/17		00058118		AV PARTY RENTAL	193.60	12.0	61050.0	00010	10000	4310	0950000	16-17	193.60	
23943187	Paid	7/21/17		00058120	0000012093	NEWHALL SCHOOL DISTRICT	2,736.42	01.0	00000.0	00000	72000	5890	0000000	16-17	2,736.42	
23943188	Paid	7/21/17		00058121	0000012090	SAUGUS UNION SCHOOL DISTRICT	300.00	01.0	65000.0	50010	21000	5890	0000000	16-17	300.00	
23945581	Paid	7/24/17		00058122		RISE AFTER SCHOOL	11,353.50	63.1	00000.0	00000	60000	5890	0000000	16-17	11,353.50	
23947078	Paid	7/25/17		00058132		AT&T	1,526.62	01.0	00000.0	00000	82000	5910	0000000	16-17	85.00	
23947078	Paid	7/25/17		00058131		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	52.00	
23947078	Paid	7/25/17		00058130		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	85.00	
23947078	Paid	7/25/17		00058129		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	114.00	
23947078	Paid	7/25/17		00058124		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	80.00	
23947078	Paid	7/25/17		00058123		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	309.10	
23947078	Paid	7/25/17		00058142		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	87.58	
23947078	Paid	7/25/17		00058141		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	38.00	

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			<u>Cancelled</u>	<u>Id</u>					<u>PrjY</u>					<u>Period</u>	<u>Amount</u>	<u>Accrual</u>
23947078	Paid	7/25/17		00058140		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	16.00	
23947078	Paid	7/25/17		00058139		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	18.00	
23947078	Paid	7/25/17		00058138		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	19.00	
23947078	Paid	7/25/17		00058137		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	38.00	
23947078	Paid	7/25/17		00058136		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	39.00	
23947078	Paid	7/25/17		00058135		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	18.00	
23947078	Paid	7/25/17		00058134		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	153.94	
23947078	Paid	7/25/17		00058133		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	113.00	
23947078	Paid	7/25/17		00058128		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	85.00	
23947078	Paid	7/25/17		00058127		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	70.00	
23947078	Paid	7/25/17		00058126		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	35.00	
23947078	Paid	7/25/17		00058125		AT&T		01.0	00000.0	00000	82000	5910	0000000	16-17	71.00	
23948646	Paid	7/26/17		00058161		AT&T	128.07	01.0	00000.0	00000	82000	5910	0000000	17-18	128.07	
23948647	Paid	7/26/17		00058159		AT&T	522.68	01.0	00000.0	00000	82000	5910	0000000	17-18	355.42	
23948647	Paid	7/26/17		00058154		AT&T		01.0	00000.0	00000	82000	5910	0000000	17-18	167.26	
23948648	Paid	7/26/17		00058146		BANK OF AMERICA	588.65	01.0	00000.0	00000	72000	4310	0000000	16-17	588.65	

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Warrant #	Payment Status	Date Payment	Date Cancelled	Voucher Id	PO ID	Vendor Name	Warrant Total	Fund	Res PriY	Goal	Function	Obi	Sch/Loc	Budget Period	Line Amount	UseTax Accrual
23948649	Paid	7/26/17		00058144	0000012091	CALIFORNIA STATE TEACHER'S RETIREMENT	43,380.34	01.0	00000.0	11100	10000	3901	0000000	17-18	43,380.34	
23948650	Paid	7/26/17		00058145	0000012000	CSBA	2,270.00	01.0	00000.0	00000	71000	5310	0000000	17-18	2,270.00	
23948651	Paid	7/26/17		00058143	0000011971	FEDEX	37.18	01.0	00000.0	00000	82000	5912	0000000	17-18	37.18	
23948652	Paid	7/26/17		00058163		NEWHALL COUNTY WATER DISTRICT	490.30	01.0	00000.0	00000	82000	5530	0400000	17-18	355.52	
23948652	Paid	7/26/17		00058162		NEWHALL COUNTY WATER DISTRICT		01.0	00000.0	00000	82000	5530	0400000	17-18	134.78	
23948653	Paid	7/26/17		00058147		SIRMA I	10.24	01.0	00000.0	00000	72000	5450	0000000	17-18	10.24	
23948654	Paid	7/26/17		00058158		SOUTHERN CALIFORNIA EDISON	2,617.12	01.0	00000.0	00000	82000	5520	0000000	17-18	202.84	
23948654	Paid	7/26/17		00058157		SOUTHERN CALIFORNIA EDISON		12.0	61050.0	00000	82000	5520	0950000	17-18	371.24	
23948654	Paid	7/26/17		00058156		SOUTHERN CALIFORNIA EDISON		01.0	00000.0	00000	82000	5520	0400000	17-18	1,378.52	
23948654	Paid	7/26/17		00058155		SOUTHERN CALIFORNIA EDISON		01.0	00000.0	00000	82000	5520	0300000	17-18	664.52	
23948655	Paid	7/26/17		00058153		VALENCIA WATER CO.	3,166.24	01.0	00000.0	00000	82000	5530	0200000	17-18	322.81	
23948655	Paid	7/26/17		00058152		VALENCIA WATER CO.		01.0	00000.0	00000	82000	5530	0000000	16-17	85.40	
23948655	Paid	7/26/17		00058151		VALENCIA WATER CO.		01.0	00000.0	00000	82000	5530	0100000	16-17	183.80	
23948655	Paid	7/26/17		00058150		VALENCIA WATER CO.		01.0	00000.0	00000	82000	5530	0200000	16-17	266.90	
23948655	Paid	7/26/17		00058149		VALENCIA WATER CO.		01.0	00000.0	00000	82000	5530	0200000	16-17	183.80	
23948655	Paid	7/26/17		00058148		VALENCIA WATER CO.		01.0	00000.0	00000	82000	5530	0300000	16-17	2,123.53	

Use tax on voucher not reflected on the line amounts, reflected separately under Use Tax Accrual, Object 9552, with Fund &amp; Resource of applicable line item

Report Id: **LAAP128C**

## MONTHLY COMMERCIAL WARRANTS

Page No: 16

District: 64345

For the Month of July 2017

Run Date: 08/01/2017

Run Time: 03:09:18AM

Warrant #	Payment Status	Payment Date	Date Cancelled	Voucher Id	PO_ID	Vendor Name	Warrant Total	Fund	Res PrjY	Goal	Function	Obj	Sch/Loc	Budget Period	Line Amount	UseTax Accrual
23951491	Paid	7/27/17		00058164	0000011960	CASTAIC TRUCK WASH	160.00	01.0	07230.0	11100	36000	5630	0000000	17-18	80.00	
23951491	Paid	7/27/17		00058164	0000011960	CASTAIC TRUCK WASH		01.0	07240.0	57500	36000	5630	0000000	17-18	80.00	
23951492	Paid	7/27/17		00058165	0000011979	HIRSCH PIPE & SUPPLY	62.42	01.0	00000.0	00000	82000	5630	0000000	17-18	62.42	
23951493	Paid	7/27/17		00058166	0000011980	JOHN MURRAY PLUMBING	354.00	01.0	81500.0	00000	81100	5630	0000000	17-18	354.00	
23951494	Paid	7/27/17		00058170		NEWHALL COUNTY WATER DISTRICT	3,560.12	01.0	00000.0	00000	82000	5530	0400000	17-18	3,560.12	
23951495	Paid	7/27/17		00058169		VALENCIA WATER CO.	8,110.45	01.0	00000.0	00000	82000	5530	0200000	16-17	6,195.70	
23951495	Paid	7/27/17		00058167		VALENCIA WATER CO.		01.0	00000.0	00000	82000	5530	0100000	16-17	1,914.75	
23953902	Paid	7/28/17		00058176	0000011954	AMERICAN FIDELITY ADMINISTRATIVE	240.80	01.0	00000.0	00000	72000	5890	0000000	17-18	240.80	
23953903	Paid	7/28/17		00058186		AT&T MOBILITY	484.29	01.0	00000.0	00000	82000	5911	0000000	17-18	484.29	
23953904	Paid	7/28/17		00058177	000011899	CA PAVING & GRADING	4,445.00	01.0	81500.0	00000	81100	5630	0000000	17-18	4,445.00	
23953905	Paid	7/28/17		00058175	0000012022	FINISH LINE CONCRETE CUTTING	12,500.00	01.0	81500.0	00000	81100	5630	0100000	17-18	6,800.00	
23953905	Paid	7/28/17		00058175	0000012022	FINISH LINE CONCRETE CUTTING		01.0	81500.0	00000	81100	5630	0200000	17-18	5,700.00	
23953906	Paid	7/28/17		00058185		FIRE ACE INC.	1,645.00	01.0	00000.0	00000	82000	5630	0000000	16-17	1,645.00	
23953907	Paid	7/28/17		00058174	0000012071	L&J IMPRESSIONS, INC.	451.49	01.0	00000.0	00000	72000	4350	0000000	17-18	275.31	
23953907	Paid	7/28/17		00058173	0000011989	L&J IMPRESSIONS, INC.		01.0	00000.0	00000	72000	4350	0000000	17-18	84.83	
23953907	Paid	7/28/17		00058173	0000011989	L&J IMPRESSIONS, INC.		01.0	00000.0	00000	72000	4350	0000000	17-18	91.35	

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Report Id: **LAAP128C**

## MONTHLY COMMERCIAL WARRANTS

Page No: 17

District: 64345

For the Month of July 2017

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Warrant #	<u>Payment</u> Status	<u>Date</u> Payment	<u>Date</u> Cancelled	<u>Voucher</u> Id	<u>PO ID</u>	<u>Vendor Name</u>	<u>Warrant Total</u>	<u>Fund</u>	<u>Res</u> PrjY	<u>Goal</u>	<u>Function</u>	<u>Obj</u>	<u>Sch/Loc</u>	<u>Budget</u> Period	<u>Line</u> Amount	<u>UseTax</u> Accrual
23953908	Paid	7/28/17		00058178		SOUTHERN CALIFORNIA EDISON	4,846.12	01.0	00000.0	00000	82000	5520	0000000	17-18	4,846.12	
23953909	Paid	7/28/17		00058184		THE GAS COMPANY	135.24	01.0	00000.0	00000	82000	5510	0100000	17-18	27.22	
23953909	Paid	7/28/17		00058183		THE GAS COMPANY		01.0	00000.0	00000	82000	5510	0300000	17-18	14.79	
23953909	Paid	7/28/17		00058182		THE GAS COMPANY		01.0	00000.0	00000	82000	5510	0200000	17-18	51.40	
23953909	Paid	7/28/17		00058181		THE GAS COMPANY		01.0	00000.0	00000	82000	5510	0000000	17-18	23.39	
23953909	Paid	7/28/17		00058180		THE GAS COMPANY		01.0	00000.0	00000	82000	5510	0000000	17-18	18.44	
23953910	Paid	7/28/17		00058179		VAVRINEK, TRINE, DAY & CO., LLP	937.50	01.0	00000.0	00000	72000	5810	0000000	16-17	937.50	
23955840	Paid	7/31/17		00058192		IOTEC	184.93	01.0	00000.0	11100	27000	4350	0000000	17-18	152.83	
23955840	Paid	7/31/17		00058192		IOTEC		01.0	01000.0	11100	27000	4350	0100000	17-18	5.19	
23955840	Paid	7/31/17		00058192		IOTEC		01.0	01000.0	11100	27000	4350	0200000	17-18	1.94	
23955840	Paid	7/31/17		00058192		IOTEC		01.0	01000.0	11100	27000	4350	0300000	17-18	3.61	
23955840	Paid	7/31/17		00058192		IOTEC		01.0	01000.0	11100	27000	4350	0400000	17-18	21.36	
23955841	Paid	7/31/17		00058201	0000011966	JAMES GIBSON JR.	675.00	01.0	00000.0	00000	71500	3711	0000000	17-18	675.00	
23955842	Paid	7/31/17		00058200	0000011967	KITTY BELENDEZ	675.00	01.0	00000.0	00000	72000	3712	0000000	17-18	675.00	
23955843	Paid	7/31/17		00058204	0000011988	L&J IMPRESSIONS, INC.	139.75	01.0	00000.0	11100	10000	4310	0000000	17-18	139.75	
23955844	Paid	7/31/17		00058202	0000011965	MAUREEN SIMISON	152.68	01.0	00000.0	11100	27000	3712	0000000	17-18	152.68	

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Report Id: **LAAP128C**

## MONTHLY COMMERCIAL WARRANTS

Page No: 18

District: 64345

For the Month of July 2017

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<u>Warrant #</u>	<u>Payment Status</u>	<u>Date</u>	<u>Cancelled</u>	<u>Voucher Id</u>	<u>PO ID</u>	<u>Vendor Name</u>	<u>Warrant Total</u>	<u>Fund</u>	<u>Res PriY</u>	<u>Goal</u>	<u>Function</u>	<u>Obj</u>	<u>Sch/Loc</u>	<u>Budget Period</u>	<u>Line Amount</u>	<u>UseTax Accrual</u>
23955845	Paid	7/31/17		00058191		SANTA CLARITA AUTO AIR	690.06	01.0	07240.0	57500	36000	5630	0000000	16-17	336.20	
23955845	Paid	7/31/17		00058190		SANTA CLARITA AUTO AIR		01.0	07240.0	57500	36000	5630	0000000	16-17	353.86	
23955846	Paid	7/31/17		00058199		SCHWARTZ OIL COMPANY INC.	520.47	01.0	07240.0	57500	36000	4360	0000000	17-18	88.80	
23955846	Paid	7/31/17		00058198		SCHWARTZ OIL COMPANY INC.		01.0	07240.0	57500	36000	4360	0000000	17-18	110.98	
23955846	Paid	7/31/17		00058197		SCHWARTZ OIL COMPANY INC.		01.0	07240.0	57500	36000	4360	0000000	17-18	66.84	
23955846	Paid	7/31/17		00058196		SCHWARTZ OIL COMPANY INC.		01.0	07240.0	57500	36000	4360	0000000	17-18	70.21	
23955846	Paid	7/31/17		00058195		SCHWARTZ OIL COMPANY INC.		01.0	07240.0	57500	36000	4360	0000000	17-18	70.52	
23955846	Paid	7/31/17		00058194		SCHWARTZ OIL COMPANY INC.		01.0	00000.0	00000	82000	4360	0000000	17-18	69.45	
23955846	Paid	7/31/17		00058193		SCHWARTZ OIL COMPANY INC.		01.0	07240.0	57500	36000	4360	0000000	17-18	43.67	
23955847	Paid	7/31/17		00058188	0000012095	WOLF'S TOWING & AUTO REPAIR	435.00	01.0	07230.0	11100	36000	5630	0000000	17-18	217.50	
23955847	Paid	7/31/17		00058187	0000012094	WOLF'S TOWING & AUTO REPAIR		01.0	07240.0	57500	36000	5630	0000000	17-18	217.50	
23955848	Paid	7/31/17		00058203	0000011968	YOLANDA CIPOLLA	206.72	01.0	00000.0	11100	27000	3712	0000000	17-18	206.72	

Use tax on voucher not reflected on the line amounts, reflected separately under Use Tax Accrual, Object 9552, with Fund &amp; Resource of applicable line item

# CASTAIC UNION SCHOOL DISTRICT

## BOARD AGENDA ITEM

# EXHIBIT

# D

**Meeting Date:** August 10, 2017

**Item Title:** Public Hearing to Present Reserve for Economic Uncertainties Information

**Item Type:** Action

### BACKGROUND:

Per Education Code Section (a)(2)(b), the following district Reserve of Economic Uncertainties (REU) information will be presented at a public hearing on August 10, 2017 during the regularly scheduled board meeting.

- |   |                |
|---|----------------|
| 1. State required 3% minimum REU:   | \$647,964.54   |
| 2. 6% REU:  | \$1,295,929.08 |
| 3. The District's projected Unassigned/Unreserved balance at June 30, 2017<br>per Multi-Year Projection:                  | \$2,938,377.30 |
| 4. Reserve exceeding the minimum REU:   | \$1,642,448.22 |
| 5. Reason for reserves exceeding the minimum:   |                |
| a. Financial flexibility to absorb unanticipated expenditures without significant<br>disruption to education programs     |                |
| b. Protection against exposure to significant one-time outlays such as disasters, lawsuits,<br>or material audit findings |                |
| c. Protection against the volatility of state revenues  |                |
| d. Cash management/avoiding the cost of borrowing cash for cash flow purposes   |                |
| e. Protection against declining enrollment  |                |

This is not an exhaustive list. The district is committed to maintaining a prudent level of financial resources to protect against the need to reduce service levels because of temporary revenue shortfalls or unpredicted expenditures. The district's board policy requires a Reserve for Economic Uncertainties equal to a minimum state requirement of 3%. The volatility of revenues necessitates all districts to guard against the uncertainty of LCFF revenue, gap funding implementation and declining enrollment. The goal of maintaining a reserve above 3% creates a more stable educational environment for students and staff.

### FISCAL IMPLICATIONS:

There is no fiscal impact on the District.

*(continued on next page)*

**RECOMMENDATION:**

Approve item as submitted.

**Submitted by:** Julia Phippen, Supervisor of Business Services

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>E</b>

**Meeting Date:** August 10, 2017

**Item Title:** Approval of the 2017-2018 Contract between Castaic Union School District and The Academy for Advancement of Children with Autism – Chatsworth

**Item Type:** Action

**BACKGROUND:**

When an IEP team determines that a student needs an educational program that the school district cannot provide, the district must find appropriate placement.

**FISCAL IMPLICATIONS:**

Not to exceed \$125,000.00

**RECOMMENDATION:**

Approve item as submitted.

**Submitted by:** Florence Hanan, Director of Student Support Services

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

*2017-2018*

*GLAAS Edition Final*

*ISA approved 5/13/2016*



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# 2017-2018

CONTRACT NUMBER:  
**AAA62317-DJS**

---

## NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

The Academy for Advancement of Children with Autism  
(Hereinafter referred to as “CONTRACTOR”)

## NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

### AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

#### 1. MASTER CONTRACT

This Master Contract is entered into this 13th day of July, 2017, between the Castaic Union School District (LEA, county office of education, a charter school participating as a member of the special education local plan area, or special education local plan area), county of Los Angeles hereinafter referred to as the local educational agency ("LEA") and The Academy for Advancement of Children with Autism (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 data base 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, or by written direction of the LEA, 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 LEA student’s parent evidencing the parent’s agreement to the IEP. 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 actively support or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **2. CERTIFICATIONS 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 sections 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 the capacity as stated on CONTRACTOR’s CDE certification.

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 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.

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.

With respect to CONTRACTOR’s certification, failure to notify the LEA promptly, not more than 45 days 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 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 NPS/NPA LEA policies and procedures, unless, taking into consideration all of the surrounding facts and circumstances, a

policy/procedure or policies/procedures, or a portion of a policy/policies, does not reasonably apply to CONTRACTOR.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with all applicable LEA policies/procedures and shall indemnify LEA applicable policies/procedures and shall indemnify LEA under the provisions of section 16 of this contract for such failure.

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

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

The term of this Master Contract shall be from July 1, 2017 to June 30, 2018 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2018. In the event the contract is not renegotiated by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative (EC56366.4).

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

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

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 90 day period, all payments for services performed after the 90 day period 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 and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract for services provided to LEA students authorized by the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This contract shall include an ISA developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to California 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 and LEA, 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 LEA students.

Any and all changes to a LEA 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 LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. (California Education Code section 56366(a) (3)).

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the LEA student's IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5), 56366.10 (a), and Title 5 of the California Code of Regulations Section 3062(e)). When CONTRACTOR is a nonpublic school/agency with an integrated program, CONTRACTOR shall provide all the CDE-certified related services as specified in the LEA's ISA and student's IEP. Lack of qualified personnel may result in proration of the basic education rate for integrated programs equal to the rate as paid to other NPS for same related service. 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 ten (10) 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 by CONTRACTOR while student was served by the nonpublic school or agency. LEA shall compensate CONTRACTOR for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

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 Los Angeles County Superintendent of Schools 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 the nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.
- b. The term “authorized LEA representative” means a LEA special education administrator or designee.
- 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 (“CTC”) temporary county certificates that allow individuals to teach in nonpublic, nonsectarian (and other) schools while their applications for certification by the CTC are being processed, and 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 nonexpired 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. The term “Parent” means
  - 1. a biological or adoptive parent of a child unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;

2. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726;
  3. 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;
  4. a surrogate parent who has been appointed pursuant to Government Code sections 7579.5 or 7579.6 and in accordance with the requirements of federal law;
  5. 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).
  6. 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 LEA 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.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

All notices related to this Master Contract shall be mailed to LEA and shall be addressed to:

Florence Hanan  
Castaic Union School District  
28131 Livingston Ave  
661-257-4500 ext.1536  
fhanan@catsaicusd.com



Notices to CONTRACTOR shall be addressed as indicated on signature page.

9. **MAINTENANCE OF RECORDS**

CONTRACTOR shall maintain all records 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: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal 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 used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; absence verification records; 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; and other documents evidencing financial expenditures; federal/state payroll quarterly reports (Form 941/DE3DP); and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA 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 LEA 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 LEA student's record. Such log shall record access to the LEA student's records by: (a) the LEA student's parent; (b) parties to whom directory information is released pursuant to California Education Code section 49073. (c) an individual to whom written consent has been executed by the LEA student's parent; or (d) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. 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 LEA student records within ten (10) business days to LEA. These shall include, but are not limited to, current transcripts, state test score reports, IEP/IFSPs, and reports.

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 AND NO ASSIGNMENT**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA within 30 days 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 Los Angeles County, California.

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

This Master Contract may be modified or amended by either party to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the 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. In the event urgency or emergency legislation is passed, the notice period may be less than thirty (30) days.

14. **TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give 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, authorized 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:

\$1,000,000 per occurrence  
\$ 100,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$2,000,000 general aggregate

\$2,000,000 products/ completed operations aggregate

- 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.

Notwithstanding any vicarious liability on behalf of the CONTRACTOR, if CONTRACTOR or its employees or agents use a personal vehicle and travels to/from school sites, between schools and/or to/from student's homes or other locations as approved service location by the LEA, Contractor must comply with State of California automobile financial responsibility laws.

If CONTRACTOR provides transportation services to students utilizing a van, bus or any vehicle designed to carry 10 or more passengers, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a combined single limited business auto liability policy of no less than \$5,000,000 per occurrence.

- 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 (CA Labor Code 3700 et seq.)

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

**Sole proprietors with no employees** are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

- d. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, with the following limits:

\$1,000,000 per occurrence

\$1,000,000 general aggregate

- e. **Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional Liability policy by endorsement, with the following limits**

\$3,000,000 per occurrence

\$3,000,000 general aggregate.

- f. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The Commercial General Liability and Automobile Liability policy shall name the LEA Castaic Union School District and the Board of Education as additional insured. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this contract at no additional charge.

- g. 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.

- h. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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.
- i. 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.

## **PART II**

### **INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY**

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 the 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 shall be deemed primary despite any conflicting provisions in the RTC policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA Risk Management Services.
- 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 \$50,000 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 changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

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

LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnitees”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees and costs) 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 Indemnitees).

LEA represents that it is insured in compliance with the laws of the State of California, that the insurance covers LEA employees acting within the course and scope of their respective duties and that its 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.

**18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. 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 LEA 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 certificate 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. 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 and the LEA's Board of Education as an 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 sub-contractors 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 upon request to LEA 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 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings and/or due process proceedings acting as a student's advocate. Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPA or NPS. CONTRACTOR shall endeavor to avoid the assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related services to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. 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 LEA 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 LEA student without prior written authorization by LEA. This section shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. LEA shall compensate CONTRACTOR for related service assessments, performed at the request of the LEA when CONTRACTOR, prior to beginning the assessment, provides LEA with a written notice of the expected costs of the assessment, and LEA elects to proceed with the assessment. To avoid a 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 ongoing services provided by 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.

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 in employment or operation of its programs.

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of all of the services outlined in the student’s IEP unless CONTRACTOR and LEA agree otherwise in the contract or ISA. (California Education Code section 56366 (a) (5)). If student services are provided by a subcontractor (i.e. Related Services Provider), CONTRACTOR shall notify LEA within thirty (30) days if the provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, or facilities for LEA students, as specified in the LEA student’s IEP and ISA. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract. CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA 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 LEA 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 LEA student to receive a free appropriate public education shall not interfere with the LEA student’s receipt of special education and/or related services as specified in the LEA student’s IEP and ISA.

If an IEP team determines that a student requires an assistive technology device or equipment for low-incidence disabilities, it is the LEA's responsibility to provide the device or equipment listed on that student's IEP and ISA, and if necessary provide training on the use of the device or equipment. The assistive technology device or low-incidence equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school or transfers out of the LEA.

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

All CONTRACTOR 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 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 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 LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education ("SBE") adopted, Common Core State Standards ("CCSS") for curriculum and instructional materials for kindergarten and grades 1 to 8, inclusive; and provide CCSS curriculum and instructional materials for grades 9 to 12, inclusive, used by a LEA that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate, CONTRACTOR shall utilize the Special Education Administrators of County Officers ("SEACO") Curriculum Guide for students with moderate to severe disabilities who participate in California Alternative Assessment (CAA). Applicable students shall have access to the core content, activities, and instructional materials delineated within the SEACO Guide. CONTRACTOR's general program of instruction shall be described in writing and a copy shall be provided upon request to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of 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 issued by LEA to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Examination ("CAHSEE") or meeting CAHSEE exemption/waiver requirements per state guidelines.

A pupil in foster care shall be defined pursuant to California Education Code section 51225.2. 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.



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 be consistent with LEA and CDE guidelines and certification and be provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention Therapy as a related service 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 available upon request. 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 LCI, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff are 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. It is understood and agreed that the parent of a LEA student shall not be deemed by CONTRACTOR to be qualified as a provider for their own child. CONTRACTOR shall make available upon request to LEA a written description of the general program of instruction and/or services provided prior to the effective date of this Master Contract. . It is understood that Behavior Intervention Therapy services are limited per CDE Certification and do not constitute an instructional program.

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

## **23. INSTRUCTIONAL MINUTES**

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

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

## **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that grades K-5 class size shall not exceed a ratio of one teacher per twelve (12) students. 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 to provide services to elementary students with disabilities. CONTRACTOR shall ensure that grades 6-12 and Transition class size shall not exceed a ratio of 1 teacher per fourteen (14) students.

Should CONTRACTOR be unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has a direct impact on the CDE Certification of that school, the nonpublic school shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. CONTRACTOR and LEA may agree to one thirty (30) school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such a request shall not be unreasonably denied. Such agreement shall be valid only if it is in writing and signed by both parties.

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

## **25. CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus twenty (20) extended school year (ESY) as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed the number of days in LEA's approved calendar and/or required by the IEP for each LEA student. In the event the LEA adjusts the number school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for CONTRACTOR. In which case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

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, Dr. 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. 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 IEP and 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 otherwise specified in the LEA student's IEP and ISA.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and 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 CONTRACTORS 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 CONTRACTORS provided forms at their discretion.

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

CONTRACTOR and LEA shall follow applicable LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or Dual Enrollment options 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 as well as goals and objectives as 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 recommendations to support the transition.

**28. STATEWIDE EXAMINATION**

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all required Statewide assessments, including but not limited to the California Assessment of Student Performance and Progress (“CAASP”), Desired Results Developmental Profile (“DRDP”), achievement and abilities tests (using LEA-authorized assessment instruments) and the Fitness Gram, as appropriate to the student, and pursuant to 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. LEA MEETINGS AND TRAININGS**

CONTRACTOR shall attend LEA 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, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, IEP System and standardized testing. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

LEA may invite CONTRACTOR to LEA staff development and training to implement new and revised mandated requirements, including, but not limited to, common core curriculum, state testing, and other topics related to the provision of services for LEA students.

30. **POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2 regarding positive behavior interventions. 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 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, including prohibited behavioral interventions, and Behavioral Emergency Reports. CONTRACTOR shall ensure that all of its instructional staff are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with a SELPA approved *Crisis Prevention Intervention (CPI)* or another SELPA recognized and approved crisis intervention program. Documentation of such training shall be made available to LEA upon request.

Pursuant to Education Code section 56521.2, emergency interventions shall not be used as a substitute for a Behavior Intervention Plan (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 BER 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 BER form be completed and submitted to the LEA within (1) one school day for administrative action. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours. If the student does not have a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the BER, 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. Within (2) two school days, CONTRACTOR and LEA shall schedule an IEP meeting.

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 LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall within 24 hours 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 LEA 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 LEA 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. LEA and CONTRACTOR shall notify and invite appropriate members 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 California 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)). Pursuant to

California Education Code section 56345(b) (4), if an 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 LEA student shall be allowed to provide confidential input to any representative of his or her IEP team pursuant to California Education Code Section 56341.5. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA 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. In preparation for IEPs or upon request with 30 days prior written notice CONTRACTOR shall provide to LEA academic assessments and written progress reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that provider attendance at an IEP team meeting are part of CONTRACTOR's professional responsibility and is not a billable service under this Master Contract.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's Castaic Union School District special education software (if available) of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA 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 LEA student's IEP for the purposes of consideration of a change in the student's placement. The LEA 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. CONTRACTOR shall ensure that internet connectivity is available at their sites to access the Web based IEPs generated and modified using Castaic Union School District or such other software as is designated by the LEA.

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

Pursuant to California Government Code section 7579.5, LEA shall comply with state and federal laws and regulations and LEA policies and procedures regarding surrogate parent assignments. CONTRACTOR shall comply with LEA surrogate parent assignments.

A pupil in foster care or homeless shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster and homeless children. When a pupil in foster care, or a pupil that is a homeless child, 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 otherwise notified in writing by the LEA that the pupil is utilizing the exemption provided by California Education Code section 51225.1. The determination of whether the exemption in Section 51225.1 is available for the pupil shall be made, and communicated to the pupil or their educational rights holder, by the LEA.

34. **DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including resolution meetings, 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.

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 LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations sections 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 ("HIPPA").

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

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards, per year, pursuant to LEA policy. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and made available upon request of LEA and/or the LEA student's parent(s).

CONTRACTOR shall gather data of the LEA student ten (10) school days prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and fees. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion.

When academic assessments are required to prepare for triennial or re-evaluation IEPs, upon request CONTRACTOR may assist LEA in using a mutually agreed upon standardized academic achievement test to assess diploma track students, or a mutually agreed upon standardized alternative assessment for students on alternative curriculum.

Supporting documentation such as test protocols and data collection shall be made available to LEA upon request. CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any interviews or meetings.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare cumulative transcripts, based on its own grades and report cards and transcripts received from other schools for each LEA student at the close of each semester, and provide cumulative transcripts upon the request of the LEA or upon LEA student transfer, for LEA students in grades 9 through 12 inclusive. CONTRACTOR shall submit the information on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA 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 LEA student's change of residence to a residence outside of LEA's service 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 LEA student's change of residence.

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

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

**40. PARENT ACCESS**

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

CONTRACTORS operating programs with 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.

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

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code sections 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy, and the procedures of the campus being visited. CONTRACTOR shall be responsible for the 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 other 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 and not replace the classroom teacher, who shall remain in charge of the instructional program.

CONTRACTORS 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 significant problems and/or concerns (e.g., law enforcement, medical response, BER, any behavioral incident that could result in need for IEP) reported by CONTRACTOR to parents or guardians, or from parent or guardian to CONTRACTOR, in either verbal or written form, shall be reported to the LEA.

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 this contract.

42. **LICENSED CHILDREN'S INSTITUTION AND RESIDENTIAL TREATMENT CENTER CONTRACTORS**

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a licensed children's institution (hereinafter referred to as "LCI/NPS"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366 (a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), AB1858, AB490 (Chapter 862, Statutes of 2003). A 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 educationally-related mental health services, including residential care for students to receive a FAPE as set forth in the LEA students’ IEPs.

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

Unless placement is made pursuant to a special education due process proceeding 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 at the NPS associated with an RTC/LCI is appropriate, and the IEP is signed by the LEA 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 and serves a student from 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.).

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

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

#### **44. MONITORING**

CONTRACTOR shall allow access by LEA without prior notice to its facilities for periodic monitoring of each LEA 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 LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA 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.

If CONTRACTOR is also a 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 a School Accountability Report Card in accordance with California Education Code sections 33126 and 56366(a)(9).

## **PERSONNEL**

### **45. PERSONNEL**

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. The LEA shall have no duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. LEA is not liable if CONTRACTOR’S agent(s), officer(s) or employee(s) exceeds a retirement system’s earnings limitation and is reinstated to employment or required to repay retirement benefits.

### **46. 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 the California Department of Justice (hereinafter referred to as “CDOJ”) for CONTRACTOR’S employees, volunteers, subcontractors, related outside agency service provider’s staff or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR’S employees, volunteers, subcontractors or any person employed directly or indirectly (such as Department of Probation, Department of Children and Family Services, and/or Los Angeles Department of

Children's Services) by it shall not come in contact with LEA students until CDOJ clearance is ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA 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 in the form of a "Staff List and Clearance Form" shall be submitted to the LEA upon request. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

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 notice 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 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 State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence, 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 upon request.

#### 47. **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 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.* 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 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) 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.*).

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

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. The Academy for the Advancement of Children with Autism user accounts shall not be activated or renewed until verification that all required documents and information have been entered by the CONTRACTOR'S administrator or administrative designee. User account must be closed by CONTRACTOR within five (5) days of employee separation.

CONTRACTOR shall upload in The Academy for the Advancement of Children with Autism all staff information required to document that CONTRACTOR's staff are authorized to provide special education and/or related services. CONTRACTOR shall ensure that all licenses, credentials, permits, certifications or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR are current and valid with the California Commission on Teacher Credentialing (CCTC) and/or other licensing authority. The LEA shall not approve payment to CONTRACTOR for special education and/or related services specified on a register of daily attendance or monthly service log signed by a staff member whose The Academy for the Advancement of Children with Autism user account information is not current (e.g., containing uploaded, current license/credential, TB and DOJ information) until the current information is uploaded.

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 during 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.

49. **STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher 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. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

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 seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. 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 LEA.

**HEALTH AND SAFETY MANDATES**

50. **HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, and policies, regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall ensure and provide copies upon request 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 an LEA student.

CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations section 1910.1030, when providing medical treatment or assistance to a LEA 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. In addition, contracting nonpublic schools shall comply with Education Code sections 51934 and 51935 when providing HIV/AIDS Prevention education to secondary students.

51. **TRAVEL**

No student placed by this LEA may travel out of the country with the CONTRACTOR.

**52. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA 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. CONTRACTOR 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 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 to comply with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE, a minimum of 45 days in advance, of any 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, per California Education Code Section 56366.4. Additionally, CONTRACTOR agrees to notify LEA and SELPA when a school applies for relocation.

**53. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA 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 LEA 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 LEA student to whom medication is administered. Such written log shall specify the LEA 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 shall ensure 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.

**54. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours electronically, accident or incident reports to LEA. CONTRACTOR shall properly submit required accident or incident reports per LEA policy.

**55. CHILD ABUSE REPORTING**

CONTRACTOR shall 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 sections 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. CONTRACTOR shall ensure that all nonpublic school and agency providers, volunteers, subcontractors or any person employed directly or indirectly by it, are trained on the Suspected Child Abuse Reporting requirements, at the beginning of each school year. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

**56. 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.

**57. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers independent contractors, and subcontractors or any person employed directly or indirectly by it are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370.

**FINANCIAL**

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

CONTRACTOR shall ensure that the school or agency has the necessary personnel and financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP for each and every LEA student. CONTRACTOR shall use the codes and rates as delineated in section 61 and Exhibit A (Rate Schedule) when preparing ISA's and submitting invoice documentation.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and will be 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, on a LEA form with an electronic signature if required.

Initial 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 invoices prepared and submitted as specified in California Education Code section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling/billing 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 should initial payment claim submission or initial rebilling's/retroactive billing for any Master Contract fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable. Exceptions to the above must be requested in writing and approved by the Special Education Administrator.

## **59. 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 was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (d) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another LEA or confirms the change of residence to another LEA, but fails to notify LEA within five (5) days of such confirmation; or (g) 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 is not received by six 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 of 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).

## **60. 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 LEA 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 LEA students.

## 61. 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 as per LEA requirement upon request. 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 "Makeup" 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 LEA student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence and as specified in California Education Code section 48203, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one 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 LEA 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 DIS or related services for days on which a student's attendance does not qualify for 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 seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers in accordance with section 48 of this agreement. 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. In the event of Provider absence for Behavior Intervention Implementation Therapy services provided at the school site, services shall not be deemed eligible for make-up. 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 or refusal of service of an LEA student no later than the fifth consecutive service day of the student's absence or

refusal of services. Unless otherwise stipulated in the LEA student's IEP, or authorized by a LEA representative, LEA shall not be responsible for the payment of services when a student is absent or refuses services and student is not eligible for makeup services. In the event services were not provided, reasons for why the services were not provided shall be included.

## **62. 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, programs 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: pupil records as defined by California Education Code section 49061(b) including electronically stored information; cost data and fiscal 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 used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (herein after referred to as "aide"), behavior intervention aides, and bus aides; absence verification records; 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; and 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 reasonable times and without charge. All records shall be provided to LEA within five (5) business 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, it shall be provided in a format that is accessible and readable by current software utilized by the LEA.

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 overbilling 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 result of CONTRACTOR's overbilling 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.

### **63. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of contracted LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of contracted LEA students that can be provided specific services. 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, attached hereto. Absent students may not be rescheduled or rebilled. Absences and makeup sessions shall be documented, using appropriate The Academy for the Advancement of Children with Autism session codes, and following delineated allowable and non-allowable "makeup" parameters.

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. Payment for Basic Education (BE) is based on positive attendance only (RSY: up to 180 days maximum/ESY up to 20 days maximum). Daily BE rates for LEA students who's IEPs authorize less than a full instructional day may be adjusted proportionally. Any proration of the daily rate will be indicated in the ISA. When CONTRACTOR provides an integrated program, all related supports and services are included in the basic education rate. Lack of qualified DIS personnel may result in proration of basic education rate for integrated programs equal to rate as paid to other NPS for same DIS services for those students affected. CONTRACTOR shall bill all transportation services from the flat per diem rate. CONTRACTOR shall pay parent for transportation reimbursement at the LEA determined rate for one round trip from home to school from the per diem transportation rate.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Room and Board payments are based on Positive attendance only (payable for up to a maximum of 365 days or 366 days during a leap year), with up to a maximum of 10 days, unless mutually agreed upon by LEA and CONTRACTOR, payment per student, per contract year, when his/her bed is unoccupied, for home visits of a therapeutic nature.

### **64. 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 Master Contract by and through their duly authorized agents or representatives. This Master 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 provide herein.

CONTRACTOR,  
Academy for advancement of Children with Autism  
\_\_\_\_\_  
Nonpublic School/Agency

LEA,  
Castaic Union School District  
\_\_\_\_\_

By:

\_\_\_\_\_  
Signature Date  
Lesle Michelle  
\_\_\_\_\_  
Administrator  
Representative

By:

\_\_\_\_\_  
Signature Date  
Steve Doyle  
\_\_\_\_\_  
Superintendent

**Notices to CONTRACTOR shall be addressed to:**  
**Lesle Michelle**

**Notices to LEA shall be addressed to:**  
**Steve Doyle, Superintendent**

Name Academy for advancement of Children with Autism Nonpublic School/Agency/Related Service Provider 10826 Topanga Canyon Blvd	Name and Title Castaic Union School District LEA 28131 Livingston Ave
Address Chatsworth CA 91311 City State Zip	Address Valencia CA 91355 City State Zip
Phone Fax 818-882-020 866-443-1985	Phone Fax 661-257-4500 661-257-4507
Email kvanderpool@autismacademy.org	Email Fhanan@castaicusd.com

**Additional LEA Notification**  
**(Required if completed)**  
**Florence Hanan, Director of Student Support Services**

\_\_\_\_\_  
Name and Title  
28131 Livingston Ave  
\_\_\_\_\_  
Address  
Valencia CA 91355  
\_\_\_\_\_  
City State Zip  
661-257-4500 661-257-4507  
\_\_\_\_\_  
Phone Fax  
fhanan@castaicusd.com  
\_\_\_\_\_  
Email  
\_\_\_\_\_

## EXHIBIT A: 2017-2018 RATES

### 4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Academy for advancement of Children with Autism

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

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

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by GLAAS 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: 161.49

#### 2) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>126.96</u>	<u>Per hour.</u>
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>121.88</u>	<u>Per hour</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>113.75</u>	<u>Per hour</u>
<u>Counseling and Guidance (515)</u>	<u>113.75</u>	<u>Per hour</u>
<u>Parent Counseling (520)</u>	<u>113.75</u>	<u>Per hour</u>
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	<u>60.00</u>	<u>Per hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____



<u>Interpreter Services (715)</u>	<u></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>Other (900)</u>	<u></u>	<u></u>
<u>Other (900) (BID) ABA Supervision</u>	<u>113.75</u>	<u>Per hour</u>

This agreement is effective on 8/10/17 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Castaic Union School District Nonpublic School Academy for advancement of Children with Autism

LEA Case Manager: Name Florence Hanan Phone Number 661-257-4500

Pupil Name S D Sex: ☒ M ☐ F Grade: 3  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City Castaic State/Zip Ca 91384

DOB 3/5/2008 Residential Setting: ☒ Home ☐ Foster ☐ LCI # \_\_\_\_\_ ☐ OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ (Residence) \_\_\_\_\_ (Business) \_\_\_\_\_

Address Same City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

#### AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 300 during the regular school year  
180 during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year  
\_\_\_\_\_ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate: 161.49

**Estimated Number of Days** 195 **x Daily Rate** 161.49 = **PROJECTED BASIC EDUCATION COSTS (A)** 31,490.55

#### B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group		X		30 MIN 2 X PER WEEK 60 MIN WEEKLY	126.96	41	5,205.36
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)		X		45 MIN PER WEEK	121.88 PER HOUR	41	3,747.81
Physical Therapy (460)							
Individual Counseling (510)		X		30 MIN 1 TIME PER WEEK	113.75 PER HOUR	41	2,331.87
Counseling and guidance (515).		X		60 MIN 1 TIME PER WEEK	113.75 PER HOUR	41	4,663.75

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)		X		60 MIN SERVED 1 TIME PER MONTH	113.75 PER HOUR	11	1,248.50
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535) (BII)		X		6 HOURS PER DAY 360.00 DAILY	60.00 PER HOUR	195 DAYS	70,200.00
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900) (BID)		X		60 MIN PER WK.	113.75 PER HOUR	41	4,663.75

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C) \$ 123,551.59

D. SPECIALIZED EQUIPMENT/SUPPLIES Assessments \$ 800.00

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D)**  
\$ 125,000.00

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON 8/10/2017

6. Progress Reporting \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other \_\_\_\_\_  
Requirements: \_\_\_\_\_ (Specify) \_\_\_\_\_

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

\_\_\_\_\_

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

-CONTRACTOR-

-DISTRICT-

\_\_\_\_\_  
(Academy for advancement of Children with Autism)

\_\_\_\_\_  
(Castaic Union School District)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Leslie Michelle, Administrator )

\_\_\_\_\_  
(Steve Doyle, Superintendent )

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>F</b>

**Meeting Date:** August 10, 2017

**Item Title:** Approval of Estimate of Services from Dickinson Enterprise, Inc. to Repair Bus #4

**Item Type:** Action

**BACKGROUND:**

Bus 4 is a Special Education bus that operates on propane. It was purchased on 2012 and operates throughout the Santa Clarita Valley. It is needed to keep our Special Education transportation abilities reliable.

**FISCAL IMPLICATIONS:**

\$10,895.90 from the general funds.

**RECOMMENDATION:**

Approve item as submitted.

**Submitted by:** Jaime Garcia, Director of Facilities

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

**DICKINSON ENTERPRISE, INC.**

20601 SANTA CLARA ST

SANTA CLARITA, CA. 91351

Phone: 661-298-0334 Fax: 661-298-7164

ub Estimate For Order

004330

BAR# 267188

**Estimate for Services**

Estimate Date : 7/26/2017

**CASTAIC UNION SCHOOL DISTRICT - BRAD RENISON**

28131 LIVINGSTON AVE.

Valencia, CA 91355

Office: 661-294-1427 Cellular: 805-807-3484 Brad

2012 Blue Bird - Vision - 8.1L GM V8 - LPG

Lic # : 1381301 - CA

Odom. In: 88551

Unit # : 4

VIN # : 1BAKBC5A7 DF291115

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
LONG BLOCK, 8.1L GM - LPG / REMAN 347812	1.00	5,043.75	5,043.75	Inspect & preform initial diagnostics for source of engine misfire & low idle	130.00
SPARK PLUG, AC DELCO - PLATINUM 41810	8.00	10.66	85.28	[ Symptoms: ] Engine is misfiring/lacks power	
FILTER, OIL 7099	1.00	16.44	16.44	Found 2 fouled spark plugs in cylinders # 7 & 8 , ran a compression test to determine the cause. Found # 7 cylinder had only 25 lb of compression and #8 had 125 lbs. Installed new spark plugs & ran further test, found #8 cylinder injector is bad.	
OIL, ENGINE 5W30 Size: 1 QT 652PR	8.00	2.99	23.92	Recommend valve job and injectors	
ANTIFREEZE, ZEREX DEXCOOL 50/50 Size: 1 GAL ZXELRU1	6.00	24.98	149.88	Find exhaust leak & determine repair to fix leak & exhaust hanger	130.00
INJECTOR - CNG MIS	2.00	799.65	1,599.30	[ Symptoms: ] Exhaust Leak	
EXHAUST HANGER - HEAVY DUTY 7321009	1.00	9.97	9.97	Visually inspected for exhaust leaks could not verify where exhaust leak was. Performed smoke test on exhaust system and found driver side exhaust manifold leaking. Verified broken exhaust hanger near rear of system.	
CLAMP, EXHAUST - 4" 7335774	1.00	11.78	11.78	Inspect air brake lines & hoses for leaks	130.00
AIR LINE 1/2" H30002-08	6.00	2.99	17.94	[ Symptoms: ] Air leaking from brake system	
				Visually inspected air lines while pressing on brake pedal. Found air leaking at driver's side engine compartment. Removed heat shield wrapping around line and found hole in line due to rubbing on frame.	
				REMOVE & INSTALL ENGINE - Includes transfer of attached parts from old to new engine	2,340.00
				REMOVE & INSTALL INJECTORS - Cylinders #7 & 8. R&I injectors from manifold.	130.00
				FREIGHT IN	40.00
				REMOVE & INSTALL EXHAUST HANGER - Includes welding new bracket to frame mount	195.00
				REMOVE & INSTALL DAMAGED AIR LINE - Includes securing line away from frame.	195.00
				WARRANTY: PARTS & LABOR - 18 months / 100,000 miles	
				Hazardous Materials	4.00

Parts/Supplies: 6,958.26

Labor: 3,290.00

HazMat/Fees: 4.00

Tax: 643.64

Total : \$ 10,895.90

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within \_\_\_ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts \_\_\_\_\_. All vehicles must be picked up 10 days after repairs are completed, otherwise a storage fee of \$45 per day will be charge for storage. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Thomson, John

Page 1 of 1

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<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>G</b>

**Meeting Date:** August 10, 2017

**Item Title:** Approval of School Bus Maintenance and Mechanical Services Agreement

**Item Type:** Action

**BACKGROUND:**

The District requires an outside service to perform regular and emergency services as outlined by the California Highway Patrol. These services include, but are not limited to, preventative maintenance, state required inspection, and emergency road service. Maintenance and repair that cannot be performed on site will be contracted out based on repair shops in the area able to perform such work. This agreement will include assistance with outside repair shops work.

**FISCAL IMPLICATIONS:**

Not to exceed \$35,000.00 annually from the General Fund.

**RECOMMENDATION:**

Approve item as submitted.

**Submitted by:** Jaime Garcia, Director of Facilities

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

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# **SCHOOL BUS MAINTENANCE AND MECHANICAL SERVICES AGREEMENT**

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## **STATEMENT OF PURPOSE**

The Castaic Union School District desires to provide school bus maintenance, and mechanical services under the terms and conditions specified below. These services will include, but not be limited to, regular and preventative school bus mechanical services and repairs.

Whereby the parties enter into the following agreement ("the Agreement") for school bus maintenance, and mechanical services:

## **SUMMARY OF SERVICES**

### **PREVENTATIVE MAINTENANCE PROGRAM (PMP)**

The Lead Mechanic will provide a preventative maintenance program ("PMP") for each Castaic vehicle. The PMP is to be administered between each party to this Agreement for each school bus, but the intervals shall not be longer than 3,000 miles or 3 months for each School Bus. The length of time needed for a PMP will depend upon the make and model of the bus and the Manufacturer Specifications.

### **DAILY BUS INSPECTION**

Castaic agrees to require the drivers of its vehicles to perform the daily/pre-trip inspection as required by the California Highway Patrol and report the results on the daily pre-trip bus inspection forms.

### **STATE BUS INSPECTION**

The Mechanic agrees to prepare the Castaic buses for passage of the Annual, Spot and if necessary, the Re-inspections program for the California Highway Patrol. At the conclusion of any inspections, each party to this agreement will review the results of the inspection and mutually agree to undertake any and all corrective measures, if necessary, regarding any deficiencies cited on any vehicle as a result of any inspection the inspection program.

### **EMERGENCY ROAD SERVICE**

In the event of a breakdown mechanical staff will be provided for the emergency.

## **GENERAL REPAIRS AND MAINTENANCE COSTS**

The Castaic Union School District will pay the reasonable and documented costs for mechanics and mechanic's helpers as per the following schedule:

- Type 1 Bus 45 day/3000 mile inspection-      \$195.00
- Type 2 Bus 45 day/3000 mile inspection -      \$140.00
- Call out      \$150 min
- Hourly rate      \$85

## **SUPPLIES, PARTS, AND MATERIALS**

The District will provide all supplies, parts, and materials for the proper maintenance of all school busses within the District's Fleet.

Mechanics will provide their own tools and equipment to ensure all aspects of the school bus maintenance program can be met.

### **DAY TO DAY OPERATIONS**

The Senior/Driver Trainer will provide all record keeping services, maintain files for each bus under this service agreement, and serve as the point of contact for all school bus maintenance and services requirements.

The Director of Facilities will provide oversight of the transportation yard and expenditures outside of this agreement (e.g. repairs in excess of \$1000, replacement of tires, safety and security of buses and on site materials, etc.)

A limited inventory of parts will be maintained in District. Those parts will be ordered by Mechanic and be owned by the District. The District will continue to order and stock necessary fluids such as oil, antifreeze, and washer fluid. Work orders will be generated by the mechanic. It will include a log of daily repairs and any other work orders processed. The work orders will detail the labor, parts, and supplies used in the repair.

### **INSURANCE**

The Vendor shall procure and maintain from the Starting Date until final payment under this General Contract is made to the Vendor, the insurance described below in the coverage amounts described below.

(a) Comprehensive Bodily Injury and Property Damage Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage Liability of not less than \$1,000,000 each occurrence. The policy(ies) so secured and maintained shall include coverage for Contractual or Assumed Liability, Vendors Protective (Contingency) Liability, Products Liability or Completed Operations, Hazardous Materials (required when the Contract involves removal of these materials), and Owned, Hired, and Non-owned Automobiles Insurance; and shall be endorsed to the name of the Castaic Union School District, its Board and all other indemnities as additional insured and shall provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and the Vendor's insurance primary despite any conflicting provisions in the Vendor's policy to the contrary. Coverage shall be maintained with no self-insured retention.

(b) Workers' Compensation Insurance in accordance with the provisions of the California Labor Code, adequate to protect it and all subcontractors from claims under Workers' Compensation Acts which may arise from operations under the Contract Documents, whether such operations be by the Vendor or by any subcontractor or anyone directly or indirectly employed by either of them. To the fullest extent permitted by law, the Vendor hereby waives its rights and its insurer(s)' rights of recovery against District workers' compensation claims or losses arising from or relating to this Agreement. The Vendor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

## **ACCESS TO FACILITIES**

Mechanic will have access to the District's transportation yard.  
The primary location for bus all buses is:

2510 Henry Mayo,  
Valencia CA 91355

## **CONTRACTED REPAIRS**

The Mechanic will confer with the District designee should a Castaic bus need to have a specific repair contracted out to a specialist. This conversation will be conducted informally and prior to the repair taking place. The Senior Driver/Trainer will provide a summary for all repairs that will be referred out.

## **BILLING AND PAYMENTS**

Mechanic will provide a detailed invoice for all services provided monthly. District will pay the invoice within thirty (30) days of the date of the invoice.

All invoices will be mailed to the Castaic Union School District, ATTN: Accounts Payable, 28131 Livingston, Valencia, CA.

## **SEPARABILITY**

It is agreed that upon a minimum of sixty (60) days' notice, either party, upon serving written notice upon the other party may withdraw from this agreement.

## **TERM**

The initial term of this Agreement shall commence July 1, 2017, and end June 30, 2020.

Castaic Union School District:  
By:

Mechanic:  
By:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>H</b>

**Meeting Date:** August 10, 2017

**Item Title:** Approval of Lease Agreement with Volunteers of America, Los Angeles

**Item Type:** Action

**BACKGROUND:**

Castaic Union School District (DISTRICT) is the owner of property in the Val Verde community. In 2000, the DISTRICT entered into an agreement with Los Angeles County Office of Education (LACOE) to operate a Head Start Preschool program and the DISTRICT to operate a state preschool program. LACOE purchased a modular building and installed the facility onto property owned by the DISTRICT. LACOE has since abandoned Head Start and all agreements transferred to Volunteers of America, Los Angeles (VOALA). VOALA has operated for several years and has ceased operation of the Head Start Program August 2016. The DISTRICT will continue to operate the state program while terms for purchasing the modular building are completed and the lease will serve as an operating agreement until the purchase has been completed.

**FISCAL IMPLICATIONS:**

There is no fiscal impact on the District.

**RECOMMENDATION:**

Approve item as submitted.

**Submitted by:** Jaime Garcia, Director of Facilities

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

## **RENEWAL OF LEASE AGREEMENT FOR USE OF PROPERTY**

**CASTAIC UNION SCHOOL DISTRICT (“District”) AND THE VOLUNTEERS OF AMERICA OF LOS ANGELES (“VOALA”),** collectively referred to herein as the **“PARTIES”**, mutually agree as follows:

### **RECITALS**

District is Owner of the real property and VOALA is the building owner of that property located at 30246 San Martinez Road, Val Verde, County of Los Angeles, State of California, referred to herein as the **“PREMISES.”**

#### **1. BASIS OF AGREEMENT AND LAND SPACE TO BE PROVIDED**

The District shall have the right to operate pre-school program on the premises. District shall maintain building in operating condition in lieu of any lease payments.

#### **2. BUILDING AND SERVICES TO BE PROVIDED**

The District is responsible for all utility cost, play equipment, fire and security systems, custodial, building maintenance, and ground maintenance costs associated with the Val Verde State Preschool Program. The District shall maintain building in good repair for the term of the agreement.

#### **3. TERM, COMMENCEMENT AND OPTIONS**

The term of this agreement will be July 1, 2016 to May 31, 2018.

#### **4. INSURANCE**

District shall furnish VOALA with satisfactory evidence of insurance and the additional insured endorsement. Minimum scope and limits of commercial general liability insurance shall be at the least coverage for injury, damage or loss, including, but not limited to, premises and operations, contractual liability, independent contractors, broad form legal liability, fire legal liability, and personal injury with a limit of liability of two million dollars [\$2,000,000.00]. If coverage is written on a claims made form, such coverage shall be endorsed provided an extended reporting period of not less than one (1) year following termination of this agreement.

#### **5. HOLD HARMLESS AND INDEMNIFICATION**

In accordance with the provisions of section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party free and harmless from any and all liability for any damages, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

#### **6. ENVIRONMENTAL PROTECTION**

**Renewal of Lease Agreement**  
**Page 2**

Both lessor and lessee agree that they are and in the future will remain in compliance with the Environmental Protection Agency's regulations pertaining to asbestos in schools as published in the Federal Register on May 27, 1982.

A Phase I environmental site assessment has been performed on behalf of the District, which has determined that no recognized environmental conditions, including hazardous or toxic substances, or hazardous air omissions, were identified for the subject property.

**7. SITE RESTORATION**

At the end of the term of this agreement, and in the event VOALA removes its building(s) from the premises, it shall be the responsibility of VOALA to restore said premises to the condition it was prior to the installation of the building(s) unless otherwise specified.

**8. INDEPENDENT CONTRACTOR**

VOALA is an independent agent and not an agent or representative of The District.

**9. CONFORMANCE TO LAWS**

District agrees that its occupancy of the premises shall be in conformance with all laws, ordinances, rules, regulations and requirements of any city, county, state and federal government, or any department, bureau, or official thereof, which may pertain to District's use of the premises.

**10. COUNTERPARTS**

This lease may be executed in counterparts.

**11. NOTICES**

All notices which are to be served on either or both parties must be in writing and may be served by personal service, by mailing the same by registered or certified mail, postage prepaid, addressed as set forth below.

To District:

Castaic Union School District  
Attn: Steve Doyle, Superintendent  
28131 Livingston Avenue  
Valencia, California 91355

To VOALA:

Volunteers of America of Los Angeles

**Renewal of Lease Agreement**  
**Page 3**

Attn: David M. Lettas, Director of Asset Management  
3600 Wilshire Boulevard, Suite 1500  
Los Angeles, CA 90010-2619

**12 NOTICE OF LEASE CANCELLATION**

In the event the District has not substantially completed the purchase of the modular building located on the Premises, VOALA upon ninety (90) days advance written notice to the District, may terminate this lease.

District and VOALA have carefully read and reviewed this lease and each term and provision contained herein and by the execution of this lease show their informed and voluntary consent thereto. The parties hereby agree that, at the time this agreement is executed, the terms are commercially reasonable and effectuate the intent and purpose of the District and VOALA with respect to the premises and agreement.

VOLUNTEERS OF AMERICA  
OF LOS ANGELES

CASTAIC UNION  
SCHOOL DISTRICT

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>I</b>

**Meeting Date:** August 10, 2017

**Item Title:** Approval of 2017–2018 Land/Facility Use Agreement with YMCA

**Item Type:** Consent

**BACKGROUND:**

The YMCA of the Santa Clarita Valley has been providing afterschool care for students at Live Oak and Castaic Elementary. For the 2017-2018 school year, the YMCA will only have one program operating out of Live Oak Elementary. The rate for use of the building will remain unchanged and the term has been adjusted for an annual agreement for summer use day care at Live Oak Elementary.

**FISCAL IMPLICATIONS:**

Lease revenue of \$2065.00 monthly

**RECOMMENDATION:**

Approve item as submitted.

**Submitted by:** Jaime Garcia, Director of Facilities

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent



**Castaic Union School District**  
**SCHOOL LAND/FACILITY USE AGREEMENT**  
**School year 2017/2018**

This is an Agreement between **YMCA of Metropolitan Los Angeles, Santa Clarita Branch** (User) and **CASTAIC UNION SCHOOL DISTRICT** (District). In consideration of their mutual promises contained herein, the parties hereby agree as follows:

1. **Permission to Use.** The District hereby gives User permission to use the following schools (Space), **Live Oak Elementary School**, 27715 Saddleridge Way, Castaic, CA during the Time Period listed below. The use provided for under this Agreement shall not constitute a tenancy of any kind; this agreement is not a lease. This permission is personal to the User and may not be assigned by User in whole or in part.

2. **Payment of Fee.** The User agrees to pay the District the Fee stated in exchange for the use of the Space. Payment to the District will be due the first of each month.

A. Payment must be received by 15<sup>th</sup>. If after, a surcharge of 1.5% will be added.

B. Payment to the District will be due the 15<sup>th</sup> of each month.

3. **Purposes and Restrictions.** User may not use Space or any other portion of the school facility for any purpose other than for the purpose as described below. User agrees to all restrictions and instructions, which may be provided to it by the District concerning the use of the Space. User shall not use the Space or any other part of the school facility in any way which would constitute a nuisance, shall not damage the Space or any part of the school facility in any way, and shall not obligate the District in any way. Smoking is prohibited anywhere in the school facility or on the school grounds.

4. **Insurance and Release.** User shall have the District named as an additional insured thereof and shall deliver to the District prior to the occupancy a certificate evidencing same. User and all of User's guests, invitees, employees, licensees and agents shall assume all risks of use and shall be liable for any damage to the school facility arising out of the use the school facility.

The Undersigned agrees to defend, indemnify and hold harmless the CASTAIC UNION SCHOOL DISTRICT, its Board of Trustees, agents, and employees, individually, and collectively, from and against all costs, losses, claims, actions, and judgments arising from personal injuries, property damage or otherwise, regardless of cause, that may arise in anyway from or be alleged to be caused by the undersigned's use or occupancy of District Facilities, furniture or equipment.

5. **Compliance.** User agrees to comply with all local, state and federal laws, regulations and ordinances. User also agrees to comply with all Castaic Union School District Policies and School Regulations.

6. **Miscellaneous.** This document contains all statements and agreements made regarding the use of the School by the User, except for any specific instructions and rules provided by the District. This agreement may not be amended or modified except by a written Agreement signed by both User and the District.

The undersigned warrants that if the applicant is not an individual, he/she has the authority to bind applicant.

**Castaic Union School District:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Steve Doyle, Superintendent

Date: \_\_\_\_\_

**YMCA of Metropolitan Los Angeles,  
Santa Clarita Branch**

Name: MARK Deyler

Signature: Ze  
~~Alan Hostrup, President/CEO YMCA of~~  
~~Metropolitan Los Angeles~~

mark Deyler, COO  
Date: 8-2-17

## **USE AGREEMENT TERMS**

1. Damages are the responsibility of User, reasonable wear and tear accepted, as well as the cost of any additional rental periods or services. User's responsibility to keep the premises clean and sanitary and to pay for any damage caused by his or her abuse or neglect.
2. No activities are permitted to extend beyond the hours as stated in this agreement, unless approved in advance of the activity by the Superintendent or his/her designee.
3. No admission charges or sale of items will be allowed without prior written permission from the Director of Fiscal services or his/her designee. If approved, User will be responsible for collection and payment of applicable sales and any other taxes.
4. User will be responsible for obtaining all necessary licenses and permits, including any required Health Department permits, for provision of food.
5. The District reserves the right to cancel, postpone, reschedule, or find alternate space due to facility maintenance, inclement weather, public safety requirements or if facility is needed for emergency or other use by the School or District.
6. The District's liability in such instances will be limited to the amount paid by applicant to use the facility, and upon refund to applicant, will serve as a general release of liability.
7. User assumes responsibility for any damages to the facility and injury to participants which are the result of the conduct or negligence of User and/or User's agents and guests.
8. User is responsible for all daily cleaning and in notifying the school site of any required maintenance immediately. User will be responsible to pay for any damage caused by User and/or User's agents and guests.
9. User will be responsible for practices to reduce energy consumption during occupancy. District reserves the right to access damages
10. User will not make repairs and alterations, such as adding a built-in dishwasher, installing a burglar alarm system, or painting walls without approval from Superintendent or his/her designee.

### **Maintenance and Cleaning procedures:**

#### Maintenance and Repairs

- In and around the buildings is to be performed by the District M&O department or vendors on file with the District
- All maintenance requests will be submitted to site-based Lead Custodian – the work request will be forwarded to the Facilities Department for review
- Once the work request has been reviewed and approved by the Facilities Department, a work order will be developed with a copy going to the school site and the YMCA site director.
- All work will be performed in a reasonable time.
- Emergency actions where the district is not available to perform work necessary to prevent damage to and around the YMCA, the YMCA may call a vendor to correct the immediate hazard. It is the responsibility of the YMCA to provide a current list of vendor(s) and their certificates of insurance naming the Castaic Union School District as additional insured with proper endorsement. YMCA may submit for reimbursement to be approved by the school board of trustees.

#### Daily Cleaning

- Performed by a qualified person working for the YMCA
- YMCA may contract out work that requires professional custodial services– the vendor must be on file with CUSD and approved by the Superintendent or designee
- YMCA Site Director will inspect on a weekly basis regarding the overall condition of the space under the agreement (Exhibit 1)

- District may inspect facilities without notice. A copy of the inspection will be provided to site director after signature from the site principal.

**User's Contact Person:**

Santa Clarita Valley YMCA  
26147 McBean Parkway  
Valencia, Ca 91355

TYPE OF EVENT: Child Care (grades K-6)

Space provided: 36'x40 modular building located at Live Oak Elementary.

***NOTE: If there are special accommodations necessary, please detail same on a separate sheet and attach to this Application/Agreement.***

Total Monthly fee: \$2065.00

DAY(S): Monday – Friday    DATE(S):    July 01, 2017 to July 30, 2018 (To include summer school for summer of 2018)

TIME: From 6:00 am to 6:30 pm, before and after school hours. Under separate agreement, the District may use Space as needed for District Educational purposes ONLY during school hours and with written consent of YMCA site representative.

# **Castaic Union School District**

## **Weekly Facility Assessment Form**

School Site: \_\_\_\_\_

Date: \_\_\_\_\_

**Please note in the "Comments" section the type of materials or item reviewed and person contacted if applicable. When complete turn into Lead Custodian.**

### **Criteria & Notes:**

**1. Restrooms - operable, supplied, clean**

**Yes / No**

Comments:

**2. Windows and doors – operable, safe, clear,**

**Yes / No**

Comments:

**3. Adequate Lighting, Electrical, Heating, Air Conditioning, Ventilation**

**Yes / No**

Comments:

**4. General Cleanliness/Appearance**

**Yes / No**

Comments (e.g., areas overstocked, trash cans unclean):

**5. Playground, Landscaping, Litter**

Comments (e.g., equipment maintained, appearance, asphalt vs. lawns/playground):

**7. Plumbing and/or Water - good pressure, leaks, clean**

**Yes / No**

Comments (e.g., obstructions, functional):

Exhibit 1

**9. Fire Extinguishers - exist in each building  
with current inspection**

**Yes / No**

Comments:

**10. Egress - exits clearly marked, illuminated,  
of sufficient size**

**Yes / No**

Comments:

**11. Flooring – carpet and/or hard floors (clean,  
stains, tears)**

**Yes / No**

Comments:

**12. Roof and/Ceiling – leaks, tiles, light covers,  
vents**

**Yes / No**

Comments:

**13. Sufficiency of Maintenance**

**Yes / No**

Comments:

**List Any Serious Safety/Health Findings:**

1.

2.

3.

4.

5.

**Reviewer's Signature:**

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<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>J</b>

**Meeting Date:** August 10, 2017

**Item Title:** Approval of Santa Clarita Valley School Food Services Agency Agreement to Provide Food Services to Val Verde State Preschool

**Item Type:** Action

**BACKGROUND:**

The District pays direct expense, from funds provided by the State Preschool Program, for food services to the State Preschool, at Val Verde. The breakfast price will increase by \$0.05 to \$2.09 for the 2017-2018 school year. The delivery charge will remain the same as last year at \$25.00 per delivery.

**FISCAL IMPLICATIONS:**

There is no cost to the District. Costs paid by Fund 12 – State Preschool Reimbursement.

**RECOMMENDATION:**

Approve item as submitted.

**Submitted by:** Jackeline Vasquez, Preschool Program Supervisor

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

# SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

25210 Anza Drive, Santa Clarita, California 91355 Ph (661)295-1574 Fax (661)295-0981

---

To: Steve Doyle, Superintendent  
From: Dr. Lynnelle Grumbles, CEO  
Cc: Janene Maxon, Assistant Superintendent of Educational Services  
Re: Annual Service Agreement for Castaic USD State Pre-school (Val Verde)  
Date: July 28, 2017

Attached is the agreement for food services for the State Pre-School at Val Verde for the 2017-18 school year. The Breakfast price will increase by \$0.05 to \$2.09 per breakfast. The delivery charge will remain the same as last year at \$25.00 per delivery.

If this Agreement meets with your approval, please sign two original copies where indicated, and return them to the Agency as soon as possible. A signed original copy of the Agreement will be returned to you after it is approved by our Board of Directors.

We look forward to continuing this contractual relationship for another year. If you have any questions, please feel free to contact me (661) 295-1574 ext. 103.





**SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY**  
**AGREEMENT TO FURNISH FOOD SERVICES**

This agreement is effective on this first day of July, 2017 by and between Santa Clarita Valley School Food Services Agency (SCVSFSA), hereinafter referred to as Agency, and Castaic School District/State Pre-School at Val Verde hereinafter referred to as Institution.

WHEREAS, the facilities of the Institution are not adequate for preparing meals for the food services program; and,

WHEREAS, the facilities of the Agency are adequate to prepare product for students at the Institution; and,

WHEREAS, the Agency is willing to provide such services to the Institution on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.

**AGENCY AGREES TO:**

1. Prepare and deliver selected meals by 11:30 a.m. on each of the Institution's school days in accordance with the number of meals requested and at the cost agreed upon in this contract:

School Breakfast:	\$ 2.09
Delivery charge:	\$25.00 per delivery

All prepared meals shall meet USDA requirements for reimbursement.

2. Maintain full and accurate records that the Institution will need to meet its responsibility including the following:  
Production records, including the number of meals delivered by type. Those records must be reported to the Institution promptly at the end of the month.
3. Retain required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the State Department of Education, the U.S. Department of Agriculture, and the U. S. General Accounting Office for audit or administrative review at a reasonable time and place.

INSTITUTION AGREES TO:

1. Request by telephone and/or fax no later than 10:00 a.m. on every Friday an accurate number of items to be prepared for the Institution for the following week. Errors in count called in shall be the responsibility of the Institution. The counts shall be adjusted once a week. If necessary the counts can be adjusted daily, but not later than 9:00 a.m.
2. Consult with the Agency five days in advance regarding any special item request.
3. Pay Agency by the 10<sup>th</sup> of each month, the full amount as presented on the one per month itemized invoices.

TERMS OF THE AGREEMENT:

This agreement shall be effective as of July 1, 2017 and end on June 30, 2018. It may be terminated by notification, in writing, given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below.

Dr. Lynnelle Grumbles  
Agency Official

\_\_\_\_\_  
Institution Official

Chief Executive Officer  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>K</b>

**Meeting Date:** August 10, 2017

**Item Title:** Approval of Santa Clarita Valley School Food Services Agency Agreement to Provide Food Services to Northlake Hills and Castaic (at Castaic Middle School) Community Preschools

**Item Type:** Action

**BACKGROUND:**

The District pays direct expense, from funds provided by the Community Preschool Program, for food services to the Community Preschools, at Northlake Hills and Castaic Middle School. The price will increase by \$0.02 to \$0.94 per snack for the 2017-2018 school year.

**FISCAL IMPLICATIONS:**

There is no cost to the District. Costs paid by Fund 63.0 – Community Preschool Reimbursement.

**RECOMMENDATION:**

Approve item as submitted.

**Submitted by:** Jackeline Vasquez, Preschool Program Supervisor

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

# SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

25210 Anza Drive, Santa Clarita, California 91355 Ph (661)295-1574 Fax (661)295-0981

---

To: Steve Doyle, Superintendent  
From: Dr. Lynnelle Grumbles, CEO  
Cc: Janene Maxon, Assistant Superintendent of Educational Services  
Re: Food Service Agreement for Castaic Community Pre-K Programs (Castaic Middle School & Northlake Hills)  
Date: July 28, 2017

Attached is the Agreement for food services (snacks) for the Community Pre-K Programs at Castaic Middle School and Northlake Hills Elementary School for the 2017-18 school year. The price will increase by \$0.02 to \$0.94 per snack.

If this Agreement meets with your approval, please sign two copies where indicated, and return them to the Agency as soon as possible. An original signed copy of the agreement will be returned to you after it is approved by our Board of Directors.

We look forward to continuing the contractual relationship for another year. If you have any questions, please feel free to contact me (661) 295-1574 ext. 103.



**SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY**  
**AGREEMENT TO FURNISH FOOD SERVICES**

This agreement is effective on this first day of July, 2017 by and between Santa Clarita Valley School Food Services Agency (SCVSFSA), hereinafter referred to as Agency, and Castaic Union School District Community Programs – at Castaic Middle School & Northlake Hills Elementary School, hereinafter referred to as Institution.

WHEREAS, the facilities of the Institution are not adequate for preparing meals for the food services program; and,

WHEREAS, the facilities of the Agency are adequate to prepare product for students at the Institution; and,

WHEREAS, the Agency is willing to provide such services to the Institution on a cost reimbursement basis;

**THEREFORE, both parties hereto agree as follows:**

Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.

**AGENCY AGREES TO:**

1. Prepare and deliver selected meals one day prior to consumption (no later than 8:30 a.m. the day the meal will be consumed) on each of the Institution's school days in accordance with the number of meals requested and at the cost agreed upon in this contract:

School Snack: \$ 0.94

All prepared meals shall meet USDA requirements for reimbursement.

2. Maintain full and accurate records that the Institution will need to meet its responsibility including the following:

Production records, including the number of meals delivered by type. Those records must be reported to the Institution promptly at the end of the month.

3. Retain required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the State Department of Education, the US Department of Agriculture, and the U. S. General Accounting Office for audit or administrative review at a reasonable time and place.

**INSTITUTION AGREES TO:**

1. Institution will have a representative pick up the snacks from the site cafeteria. The Agency requires at least 24 hours notice if there are any special requests or changes.
2. Consult with the Agency five days in advance regarding any special item request.
3. Pay Agency by the 10<sup>th</sup> of each month, the full amount as presented on the one itemized invoice per month. The snack will be billed in its entirety (snack, juice and milk). No credit will be given for left over items.
4. Provide Agency with calendar for deliveries (include Fall, Spring, Winter Breaks, special days off, etc.)
5. Deliveries will be made to each sites cafeteria where it will be picked up by a representative of the Community Programs. The Summer schedule will be revised as needed.

**TERMS OF THE AGREEMENT:**

This agreement shall be effective as of July 1, 2017 through June 30, 2018. It may be terminated by notification, in writing, given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below.

Dr. Lynnelle Grumbles

Agency Official

\_\_\_\_\_  
Institution Official

Chief Executive Officer

Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>L</b>

**Meeting Date:** August 10, 2017

**Item Title:** Approval of Santa Clarita Valley School Food Services Agency Agreement to Provide Food Services to Northlake Hills State Preschool

**Item Type:** Action

**BACKGROUND:**

The District pays direct expense, from funds provided by the State Preschool Program, for food services to the State Preschool, at Northlake Hills. The breakfast price will remain the same, \$1.50 for the 2017-2018 school year. However, the price for unassigned meals (non-reimbursable) will increase by \$0.05 to \$2.09.

**FISCAL IMPLICATIONS:**

There is no cost to the District. Costs paid by Fund 12 – State Preschool Reimbursement.

**RECOMMENDATION:**

Approve item as submitted.

**Submitted by:** Jackeline Vasquez, Preschool Program Supervisor

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

# SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

25210 Anza Drive, Santa Clarita, California 91355 Ph (661)295-1574 Fax (661)295-0981

---

To: Steve Doyle, Superintendent  
From: Dr. Lynnelle Grumbles, CEO  
Cc: Janene Maxon, Assistant Superintendent of Educational Services  
Re: Food Services Agreement for Castaic USD State Pre-School (**Northlake Hills**)  
Date: July 28, 2017

Attached is the annual agreement for food services for the State Pre-School at Northlake Hills Elementary School for the 2017-18 school year. The **Breakfast** price will remain the same for the upcoming school year at **\$1.50**. However, the price for unassigned meals (non-reimbursable) will increase by \$0.05 to \$2.09.

If this agreement meets with your approval, please sign two original copies where indicated, and return them to the Santa Clarita Valley Food Services Agency as soon as possible. A signed original copy of the agreement will be returned to you after it is approved by our Board of Directors.

We look forward to continuing this contractual relationship for another year. If you have any questions, please feel free to contact me (661) 295-1574 ext. 103.





**SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY**  
**AGREEMENT TO FURNISH FOOD SERVICES**

This agreement is effective on this first day of July, 2017 by and between Santa Clarita Valley School Food Services Agency (SCVSFSA), hereinafter referred to as Agency, and Castaic School District/Pre-School at Northlake Hills hereinafter referred to as Institution.

WHEREAS, the facilities of the Institution are not adequate for preparing meals for the food services program; and,

WHEREAS, the facilities of the Agency are adequate to prepare product for students at the Institution; and,

WHEREAS, the Agency is willing to provide such services to the Institution on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.

**AGENCY AGREES TO:**

1. Prepare and deliver selected meals by 11:30 a.m. on each of the Institution's school days in accordance with the number of meals requested and at the cost agreed upon in this contract:

School Breakfast:	Paid Eligible Meals	\$ 1.50
	Unassigned Meals*	\$ 2.09

\*Unassigned meals are meals that are received by the Institution but not assigned to an individual student and therefore SCVSFSA is unable to claim for reimbursement.

All prepared meals shall meet USDA nutritional requirements.

2. Maintain full and accurate records that the Institution will need to meet its responsibility including the following:  
Production records, including the number of meals delivered by type. Those records must be reported to the Institution promptly at the end of the month.
3. Retain required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the State Department of Education, the U.S. Department of Agriculture, and the U. S. General Accounting Office for audit or administrative review at a reasonable time and place.

INSTITUTION AGREES TO:

1. Request by telephone and/or fax no later than 10:00 a.m. on every Friday an accurate number of items to be prepared for the Institution for the following week. Errors in count called in shall be the responsibility of the Institution. The counts shall be adjusted once a week. If necessary the counts can be adjusted daily, but not later than 9:00 a.m.
2. Consult with the Agency five days in advance regarding any special item request.
3. Pay Agency by the 10<sup>th</sup> of each month, the full amount as presented on the one per month itemized invoices.

TERMS OF THE AGREEMENT:

This agreement shall be effective as of July 1, 2017 and end on June 30, 2018. It may be terminated by notification, in writing, given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below.

Dr. Lynnelle Grumbles  
Agency Official

\_\_\_\_\_  
Institution Official

Chief Executive Officer  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>M</b>

**Meeting Date:** August 10, 2017

**Item Title:** Approval of Independent Contract between Castaic Union School District and Lelani Avila to Provide Physical Education Instruction to Castaic Elementary School Students

**Item Type:** Action

**BACKGROUND:**

Lelani Avila will provide physical education instruction to TK – 6th grade students once a week, under the supervision of classroom teachers. The instruction will be based upon current CA State Standards for Physical Education. TK – 3rd grade students will have 30 minutes instruction and 4th – 6th grade students will have 40 minutes of instruction.

**FISCAL IMPLICATIONS:**

Not to exceed \$5,000.00 per year from the General Fund.

**RECOMMENDATION:**

**Submitted by:** Stephanie Beach, Principal, Castaic Elementary School

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

# CASTAIC UNION SCHOOL DISTRICT

## Independent Contractor Agreement

After Board approval, this Agreement is made and entered into on the Contract Beginning Date by and between the Governing Board of the Castaic Union School District (hereinafter referred to as "District") and the individual or company listed below (hereinafter referred to as "Contractor").

Contract Beginning Date: <u>9/5/17</u>	Contract Completion Date: <u>5/18/18</u>
Name of Contractor/Company (Payee): <u>Lelani Avila</u>	
Address: <u>27656 Buckskin</u>	City: <u>Castaic</u> State: <u>CA</u> Zip: <u>91384</u>
Phone Number: <u>661-414-3297</u>	Email Address: <u>leilanimavila@gmail.com</u>

The Contractor shall provide the following services during the contract period:

Services: **Plan for and provide physical education instruction to TK-6th grade students in every class once a week, under the supervision of the regular classroom teachers. Instruction will be based upon current CA State Standards for Physical Education. TK-3rd students will have 30 min instruction and 4-6 students will have 40 minutes of instruction.**

The District hereby agrees to compensate for services actually performed at a rate of:

Rate for Service: <u>\$15 per hour, 11 hours per week</u>	Not to Exceed: \$ <u>5,000/ year</u>
(Amount, Time Frame)	
Additional Compensation: <u>extra pay will be provided for 5th grade PE testing in spring</u>	
Account String: <u>01.0-01000.0-11100-10000-5890-0100000</u>	Contract #: _____
(Contract Number & Funding Source – Assigned by Director of Fiscal Services)	

Office Use Only:	Date of Board Approval: _____
------------------	-------------------------------

The Rate is payable upon the Contractor's presentation of an invoice at the end of each month or pre-determined pay period. At the end of the year, the District will file a 1099 form with the Internal Revenue Service indicating the total amount paid to the Contractor during the year. Contractor is not entitled to fringe benefits. **The Contractor shall file a Taxpayer Identification Form with the District (attached).**



**Independent Contractor Agreement – Page 2 – Contract # \_\_\_\_\_**

It is expressly understood that the Contractor is an independent contractor and not a District Employee for any purpose, including but not limited to: the application of the Fair Labor Standard Act minimum wage and overtime requirements, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and/or California laws concerning revenue and taxation, workers' compensation and unemployment insurance. Contractor is not and shall not act in any manner as a partner, joint venturer, servant, employee or representative of District.

Contractor shall indemnify, pay for the defense of, and hold harmless District and its officers, agents and employees of and from all liabilities, claims, debts or damages of any nature or sort which may be incurred by reason on Contractor's negligent or willful acts and/or omissions in rendering any services hereunder. Contractor shall assume full responsibility for payments of federal state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax laws, or any disability or unemployment law, or retirement contribution of any sort whatsoever, concerning Contractor and shall further indemnify, pay for the defense of, and hold harmless District of and from any such payment or liability arising out of or in any manner connected with Contractor's performance under this Agreement.

In advance of the commencement of service, contractor shall provide written evidence that District has been named as an additional insured on the contractor's professional errors and omissions policy in the amount of at least one million (\$1,000,000.00) dollars.

\_\_\_\_\_ If this box is initialed by the Superintendent or designated District Representative, then adding the District as an additional insured on the contractor's professional errors and omissions policy in the amount of at least one million (\$1,000,000.00) dollars will be waived.

In rendering services under this Agreement, contractor warrants that it shall not discriminate on the basis of any characteristic protected by state and federal law, including, but not limited to, physical or mental disability, sex, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code.

This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by Contractor to the District and contains all of the covenants between the parties with respect to the rendering of such services in any manner whatsoever.

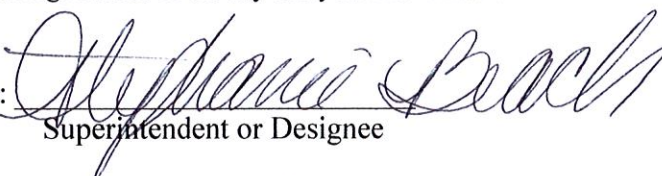
Each party to the Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party, which are not embodied in this Agreement, and that no other agreement, statement or promise not contained in this Agreement, shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.


Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, shall thereupon terminate. Either the District or Employee may terminate this Agreement at any time by giving written notification to the other. In the event of such termination, Contractor shall be paid for those services rendered to date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

Date: 7/27/17

Signature:   
Superintendent or Designee

Date: 7-27-17

Signature:   
Independent Contractor

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>N</b>

**Meeting Date:** August 10, 2017

**Item Title:** Adoption of Resolution #17/18-2: Proclamation of September as Attendance Awareness Month

**Item Type:** Action

**BACKGROUND:**

Good attendance is essential to student achievement and graduation, and the District is committed to dedicating our resources and attention to reducing chronic absenteeism rates, with a focus starting as early as pre-kindergarten and kindergarten. Chronic absence (missing 10 percent or more of school) or just two or three days a month is a proven predictor of academic trouble and dropout rates. Chronic absence can be significantly reduced when schools, families and communities work together to monitor and promote good attendance and address hurdles that keep children from getting to school.

The District would like to recognize September as “Attendance Awareness Month” committing to focusing on reducing chronic absenteeism to give all children an equitable opportunity to learn, grown and thrive academically, emotionally and socially.

**FISCAL IMPLICATIONS:**

There is no fiscal impact on the District.

**RECOMMENDATION:**

Approve resolution as submitted.

**Submitted by:** Charmin Ortega, Executive Assistant to the Superintendent

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

**CASTAIC UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**Resolution #17/18-2**

**PROCLAMATION OF SEPTEMBER AS  
ATTENDANCE AWARENESS MONTH**

**WHEREAS**, good attendance is essential to student achievement and graduation, and we are committed to dedicating our resources and attention to reducing chronic absenteeism rates, with a focus starting as early as prekindergarten and kindergarten; and

**WHEREAS**, chronic absence – missing 10 percent or more of school for any reason including excused and unexcused absences, or just two or three days a month, is a proven predictor of academic trouble and dropout rates; and

**WHEREAS**, improving attendance and reducing chronic absence takes commitment, collaboration and tailored approaches to particular challenges and strengths in each community; and

**WHEREAS**, chronic absence predicts lower third-grade reading proficiency, course failure and eventual dropout; it weakens our communities and our local economy; and

**WHEREAS**, the impact of chronic absence hits low-income students and children of color particularly hard if they don't have the resources to make up for lost time in the classroom and are more likely to face systemic barriers to getting to school – such as unreliable transportation, lack of access to health care, unstable or unaffordable housing; and

**WHEREAS**, attendance gaps among groups of students often turn into achievement gaps that undermine student success. Chronic absence particularly exacerbates the achievement gap that separates low-income students from their peers, since students from low-income families are both more likely to be chronically absent and more likely to be affected academically by missing school; and

**WHEREAS**, absenteeism also undermines efforts to improve struggling schools, since it's hard to measure improvement in classroom instruction if students are not in class to benefit from them; and

**WHEREAS**, schools and community partners can reach out more frequently to absent students to determine what barriers they face to attending school and what would help them attend more regularly; and

**WHEREAS**, health care providers can share the importance of school attendance with families and can offer proactive, preventive care to reduce absences; and

**WHEREAS**, schools and districts must do more to track, calculate and share the data on how many students are chronically absent so that we can see the attendance gaps and can deliver the right interventions to the right students; and

**WHEREAS**, all students – even those who show up regularly, are affected by chronic absence because teachers must spend time reviewing for students who missed lessons; and

**WHEREAS**, chronic absence can be significantly reduced when schools, families and communities work together to monitor and promote good attendance and address hurdles that keep children from getting to school.

**NOW, THEREFORE, BE IT RESOLVED** that as the Governing Board of Castaic Union School District, we proclaim our school district will stand with the nation in recognizing September as "Attendance Awareness Month." We hereby commit to focusing on reducing chronic absenteeism to give all children an equitable opportunity to learn, grow and thrive academically, emotionally and socially.

**PASSED AND ADOPTED** this 10th day of August, 2017 by the following Board Members:

\_\_\_\_\_  
President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Member

\_\_\_\_\_  
Secretary to the Board

\_\_\_\_\_  
Member

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>O</b>

**Meeting Date:** August 10, 2017

**Item Title:** Adoption of Resolution #17/18-3: In Support of “Week of the School Administrator”, October 9-13, 2017

**Item Type:** Action

**BACKGROUND:**

The California Department of Education encourages districts to recognize October 9-13, 2017 as Week of the School Administrator (California Education Code Section 44015.1).

In observance of the importance of educational leadership at the school, school district, and county levels, the second full week in the month of October of each year shall be designated as “Week of the School Administrator.” Schools, school districts, and county superintendents of schools are encouraged to observe the week with public recognition of the contribution that school administrators make to successful pupil achievement.

**FISCAL IMPLICATIONS:**

There is no fiscal impact on the District.

**RECOMMENDATION:**

Approve resolution as submitted.

**Submitted by:** Charmin Ortega, Executive Assistant to the Superintendent

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent



**CASTAIC UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**Resolution #17/18-3**

**WEEK OF THE SCHOOL ADMINISTRATOR  
October 9-13, 2017**

**WHEREAS**, leadership matters for California’s public education system and the more than 6 million students it serves; and

**WHEREAS**, school administrators are passionate, lifelong learners who believe in the value of quality public education; and

**WHEREAS**, the title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

**WHEREAS**, providing quality service for student success is paramount for the profession; and

**WHEREAS**, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

**WHEREAS**, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

**WHEREAS**, school leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

**WHEREAS**, research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

**WHEREAS**, the State of California has declared the second full week of October as the “Week of the School Administrator” in Education Code 44015.1; and

**WHEREAS**, the future of California’s public education system depends upon the quality of its leadership;

**NOW, THEREFORE, BE IT RESOLVED** by the Association of California School Administrators that all school leaders be commended for the contributions they make to successful student achievement.

**PASSED AND ADOPTED** this 10th day of August, 2017 by the following Board Members:

\_\_\_\_\_  
President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Member

\_\_\_\_\_  
Secretary to the Board

\_\_\_\_\_  
Member

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>P</b>

**Meeting Date:** August 10, 2017

**Item Title:** Adoption of Resolution #17/18-4: Layoff of Classified Employee

**Item Type:** Action

**BACKGROUND:**

As a result of lack of work and/or lack of funds, it will be necessary to discontinue or reduce the following classified position:

One (1) 3.17 hours per regular day and 2.0 hours per shortened day reduction,  
Special Circumstance Instructional Aide at Live Oak Elementary School

**FISCAL IMPLICATIONS:**

This reduction in the classified work force is already included in the 2017-2018 school year budget.

**RECOMMENDATION:**

Approve Resolution as submitted.

**Submitted by:** Wendy Mullins, Assistant Director of Human Resources

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

**CASTAIC UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**RESOLUTION #17/18-4**

**LAYOFF OF CLASSIFIED EMPLOYEE**

**WHEREAS**, due to lack of work and/or lack of funds, the governing board hereby finds that it is in the best interest of the Castaic Union School District that as of October 10, 2017, certain services now being provided by the District be discontinued or reduced by the following extent:

One (1) 3.17 hours per regular day and 2.0 hours per shortened day reduction, Special Circumstance Instructional Aide at Live Oak Elementary School (reduce from 6.17 hours to 3.0 hours on regular days and from 5.0 hours to 3.0 hours on shortened days)

**NOW THEREFORE BE IT RESOLVED**, that as of October 10, 2017, this classified position shall be discontinued or reduced to the extent set forth above.

**BE IT FURTHER RESOLVED**, that the Superintendent is authorized and directed to give notice of layoff of the position or reduction of hours and bumping rights to the affected classified employees of the District.

**PASSED AND ADOPTED** this 10th day of August, 2017 by the following vote:

\_\_\_\_\_  
President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Member

\_\_\_\_\_  
Secretary to the Board

\_\_\_\_\_  
Member

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>Q</b>

**Meeting Date:** August 10, 2017

**Item Title:** First Reading to Adopt Revised Administrative Regulation 3516.3: Earthquake Emergency Procedure System

**Item Type:** Action

**BACKGROUND:**

This regulation is being revised to change the name of the California Emergency Management Agency to the California Governor's Office of Emergency Services.

**FISCAL IMPLICATIONS:**

There is no fiscal impact on the District.

**RECOMMENDATION:**

Adopt revised Administrative Regulation.

**Submitted by:** Steve Doyle, Superintendent

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

**EARTHQUAKE EMERGENCY PROCEDURE SYSTEM**

**Earthquake Preparedness**

Earthquake emergency procedures shall be established in every school building having an occupant capacity of 50 or more students, or more than one classroom, and shall be incorporated into the comprehensive ~~school~~-safety plan. (Education Code 32282)

*(cf. 0450 - Comprehensive Safety Plan)*

Earthquake emergency procedures shall be aligned with the Standardized Emergency Management System and the National Incident Management System. (Government Code 8607; 19 CCR 2400-2450)

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*

The Superintendent or designee may work with the California Governor's Office of Emergency Services and the Seismic Safety Commission to develop and establish the earthquake emergency procedures. (Education Code 32282)

Earthquake emergency procedures shall outline the roles and responsibilities of students and staff during and after an earthquake.

Earthquake emergency procedures shall include, but not be limited to, all of the following: (Education Code 32282)

1. A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staff
2. A drop procedure ~~in which~~ whereby each student~~s~~ and staff member~~s~~ takes cover under a table or desk, dropping to his/her knees, with the head protected by the arms and the back to the windows

Drop procedures shall be practiced at least once each school quarter in elementary schools and at least once each semester in secondary schools.

~~a. Take cover under a table or desk~~

~~b. Drop to their knees~~

~~c. Protect their head with their arms~~

~~d. Put their back to the windows~~

3. Protective measures to be taken before, during, and ~~after~~ following an earthquake

**EARTHQUAKE EMERGENCY PROCEDURE SYSTEM** (continued)

4. A ~~training~~ program to ensure that ~~all~~ students and ~~all certificated and classified~~ staff are aware of, and properly ~~skilled~~ **trained** in, the earthquake emergency procedure system

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

~~The Superintendent or designee may work with the California Office of Emergency Services (renamed the California Emergency Management Agency) and the Seismic Safety Commission to develop and establish the earthquake emergency procedures. (Education Code 32282)~~

~~Earthquake emergency procedures shall outline the roles and responsibilities of students and staff during and after an earthquake.~~

Staff and students shall be informed of the dangers to expect in an earthquake and procedures to be followed. Students shall be instructed to remain silent and follow directions given by staff in such an emergency. Staff and students also shall be taught safety precautions to take if they are in the open or on the way to or from school when an earthquake occurs.

Earthquake emergency procedures shall designate **primary outside areas** and alternative **areas locations outside of buildings**, which may include areas off campus if necessary, ~~in which students~~ **where individuals on a school site** will assemble following evacuation. In designating such areas, the Superintendent or designee shall consider potential post-earthquake hazards outside school buildings including, but not limited to, power lines, trees, covered walkways, chain link fences that may be an electric shock hazard, and areas near buildings that may have debris.

Earthquake emergency procedures **also** shall ~~designate~~ **outline primary and alternative** evacuation routes ~~and alternative routes~~ that avoid areas with potential hazards to the extent possible. The needs of students with disabilities shall be considered when planning evacuation routes.

**The Superintendent or designee shall identify at least one individual within each building to determine if an evacuation is necessary, the best evacuation location, and the best route to that location when an earthquake occurs.**

The Superintendent or designee shall identify potential earthquake hazards in classrooms and other district facilities, ~~Potential hazards may include~~ **including**, but ~~are~~ not limited to, areas where the main gas supply or electric current enters the building, suspended ceilings, pendant light fixtures, large win-

**EARTHQUAKE EMERGENCY PROCEDURE SYSTEM** (continued)

dows, stairwells, science laboratories, storage areas for hazardous materials, shop areas, and unsecured furniture and equipment. To the extent possible, **dangers presented by such potential hazards** ~~such~~ shall be minimized by securing equipment and furnishings and removing heavy objects from high shelves.

~~School disaster plans shall outline roles, responsibilities and procedures for students and staff.~~

~~(cf. 3516 — Emergency and Disaster Preparedness Plan)~~

~~Drop procedures may be expanded to ensure that students get under stationary desks or tables where available, or otherwise get next to an inside wall or under an inside doorway. Students should stay in the drop position until the emergency is over or until further instructions are given.~~

**Earthquake While Indoors at School**

When an earthquake occurs, the following actions shall be taken inside buildings and classrooms:

1. Staff shall have students perform the drop procedure. Students should stay in the drop position until the emergency is over or until further instructions are given.
2. In laboratories, burners should be extinguished, if possible, before taking cover.
3. As soon as possible, staff shall move ~~the~~ students away from windows, shelves, and heavy objects ~~and-or~~ furniture that may fall
4. After the earthquake, the principal or designee shall determine whether planned evacuation routes and assembly **areas-locations** are safe and shall communicate with teachers and other staff.
5. When directed by the principal or designee to evacuate, or if classrooms or other facilities present dangerous hazards that require immediate evacuation, staff shall account for all students under their supervision and ~~have the students~~ **shall** evacuate the building in an orderly manner.

**Earthquake While Outdoors on School Grounds**

When an earthquake occurs, the following actions shall be taken by ~~teachers-staff~~ or other persons in authority ~~and students~~ who are on school grounds:

1. ~~The~~ Staff shall direct students to walk away from buildings, trees, overhead power lines, power poles, or exposed wires.

**EARTHQUAKE EMERGENCY PROCEDURE SYSTEM** (continued)

2. ~~The~~ Staff shall have students perform the drop procedure. ~~covering as much skin surface as possible, closing eyes, and covering ears.~~
3. Staff ~~and shall have~~ students ~~shall~~ stay in the open until the earthquake is over, or until further directions are given.

**Earthquake While on the Bus**

If students are on the school bus when an earthquake occurs, the bus driver shall take proper precautions to ensure student safety, **which may include pulling over to the side of the road or driving to a location away from outside hazards, if possible. Following the earthquake, the driver shall contact the Superintendent or designee for instructions before proceeding on the route or, if such contact is not possible, drive to an evacuation or assembly location.**

*(cf. 3543 - Transportation Safety and Emergencies)*

- ~~1. The bus driver shall pull to the side of the road away from any buildings, poles, wires, overhead structures or bridges, if possible, and have students perform the drop procedure.~~
- ~~2. The driver shall set the brakes, and turn off the ignition. As soon as possible, the driver shall contact the Superintendent or designee for instructions before proceeding on the route.~~

**Subsequent Emergency Procedures**

After ~~the~~ **an** earthquake **episode** has subsided, the following actions shall be taken:

1. Staff shall extinguish small fires if ~~possible~~ **safe**.
2. Staff shall provide ~~assistance~~ **first aid** to any injured students, take roll, and report missing students to the principal or designee.
3. Staff and students shall ~~not~~ **refrain from** lighting any stoves or burners **or operating any electrical switches** until the area is declared safe.
4. All buildings shall be inspected for water and gas leaks, electrical breakages, and large cracks or earth slippage affecting buildings.
5. The principal or designee shall post staff at a safe distance from all building entrances and instruct staff and students to ~~not reenter until~~ **remain outside** the buildings **until they** are declared safe.



**EARTHQUAKE EMERGENCY PROCEDURE SYSTEM** (continued)

6. The principal or designee shall request assistance as needed from the county or city civil defense office, fire and police departments, city and county building inspectors, and utility companies and shall confer with them regarding the advisability of closing the school.
7. The principal or designee shall contact the Superintendent or designee and request further instructions after assessing the earthquake damage.
8. The Superintendent or designee shall provide updates to parents/guardians of district students and members of the community about the incident, any safety issues, and follow-up directions.

(cf. 1112 - Media Relations)

**Legal Reference:**

EDUCATION CODE  
32280-32289 School safety plans  
GOVERNMENT CODE  
3100 Public employees as disaster service workers  
8607 Standardized Emergency Management System ~~(SEMS)~~  
CODE OF REGULATIONS, TITLE 19  
2400-2450 Standardized Emergency Management System

**Management Resources:**

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLICATIONS  
The ABCs of Post-Earthquake Evacuation: A Checklist for School Administrators and Faculty  
Guide and Checklist for Nonstructural Earthquake Hazards in California Schools, January 2003  
School Emergency Response: Using SEMS at Districts and Sites, June 1998  
FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLICATIONS  
Guidebook for Developing a School Earthquake Safety Program, 1990  
~~OFFICE OF EMERGENCY SERVICES PUBLICATIONS~~  
WEB SITES  
~~CSBA: <http://www.esba.org>~~  
American Red Cross: <http://www.redcross.org>  
~~California Emergency Management Agency: <http://www.calema.ca.gov>~~  
**California Governor's Office of Emergency Services:**  
<http://www.caloes.ca.gov>  
California Seismic Safety Commission: <http://www.seismic.ca.gov>  
Federal Emergency Management Agency ~~(FEMA)~~:  
<http://www.fema.gov/hazards/earthquakes>  
National Incident Management System ~~(NIMS)~~:  
<http://www.fema.gov/emergency/nims>

Regulation

Approved: November 20, 1997

Revised: December 9, 2010 (DB)

Revised: August 10, 2017 (BM)

**CASTAIC UNION SCHOOL DISTRICT**

Castaic, California

CSBA Sample | AR 3516.3 Business and Noninstructional Operations

**Earthquake Emergency Procedure System**

Note: The following optional administrative regulation should be revised to reflect district practice.

**Earthquake Preparedness**

Earthquake emergency procedures shall be established in every school building having an occupant capacity of 50 or more students, or more than one classroom, and shall be incorporated into the comprehensive safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

Note: Government Code 8607 and 19 CCR 2400-2450 require districts to be prepared to respond to emergencies using the Standardized Emergency Management System (SEMS). By Executive Order, the Governor has required each local agency to integrate the National Incident Management System with its SEMS. Districts should contact their local emergency management agency for further assistance. See BP/AR 3516 - Emergencies and Disaster Preparedness Plan.

Earthquake emergency procedures shall be aligned with the Standardized Emergency Management System and the National Incident Management System. (Government Code 8607; 19 CCR 2400-2450)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Note: The California Governor's Office of Emergency Services (Cal OES) offers a number of publications that may assist the district in surveying school facilities and outside areas for potential earthquake hazards.

The Superintendent or designee may work with the California Governor's Office of Emergency Services and the Seismic Safety Commission to develop and establish the earthquake emergency procedures. (Education Code 32282)

Earthquake emergency procedures shall outline the roles and responsibilities of students and staff during and after an earthquake.

Earthquake emergency procedures shall include, but not be limited to, all of the following: (Education Code 32282)

1. A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staff
2. A drop procedure whereby each student and staff member takes cover under a table or desk, dropping to his/her knees, with the head protected by the arms and the back to the windows

Note: Education Code 32282 requires regular practice of drop procedures in accordance with the timelines specified below. The following paragraph may be revised to reflect the grade levels offered by the district.

Drop procedures shall be practiced at least once each school quarter in elementary schools and at least once each semester in secondary schools.

3. Protective measures to be taken before, during, and following an earthquake

4. A program to ensure that students and staff are aware of and properly trained in the earthquake emergency procedure system

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Staff and students shall be informed of the dangers to expect in an earthquake and procedures to be followed. Students shall be instructed to remain silent and follow directions given by staff in such an emergency. Staff and students also shall be taught safety precautions to take if they are in the open or on the way to or from school when an earthquake occurs.

Earthquake emergency procedures shall designate primary and alternative locations outside of buildings, which may include areas off campus if necessary, where individuals on a school site will assemble following evacuation. In designating such areas, the Superintendent or designee shall consider potential post-earthquake hazards outside school buildings including, but not limited to, power lines, trees, covered walkways, chain link fences that may be an electric shock hazard, and areas near buildings that may have debris.

Earthquake emergency procedures also shall outline primary and alternative evacuation routes that avoid areas with potential hazards to the extent possible. The needs of students with disabilities shall be considered when planning evacuation routes.

Note: The following optional paragraph is for use by any district with a school near the coastline making it susceptible to the risk of a tsunami after an earthquake has occurred.

The Superintendent or designee shall consider the danger of a post-earthquake tsunami when developing evacuation routes and locations, including the need to evacuate to higher ground.

The Superintendent or designee shall identify at least one individual within each building to determine if an evacuation is necessary, the best evacuation location, and the best route to that location when an earthquake occurs.

The Superintendent or designee shall identify potential earthquake hazards in classrooms and other district facilities, including, but not limited to, areas where the main gas supply or electric current enters the building, suspended ceilings, pendant light fixtures, large windows, stairwells, science laboratories, storage areas for hazardous materials, shop areas, and unsecured furniture and equipment. To the extent possible, dangers presented by such potential hazards shall be minimized by securing equipment and furnishings and removing heavy objects from high shelves.

### Earthquake While Indoors at School

When an earthquake occurs, the following actions shall be taken inside buildings and classrooms:

1. Staff shall have students perform the drop procedure. Students should stay in the drop position until the emergency is over or until further instructions are given.
2. In laboratories, burners should be extinguished, if possible, before taking cover.
3. As soon as possible, staff shall move students away from windows, shelves, and heavy objects or furniture that may fall.

Note: In The ABCs of Post-Earthquake Evacuation: A Checklist for School Administrators and Faculty, the Cal OES advises that evacuation should never be automatic as there may be as much danger outside the facility as inside, planned routes may not be clear, and lighting inside the building may be shut off.

4. After the earthquake, the principal or designee shall determine whether planned evacuation routes and assembly locations are safe and shall communicate with teachers and other staff.
5. When directed by the principal or designee to evacuate, or if classrooms or other facilities present dangerous hazards that require immediate evacuation, staff shall account for all students under their supervision and shall evacuate the building in an orderly manner.

### Earthquake While Outdoors on School Grounds

When an earthquake occurs, the following actions shall be taken by staff or other persons in authority who are outdoors on school grounds:

1. Staff shall direct students to walk away from buildings, trees, overhead power lines, power poles, or exposed wires.
2. Staff shall have students perform the drop procedure.
3. Staff shall have students stay in the open until the earthquake is over or until further directions are given.

### Earthquake While on the Bus

If students are on the school bus when an earthquake occurs, the bus driver shall take proper precautions to ensure student safety, which may include pulling over to the side of the road or driving to a location away from outside hazards, if possible. Following the earthquake, the driver shall contact the Superintendent or designee for instructions before proceeding on the route or, if such contact is not possible, drive to an evacuation or assembly location.

(cf. 3543 - Transportation Safety and Emergencies)

### Subsequent Emergency Procedures

After an earthquake episode has subsided, the following actions shall be taken:

1. Staff shall extinguish small fires if safe.
2. Staff shall provide first aid to any injured students, take roll, and report missing students to the principal or designee.
3. Staff and students shall refrain from lighting any stoves or burners or operating any electrical switches until the area is declared safe.
4. All buildings shall be inspected for water and gas leaks, electrical breakages, and large cracks or earth slippage affecting buildings.
5. The principal or designee shall post staff at safe distances from all building entrances and instruct staff and students to remain outside the buildings until they are declared safe.
6. The principal or designee shall request assistance as needed from the county or city civil defense office, fire and police departments, city and county building inspectors, and utility companies and shall confer with them regarding the advisability of closing the school.
7. The principal or designee shall contact the Superintendent or designee and request further instructions after assessing the earthquake damage.
8. The Superintendent or designee shall provide updates to parents/guardians of district students and members of the community about the incident, any safety issues, and follow-up directions.

(cf. 1112 - Media Relations)

Legal Reference:

EDUCATION CODE

32280-32289 School safety plans

GOVERNMENT CODE

3100 Public employees as disaster service workers

8607 Standardized Emergency Management System

CODE OF REGULATIONS, TITLE 19

2400-2450 Standardized Emergency Management System

Management Resources:

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES PUBLICATIONS

The ABCs of Post-Earthquake Evacuation: A Checklist for School Administrators and Faculty

Guide and Checklist for Nonstructural Earthquake Hazards in California Schools, January 2003

School Emergency Response: Using SEMS at Districts and Sites, June 1998

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLICATIONS

Guidebook for Developing a School Earthquake Safety Program, 1990

WEB SITES

American Red Cross: <http://www.redcross.org>

California Governor's Office of Emergency Services: <http://www.caloes.ca.gov>

California Seismic Safety Commission: <http://www.seismic.ca.gov>

Federal Emergency Management Agency: <http://www.fema.gov/hazards/earthquakes>

National Incident Management System: <http://www.fema.gov/emergency/nims>

(7/07 3/11) 7/16

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>R</b>

**Meeting Date:** August 10, 2017

**Item Title:** First Reading to Adopt New Board Policy 5116.2: Involuntary Student Transfers

**Item Type:** Action

**BACKGROUND:**

This new policy reflects NEW LAW (SB 1343, 2016) which authorizes districts to involuntarily transfer a student who has been convicted of a specified violent felony or a misdemeanor associated with possession of a firearm, whenever the student is enrolled at the same school as the victim of the crime for which he/she was convicted. In order to exercise this authority, the district is mandated to adopt policy with specified components and provide notice of the policy to parents/guardians as part of the annual parental notification.

**FISCAL IMPLICATIONS:**

There is no fiscal impact on the District.

**RECOMMENDATION:**

Adopt new Board Policy.

**Submitted by:** Steve Doyle, Superintendent

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

**INVOLUNTARY STUDENT TRANSFERS**

The Governing Board desires to enroll students in the school of their choice, but recognizes that circumstances sometimes necessitate the involuntary transfer of some students to another school or program in the district. The Superintendent or designee shall develop procedures to facilitate the transition of such students into their new school of enrollment.

*(cf. 5113.1 - Chronic Absence and Truancy)*  
*(cf. 5116.1 - Intradistrict Open Enrollment)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*  
*(cf. 6173.3 - Education for Juvenile Court School Students)*

As applicable, when determining the best placement for a student who is subject to involuntary transfer, the Superintendent or designee shall review all educational options for which the student is eligible, the student's academic progress and needs, the enrollment capacity at district schools, and the availability of support services and other resources.

Whenever a student is involuntarily transferred, the Superintendent or designee shall provide timely written notification to the student and his/her parent/guardian and an opportunity for the student and parent/guardian to meet with the Superintendent or designee to discuss the transfer.

**Students Convicted of Violent Felony or Misdemeanor**

A student may be transferred to another district school if he/she is convicted of a violent felony, as defined in Penal Code 667.5(c), or a misdemeanor listed in Penal Code 29805 and is enrolled at the same school as the victim of the crime for which he/she was convicted. (Education Code 48929)

Before transferring such a student, the Superintendent or designee shall attempt to resolve the conflict using restorative justice, counseling, or other such services. He/she shall also notify the student and his/her parents/guardians of the right to request a meeting with the principal or designee. (Education Code 48929)

*(cf. 5144 - Discipline)*  
*(cf. 6164.2 - Guidance and Counseling Services)*

Participation of the victim in any conflict resolution program shall be voluntary, and he/she shall not be subjected to any disciplinary action for his/her refusal to participate in conflict resolution.

The principal or designee shall submit to the Superintendent or designee a recommendation as to whether or not the student should be transferred. If the Superintendent or designee determines that



**INVOLUNTARY STUDENT TRANSFERS** (continued)

a transfer would be in the best interest of the students involved, he/she shall submit such recommendation to the Board for approval.

The Board shall deliberate in closed session to maintain the confidentiality of student information, unless the parent/guardian or adult student submits a written request that the matter be addressed in open session and doing so would not violate the privacy rights of any other student. The Board's decision shall be final.

*(cf. 9321 - Closed Session Purposes and Agendas)*

The decision to transfer a student shall be subject to periodic review by the Superintendent or designee.

The Superintendent or designee shall annually notify parents/guardians of the district's policy authorizing the transfer of a student pursuant to Education Code 48929. (Education Code 48980)

*(cf. 5145.6 - Parental Notifications)*

**Other Involuntary Transfers**

Students may be involuntarily transferred under the following circumstance:

If a student is expelled from school for any reason, is probation-referred pursuant to Welfare and Institutions Code 300 or 602, or is referred by a school attendance review board or another formal district process, he/she may be transferred to a community day school. (Education Code 48662)

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6185 - Community Day School)*

**Legal Reference:**

EDUCATION CODE

35146 Closed sessions; student matters

48430-48438 Continuation classes, especially:

48432.5 Involuntary transfer to continuation school

48660-48666 Community day schools, especially:

48662 Involuntary transfer to community day school

48900 Grounds for suspension and expulsion

48929 Transfer of student convicted of violent felony or misdemeanor

48980 Notice at beginning of term

PENAL CODE

667.5 Violent felony, definition

29805 Misdemeanors involving firearms

WELFARE AND INSTITUTIONS CODE

**INVOLUNTARY STUDENT TRANSFERS** (continued)

**Legal Reference:** (continued)

300 Minors subject to jurisdiction

602 Minors violating laws defining crime; ward of court

**Management Resources:**

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

## CSBA Sample | BP 5116.2 Students

**Involuntary Student Transfers**

The Governing Board desires to enroll students in the school of their choice, but recognizes that circumstances sometimes necessitate the involuntary transfer of some students to another school or program in the district. The Superintendent or designee shall develop procedures to facilitate the transition of such students into their new school of enrollment.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6173.3 - Education for Juvenile Court School Students)

As applicable, when determining the best placement for a student who is subject to involuntary transfer, the Superintendent or designee shall review all educational options for which the student is eligible, the student's academic progress and needs, the enrollment capacity at district schools, and the availability of support services and other resources.

Whenever a student is involuntarily transferred, the Superintendent or designee shall provide timely written notification to the student and his/her parent/guardian and an opportunity for the student and parent/guardian to meet with the Superintendent or designee to discuss the transfer.

**Students Convicted of Violent Felony or Misdemeanor**

Note: Education Code 48929, as added by SB 1343 (Ch. 154, Statutes of 2016), authorizes a district to involuntarily transfer a student who has been convicted of a violent felony as defined in Penal Code 667.5(c) (including, but not limited to, attempted murder, rape, assault, kidnapping, and robbery) or a misdemeanor associated with possession of a firearm as specified in Penal Code 29805, whenever the student is enrolled at the same school as a student who was a victim of the crime.

Note: In order to exercise this authority, Education Code 48929 mandates the Governing Board to adopt, at a regularly scheduled meeting, policy that contains the following provisions: (1) a requirement that the student and his/her parent/guardian be notified of the right to request a meeting with the principal or designee; (2) a requirement that the school first attempt to resolve the conflict using restorative justice, counseling, or other services; (3) whether the decision to transfer a student is subject to periodic review and the procedure for conducting the review; and (4) the process to be used by the Board to consider and approve or disapprove the recommendation of the principal or designee to transfer the student. Education Code 48929 also requires the district to provide notice of the policy to parents/guardians as part of the annual parental notification required by Education Code 48980.

A student may be transferred to another district school if he/she is convicted of a violent felony, as defined in Penal Code 667.5(c), or a misdemeanor listed in Penal Code 29805 and is enrolled at the same school as the victim of the crime for which he/she was convicted. (Education Code 48929)

Before transferring such a student, the Superintendent or designee shall attempt to resolve the conflict using restorative justice, counseling, or other such services. He/she shall also notify the student and his/her parents/guardians of the right to request a meeting with the principal or designee. (Education Code 48929)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

(cf. 6164.2 - Guidance and Counseling Services)

Participation of the victim in any conflict resolution program shall be voluntary, and he/she shall not be subjected to any disciplinary action for his/her refusal to participate in conflict resolution.

Note: The following paragraph may be revised to reflect district practice. Education Code 48929 mandates that the Board adopt policy describing the process to be used by the Board to consider and take action on the recommendation to transfer a student under this law, but does not prescribe any such process.

Note: Education Code 35146 provides that the Board must meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. See BB 9321 - Closed Session Purposes and Agendas.

The principal or designee shall submit to the Superintendent or designee a recommendation as to whether or not the student should be transferred. If the Superintendent or designee determines that a transfer would be in the best interest of the students involved, he/she shall submit such recommendation to the Board for approval.

The Board shall deliberate in closed session to maintain the confidentiality of student information, unless the parent/guardian or adult student submits a written request that the matter be addressed in open session and doing so would not violate the privacy rights of any other student. The Board's decision shall be final.

(cf. 9321 - Closed Session Purposes and Agendas)

The decision to transfer a student shall be subject to periodic review by the Superintendent or designee.

The Superintendent or designee shall annually notify parents/guardians of the district's policy authorizing the transfer of a student pursuant to Education Code 48929. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

## Other Involuntary Transfers

Students may be involuntarily transferred under either of the following circumstances:

Note: Item #1 below is for use by districts that maintain high schools. Education Code 48432 requires such districts to establish and maintain continuation education schools or classes whenever there are any students residing in the district who are subject to compulsory continuation education. Pursuant to Education Code 48432.5, districts that assign students to continuation schools are mandated to adopt rules and regulations governing procedures for involuntary transfer of students to continuation schools. See BP/AR 6184 - Continuation Education for language fulfilling this mandate.

1. If a high school student commits an act enumerated in Education Code 48900 or is habitually truant or irregular in school attendance, he/she may be transferred to a continuation school. (Education Code 48432.5)

(cf. 6184 - Continuation Education)

Note: Education Code 48660-48666 authorize districts to establish community day schools for expelled students, certain probation-referred students pursuant to Welfare and Institutions Code 300 or 602, and students referred by a school attendance review board or through another formal district process. Pursuant to Education Code 48662, districts establishing a community day school are mandated to adopt policy that provides procedures for the involuntary transfer of students to the school. See BP/AR 6185 - Community Day Schools for language fulfilling this mandate.

2. If a student is expelled from school for any reason, is probation-referred pursuant to Welfare and Institutions Code 300 or 602, or is referred by a school attendance review board or another formal district process, he/she may be transferred to a community day school. (Education Code 48662)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6185 - Community Day School)

### Legal Reference:

#### EDUCATION CODE

35146 Closed sessions; student matters

48430-48438 Continuation classes, especially:

48432.5 Involuntary transfer to continuation school

48660-48666 Community day schools, especially:

48662 Involuntary transfer to community day school

48900 Grounds for suspension and expulsion

48929 Transfer of student convicted of violent felony or misdemeanor

48980 Notice at beginning of term

#### PENAL CODE

667.5 Violent felony, definition

29805 Misdemeanors involving firearms

#### WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction

602 Minors violating laws defining crime; ward of court

Management Resources:

#### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

12/16

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>S</b>

**Meeting Date:** August 10, 2017

**Item Title:** First Reading to Adopt Revised Exhibit 5145.6: Parental Notifications

**Item Type:** Action

**BACKGROUND:**

This exhibit is being updated to reflect NEW LAWS adding parental notifications related to language acquisition programs (Proposition 58, 2016), involuntary transfer of a student convicted of a violent felony or firearms-related misdemeanor (SB 1343, 2016), enrollment priorities for homeless and foster youth in before/after school programs (AB 2615 2016). It also deletes notifications related to structured English immersion programs pursuant to Proposition 58, and updates legal citations and referenced CSBA sample policies/regulations.

**FISCAL IMPLICATIONS:**

There is no fiscal impact on the District.

**RECOMMENDATION:**

Adopt revised Exhibit.

**Submitted by:** Steve Doyle, Superintendent

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

**Students****E 5145.6(a)****PARENTAL NOTIFICATIONS****I. Annually**

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<b>Beginning of each school year</b>	<b>310</b>	<b>BP 6174 AR 6142.2</b>	<b>Information on district's language acquisition programs</b>
Beginning of each school year	17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district uses certain pesticides, integrated pest management plan
Annually by February 1	35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year	46010.1	BP 5113	Absence for confidential medical services
Beginning of each school year	48980	BP 6111	Schedule of minimum days <b>and student- free staff development days</b>
Beginning of each school year	48980, 231.5 5CCR 4917	AR 5145.7	<b>Copy of <del>S</del>exual harassment policy as related to students</b>
Beginning of each school year	48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	AR 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	48980, 46014	<del>BP 5113</del> AR 5113	Absence for religious exercises or purposes



## PARENTAL NOTIFICATIONS (continued)

I. Annually (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
Beginning of each school year	48980, 48205	<del>BP 5113,</del> AR 5113 <del>AR-BP</del> 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; <b>full text of Education Code 48205</b>
Beginning of each school year	48980, 48206.3, 48207, 48208	AR 6183	Availability of home/ hospital instruction for students with temporary disabilities
Beginning of each school year	48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	48980, 49471, 49472	BP 5143	Availability of insurance
Annually	49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	49063	AR 5125 AR 5125.3	Challenge, review and expunging of records
Beginning of each school year	49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information

## PARENTAL NOTIFICATIONS (continued)

I. Annually (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
Beginning of each school year	49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Free and reduced price meals
Beginning of each school year	51513; 20 USC 1232h	AR 5022, BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; <b>inspection rights and procedures</b>
Beginning of each school year	56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
<b>Beginning of each school year, if district receives Title I funds</b>	<b>20 USC 6312; 34 CFR 200.61</b>	<b>BP 4112.2, See AR 4222</b>	<b>Right to request information re: professional qualifications of child's teacher and paraprofessional</b>

**PARENTAL NOTIFICATIONS** (continued)**I. Annually** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 40 CFR 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

**II. At Specific Times During The Student's Academic Career**

Beginning in grade 7, at least once prior to course selection and career counseling	221.5, 48980	BP 6164.2	Course selection and career counseling
<b>Upon a student's enrollment</b>	<b>310</b>	<b>BP 6174 AR 6142.2</b>	<b>Information on the district's language acquisition programs</b>
When child first enrolls in a public school, if the school offers a fingerprinting program	32390, 48980	AR 5142.1	Fingerprinting Program
Upon registration, in K-6, if students have not previously been transported	39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
<b>Upon a student's enrollment</b>	<b>49063</b>	<b>AR 5125 AR 5125.3</b>	<b>Specified rights related to student records</b>
When students entering grade 7	49452.7	AR 5141.3	Specified information on type 2 diabetes
When in kindergarten, or first grade if not previously enrolled in public school	49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

**PARENTAL NOTIFICATIONS** (continued)**II. At Specific Times During The Student's Academic Career**  
(continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
Beginning of each school year for students in grades 7-12, <b>or at time of enrollment if after beginning of year</b>	51938, 48980	AR 6142.1	Sexual health and HIV prevention education; right to view A/V materials, <del>who's teaching</del> <b>whether taught by district staff or outside consultants,</b> right to request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests <b>or, if results not available in school year, within 20 working days of start of next school year</b>	60641, 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination

**III. When Special Circumstances Occur**

In the event of a breach of security of district records, <b>security of district records,</b> to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	262.3	AR 1312.3	Civil law remedies available to complainants
<del>When student has been placed in structured English immersion program</del>	<del>310-311, 5 CCR 11309</del>	<del>AR 6174</del>	<del>Student's placement in program, opportunity to apply for parental exception waiver, other rights of student relative to such placements</del>

## PARENTAL NOTIFICATIONS (continued)

III. When Special Circumstances Occur (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
When determining whether an English learner should be reclassified as fluent English proficient	313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English lanugage learners, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	440; 20 USC 7012	AR 6174	Reason for classification, level of English proficiency, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
At least 72 hours before use of pesticide product not included in annual list	17612	AR 3514.2	Intended use of pesticide product
When district has contracted for electronic products or services that disseminate advertising	35182.5	BP 3112	Advertising will be used in the classroom or learning center
At least six months before implementing a schoolwide uniform policy	35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	37616	BP 6117	Public hearing on year-round schedule

## PARENTAL NOTIFICATIONS (continued)

III. When Special Circumstances Occur (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
When interdistrict transfer is requested and not approved or denied within 30 days	46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	48213	AR 5112.2, BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified <del>a</del> -truant	48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference
When a truant is referred to a SARB or probation department	48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When a school is identified on the state's Open Enrollment List	48354; 5 CCR 4702	AR 5118	Student's option to transfer to another school

## PARENTAL NOTIFICATIONS (continued)

III. When Special Circumstances Occur (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
Within 60 days of receiving application for transfer out of open enrollment school	48357; 5 CCR 4702	AR 5118	Whether student's transfer application is accepted or rejected; reasons for rejection
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	48900.1	AR 5144.1	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	48904.3	AR 5125.2	Next school will continue withholding grades, diplomas or transcripts
When student is released to peace officer	48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, <del>premises</del> unless taken into custody as victim of suspected child abuse
At time of suspension	48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom

**PARENTAL NOTIFICATIONS** (continued)**III. When Special Circumstances Occur** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
Before holding a closed session re: suspension	48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	48916	AR 5144.1	Description of readmission procedures
At least 10 calendar days before expulsion hearing	48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
One month before the scheduled minimum day	48980	BP 6111	When minimum days are scheduled after the beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	49068	AR 5125	Right to receive copy of student's record and to challenge its content



## PARENTAL NOTIFICATIONS (continued)

III. When Special Circumstances Occur (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
When parent/guardian's challenge of student record is denied and parent/guardian appeals	49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours, of release of information to a judge or probation officer	49076	AR 5125	Release of student records to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Before any test/survey questioning personal beliefs	51513	AR 5022	Permission for test, survey questioning personal beliefs

**PARENTAL NOTIFICATIONS** (continued)**III. When Special Circumstances Occur** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
<del>Within</del> <b>At least</b> 14 days <del>of</del> <b>before</b> <b>HIV prevention or sexual health</b> instruction, if arrangement made for guest speaker after beginning of school year	51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Result of state test of English proficiency
When migrant education program is established	54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When district receives Tobacco- Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency; acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement

**PARENTAL NOTIFICATIONS** (continued)**III. When Special Circumstances Occur** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	<b>Policies re:</b> Excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	<b>Policies re:</b> Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	Ar 5148 Ar 5148.3	<b>Policies re:</b> Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	<b>Policies re:</b> Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	<b>Policies re:</b> Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation

## PARENTAL NOTIFICATIONS (continued)

III. When Special Circumstances Occur (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
For districts receiving Title I funds, when a child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.24	Timely notice to parent/guardian of child's assignment
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6316	AR 6020	Notice of Policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records

**PARENTAL NOTIFICATIONS** (continued)**III. When Special Circumstances Occur** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures

**IV. Special Education Notices**

Prior to conducting initial evaluation	56301,, 56321, 56321.5, 56321.6, 53629; 20 USC 1415 (d); 34 CFR 300.502, 300.503	BP 6159.1, AR 6159.1, AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	56321	AR 6159	Notification and consent
24 hours before IEP when district intending to record	56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent to attend IEP meeting	56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who <del>in</del> attendance will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c), 34 CFR 300.300, 300.503	AR 6159, AR 6159.1	Prior written notice

**PARENTAL NOTIFICATIONS** (continued)**IV. Special Education Notices** (continued)

<b>When to Notify</b>	<b>Education or Other Legal Code</b>	<b>Board Policy/ Administrative Regulation #</b>	<b>Subject</b>
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Child's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards

**V. Classroom Notices**

In each classroom in each school	35186	AR/E 1312.4	Complaint re: sufficiency of instructional materials, teacher vacancy and misassignment, and maintenance of facilities
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Exhibit  
Revised: September 10, 1998  
Revised: June 19, 2003  
Revised: October 20, 2005  
Revised: August 15, 2013 (BM)  
Revised: January 14, 2016 (BM)  
Revised: August 11, 2016 (BM)  
**Revised: August 10, 2017 (BM)**

**CASTIC UNION SCHOOL DISTRICT**  
Castaic, California

## CSBA Sample | E 5145.6 Students

**Parental Notifications**

Cautionary Notice: Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2016 (SB 826, Ch. 23, Statutes of 2016) extends the suspension of these requirements through the 2016-17 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures (UCP) as mandated by 5 CCR 4622.

Note: In addition to the notices required by law, there are other notices that districts are recommended to distribute. For example, AR 5145.3 - Nondiscrimination/Harassment includes an optional notice regarding the rights of transgender and gender-nonconforming students. Furthermore, although the California High School Exit Examination is suspended through the 2017-18 school year pursuant to Education Code 60851.5, and therefore the notice described in Education Code 60850 is not currently required, districts may choose to notify parents/guardians of the suspension of the exam and the possibility that it could subsequently be reinstated.

**I. Annually**

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 310

Board Policy/Administrative Regulation #: See BP 6174, See AR 6142.2

Subject: Information on the district's language acquisition programs

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 17611.5, 17612, 48980.3

Board Policy/Administrative Regulation #: See AR 3514.2

Subject: Use of pesticide product, active ingredients, Internet address to access information, and, if district uses certain pesticides, integrated pest management plan

When to Notify: Annually by February 1

Education or Other Legal Code: Education Code 35256, 35258

Board Policy/Administrative Regulation #: See BP 0510

Subject: School Accountability Report Card provided

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 35291, 48980

Board Policy/Administrative Regulation #: See AR 5144, See AR 5144.1

Subject: District and site discipline rules

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 46010.1

Board Policy/Administrative Regulation #: See AR 5113

Subject: Absence for confidential medical services

When to Notify: Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school

Education or Other Legal Code: Education Code 48929, 48980

Board Policy/Administrative Regulation #: See BP 5116.2

Subject: District policy authorizing transfer

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980

Board Policy/Administrative Regulation #: See BP 6111

Subject: Schedule of minimum days and student-free staff development days

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 231.5; 5 CCR 4917

Board Policy/Administrative Regulation #: See AR 5145.7

Subject: Copy of sexual harassment policy as related to students

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 32255-32255.6

Board Policy/Administrative Regulation #: See AR 5145.8

Subject: Right to refrain from harmful or destructive use of animals

When to Notify: Beginning of each school year



Education or Other Legal Code: Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361

Board Policy/Administrative Regulation #: See BP 5111.1, See AR 5116.1, See AR 5117

Subject: All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process

When to Notify: Beginning of each school year, if Board allows such absence

Education or Other Legal Code: Education Code 48980, 46014

Board Policy/Administrative Regulation #: See AR 5113

Subject: Absence for religious exercise or purposes

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 48205

Board Policy/Administrative Regulation #: See AR 5113, See BP 6154

Subject: Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 48206.3, 48207, 48208

Board Policy/Administrative Regulation #: See AR 6183

Subject: Availability of home/hospital instruction for students with temporary disabilities

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49403

Board Policy/Administrative Regulation #: See BP 5141.31

Subject: School immunization program

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49423, 49480

Board Policy/Administrative Regulation #: See AR 5141.21

Subject: Administration of prescribed medication

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49451; 20 USC 1232h

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Right to refuse consent to physical examination

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 48980, 49471, 49472

Board Policy/Administrative Regulation #: See BP 5143

Subject: Availability of insurance

When to Notify: Annually

Education or Other Legal Code: 49013; 5 CCR 4622

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Uniform complaint procedures, available appeals, civil law remedies

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49063

Board Policy/Administrative Regulation #: See AR 5125, See AR 5125.3

Subject: Challenge, review and expunging of records

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7

Board Policy/Administrative Regulation #: See AR 5125

Subject: Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37

Board Policy/Administrative Regulation #: See AR 5125.1

Subject: Release of directory information

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5

Board Policy/Administrative Regulation #: See AR 3553

Subject: Free and reduced price meals

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 51513, 20 USC 1232h

Board Policy/Administrative Regulation #: See AR 5022, See BP 6162.8

Subject: Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 56301

Board Policy/Administrative Regulation #: See BP 6164.4

Subject: Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment

When to Notify: Beginning of each school year

Education or Other Legal Code: Education Code 58501, 48980

Board Policy/Administrative Regulation #: See AR 6181

Subject: Alternative schools

When to Notify: Beginning of each school year

Education or Other Legal Code: Health and Safety Code 104855

Board Policy/Administrative Regulation #: See AR 5141.6

Subject: Availability of dental fluoride treatment; opportunity to accept or deny treatment

When/Whom to Notify: Annually

Education or Other Legal Code: 5 CCR 852; Education Code 60615

Board Policy/Administrative Regulation #: See AR 6162.51

Subject: Student's participation in state assessments; option to request exemption from testing

When to Notify: Beginning of each school year, if district receives Title I funds

Education or Other Legal Code: 20 USC 6312; 34 CFR 200.61

Board Policy/Administrative Regulation #: See BP 4112.2, See AR 4222

Subject: Right to request information re: professional qualifications of child's teacher and paraprofessional

When to Notify: Beginning of each school year

Education or Other Legal Code: 34 CFR 104.8, 106.9

Board Policy/Administrative Regulation #: See BP 0410, See BP 6178

Subject: Nondiscrimination

When to Notify: Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals

Education or Other Legal Code: 40 CFR 763.84, 40 CFR 763.93

Board Policy/Administrative Regulation #: See AR 3514

Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

## II. At Specific Times During the Student's Academic Career

When to Notify: Beginning in grade 7, at least once prior to course selection and career counseling

Education or Other Legal Code: Education Code 221.5; 48980

Board Policy/Administrative Regulation #: See BP 6164.2

Subject: Course selection and career counseling

When to Notify: Upon a student's enrollment

Education or Other Legal Code: Education Code 310

Board Policy/Administrative Regulation #: See BP 6174, See AR 6142.2

Subject: Information on the district's language acquisition programs

When to Notify: When child first enrolls in a public school, if the school offers a fingerprinting program

Education or Other Legal Code: Education Code 32390, 48980

Board Policy/Administrative Regulation #: See AR 5142.1

Subject: Fingerprinting program

When/Whom to Notify: When participating in driver training courses under the jurisdiction of the district

Education or Other Legal Code: Education Code 35211

Board Policy/Administrative Regulation #: None

Subject: Civil liability, insurance coverage

When to Notify: Upon registration in K-6, if students have not previously been transported

Education or Other Legal Code: Education Code 39831.5

Board Policy/Administrative Regulation #: See AR 3543

Subject: School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops

When to Notify: Beginning of each school year for high school students, if high school is open campus

Education or Other Legal Code: Education Code 44808.5, 48980

Board Policy/Administrative Regulation #: See AR 5112.5

Subject: Open campus

When to Notify: Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement

Education or Other Legal Code: Education Code 48980, 51225.3

Board Policy/Administrative Regulation #: See AR 6146.1

Subject: How each high school graduation requirement does or does not satisfy college entrance a-g course criteria; list of districts CTE courses that satisfy a-g criteria

When to Notify: Upon a student's enrollment

Education or Other Legal Code: Education Code 49063

Board Policy/Administrative Regulation #: See AR 5125, See AR 5125.3

Subject: Specified rights related to student records

When to Notify: When students enter grade 7

Education or Other Legal Code: Education Code 49452.7

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Specified information on type 2 diabetes

When to Notify: When in kindergarten, or first grade if not previously enrolled in public school

Education or Other Legal Code: Education Code 49452.8

Board Policy/Administrative Regulation #: See AR 5141.32

Subject: Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights

When to Notify: Beginning of each school year for students in grades 9-12

Education or Other Legal Code: Education Code 51229, 48980

Board Policy/Administrative Regulation #: See AR 6143

Subject: College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors

When to Notify: Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year

Education or Other Legal Code: Education Code 51938, 48980

Board Policy/Administrative Regulation #: See AR 6142.1

Subject: Sexual health and HIV prevention education; right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse

When to Notify: Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year

Education or Other Legal Code: Education Code 60641; 5 CCR 863

Board Policy/Administrative Regulation #: See AR 6162.51

Subject: Results of tests; test purpose, individual score and intended use

When/Whom to Notify: By October 15 for students in grade 12

Education or Other Legal Code: Education Code 69432.9

Board Policy/Administrative Regulation #: See AR 5121, See AR 5125

Subject: Forwarding of student's grade point average to Cal Grant program; timeline to opt out

When to Notify: When child is enrolled in kindergarten

Education or Other Legal Code: Health and Safety Code 124100, 124105

Board Policy/Administrative Regulation #: See AR 5141.32

Subject: Health screening examination

When to Notify: To students in grades 11-12, early enough to enable registration for fall test

Education or Other Legal Code: 5 CCR 11523

Board Policy/Administrative Regulation #: See AR 6146.2

Subject: Notice of proficiency examination provided under Education Code 48412

When to Notify: To secondary students, if district receives Title I funds

Education or Other Legal Code: 20 USC 7908

Board Policy/Administrative Regulation #: See AR 5125.1

Subject: Request that district not release name, address, phone number of child to military recruiters without prior written consent

### III. When Special Circumstances Occur

When to Notify: In the event of a breach of security of district records, security of district records,

Education or Other Legal Code: Civil Code 1798.29

Board Policy/Administrative Regulation #: See BP 3580

Subject: Types of records affected, date of breach, description of incident, contact information for credit reporting agencies

When to Notify: Upon receipt of a complaint alleging discrimination

Education or Other Legal Code: Education Code 262.3

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Civil law remedies available to complainants

When to Notify: When determining whether an English learner should be reclassified as fluent English proficient

Education or Other Legal Code: Education Code 313; 5 CCR 11303

Board Policy/Administrative Regulation #: See AR 6174

Subject: Description of reclassification process, opportunity for parent/guardian to participate

When to Notify: When Student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year

Education or Other Legal Code: Education Code 440; 20 USC 6312

Board Policy/Administrative Regulation #: See AR 6174

Subject: Reason for classification, level of English proficiency, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program

When to Notify: When homeless or foster youth applies for enrollment in before/after school program

Education or Other Legal Code: Education Code 8483

Board Policy/Administrative Regulation #: See AR 5148.2

Subject: Right to priority enrollment; how to request priority enrollment

When to Notify: Before high school student attends specialized secondary program on a university campus

Education or Other Legal Code: Education Code 17288

Board Policy/Administrative Regulation #: None

Subject: University campus buildings may not meet Education Code requirements for structural safety

When to Notify: At least 72 hours before use of pesticide product not included in annual list

Education or Other Legal Code: Education Code 17612

Board Policy/Administrative Regulation #: See AR 3514.2

Subject: Intended use of pesticide product

When to Notify: To members of athletic teams

Education or Other Legal Code: Education Code 32221.5

Board Policy/Administrative Regulation #: See AR 5143

Subject: Offer of insurance; no-cost and low-cost program options

When to Notify: If school has lost its WASC accreditation status

Education or Other Legal Code: Education Code 35178.4

Board Policy/Administrative Regulation #: See BP 6190

Subject: Loss of status, potential consequences

When/Whom to Notify: When district has contracted for electronic products or services that disseminate advertising

Education or Other Legal Code: Education Code 35182.5

Board Policy/Administrative Regulation #: See BP 3312

Subject: Advertising will be used in the classroom or learning center

When to Notify: At least six months before implementing a schoolwide uniform policy



Education or Other Legal Code: Education Code 35183

Board Policy/Administrative Regulation #: See AR 5132

Subject: Dress code policy requiring schoolwide uniform

When to Notify: Before implementing a year-round schedule

Education or Other Legal Code: Education Code 37616

Board Policy/Administrative Regulation #: See BP 6117

Subject: Public hearing on year-round schedule

When to Notify: When interdistrict transfer is requested and not approved or denied within 30 days

Education or Other Legal Code: Education Code 46601

Board Policy/Administrative Regulation #: See AR 5117

Subject: Appeal process

When to Notify: Before early entry to kindergarten, if offered

Education or Other Legal Code: Education Code 48000

Board Policy/Administrative Regulation #: See AR 5111

Subject: Effects, advantages and disadvantages of early entry

When to Notify: When student identified as being at risk of retention

Education or Other Legal Code: Education Code 48070.5

Board Policy/Administrative Regulation #: See AR 5123

Subject: Student at risk of retention

When to Notify: When student excluded due to quarantine, contagious or infectious disease, danger to safety or health

Education or Other Legal Code: Education Code 48213

Board Policy/Administrative Regulation #: See AR 5112.2, See BP 5141.33

Subject: Student has been excluded from school

When to Notify: Before already admitted student is excluded for lack of immunization

Education or Other Legal Code: Education Code 48216; 17 CCR 6040

Board Policy/Administrative Regulation #: See AR 5141.31

Subject: Need to submit evidence of immunization or exemption within 10 school days; referral to medical care

When to Notify: When a student is classified as truant

Education or Other Legal Code: Education Code 48260.5, 48262

Board Policy/Administrative Regulation #: See AR 5113.1

Subject: Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

When to Notify: When a truant is referred to a SARB or probation department

Education or Other Legal Code: Education Code 48263

Board Policy/Administrative Regulation #: See AR 5113.1

Subject: Name and address of SARB or probation department and reason for referral

When to Notify: When a school is identified on the state's Open Enrollment List

Education or Other Legal Code: Education Code 48354; 5 CCR 4702

Board Policy/Administrative Regulation #: See AR 5118

Subject: Student's option to transfer to another school

When to Notify: Within 60 days of receiving application for transfer out of open enrollment school

Education or Other Legal Code: Education Code 48357; 5 CCR 4702

Board Policy/Administrative Regulation #: See AR 5118

Subject: Whether student's transfer application is accepted or rejected; reasons for rejection

When/Whom to Notify: When student requests to voluntarily transfer to continuation school

Education or Other Legal Code: Education Code 48432.3

Board Policy/Administrative Regulation #: See AR 6184

Subject: Copy of district policy and regulation on continuation education

When to Notify: Prior to involuntary transfer to continuation school

Education or Other Legal Code: Education Code 48432.5

Board Policy/Administrative Regulation #: See AR 6184

Subject: Right to require meeting prior to involuntary transfer to continuation school

When/Whom to Notify: To person holding educational rights, prior to recommending placement of foster youth outside school of origin

Education or Other Legal Code: Education Code 48853.5

Board Policy/Administrative Regulation #: See AR 6173.1

Subject: Basis for the placement recommendation

When to Notify: When student is removed from class and teacher requires parental attendance at school

Education or Other Legal Code: Education Code 48900.1

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Parental attendance required; timeline for attendance

When to Notify: Prior to withholding grades, diplomas, or transcripts

Education or Other Legal Code: Education Code 48904

Board Policy/Administrative Regulation #: See AR 5125.2

Subject: Damaged school property

When to Notify: When withholding grades, diplomas or transcripts from transferring student

Education or Other Legal Code: Education Code 48904.3

Board Policy/Administrative Regulation #: See AR 5125.2

Subject: Next school will continue withholding grades, diplomas or transcripts

When to Notify: When student is released to peace officer

Education or Other Legal Code: Education Code 48906

Board Policy/Administrative Regulation #: See BP 5145.11

Subject: Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse

When to Notify: At time of suspension

Education or Other Legal Code: Education Code 48911

Board Policy/Administrative Regulation #: See BP 5144.1, See AR 5144.1

Subject: Notice of suspension

When to Notify: When original period of suspension is extended

Education or Other Legal Code: Education Code 48911

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Extension of suspension

When to Notify: At the time a student is assigned to a supervised suspension classroom

Education or Other Legal Code: Education Code 48911.1

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: The student's assignment to a supervised suspension classroom

When to Notify: Before holding a closed session re: suspension

Education or Other Legal Code: Education Code 48912

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Intent to hold a closed session re: suspension

When to Notify: When student expelled from another district for certain acts seeks admission

Education or Other Legal Code: Education Code 48915.1, 48918

Board Policy/Administrative Regulation #: See BP 5119

Subject: Hearing re: possible danger presented by expelled student

When to Notify: When readmission is denied

Education or Other Legal Code: Education Code 48916

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Reasons for denial; determination of assigned program

When to Notify: When expulsion occurs

Education or Other Legal Code: Education Code 48916

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Description of readmission procedures

When to Notify: At least 10 calendar days before expulsion hearing

Education or Other Legal Code: Education Code 48918

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Notice of expulsion hearing

When to Notify: When expulsion or suspension of expulsion occurs

Education or Other Legal Code: Education Code 48918

Board Policy/Administrative Regulation #: See AR 5144.1

Subject: Decision to expel; right to appeal to county board; obligation to inform new district of status

When to Notify: Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school

Education or Other Legal Code: Education Code 48929, 48980

Board Policy/Administrative Regulation #: See BP 5116.2

Subject: Right to request a meeting with principal or designee

When to Notify: One month before the scheduled minimum day

Education or Other Legal Code: Education Code 48980

Board Policy/Administrative Regulation #: See BP 6111

Subject: When minimum days are scheduled after the beginning of the school year

When to Notify: When parents/guardians request guidelines for filing complaint of child abuse at a school site

Education or Other Legal Code: Education Code 48987

Board Policy/Administrative Regulation #: See AR 5141.4

Subject: Guidelines for filing complaint of child abuse at a school site with local child protective agencies

When to Notify: When student in danger of failing a course

Education or Other Legal Code: Education Code 49067

Board Policy/Administrative Regulation #: See AR 5121

Subject: Student in danger of failing a course

When to Notify: When student transfers from another district or private school

Education or Other Legal Code: Education Code 49068

Board Policy/Administrative Regulation #: See AR 5125

Subject: Right to receive copy of student's record and to challenge its content

When to Notify: When parent/guardian's challenge of student record is denied and parent/guardian appeals

Education or Other Legal Code: Education Code 49070

Board Policy/Administrative Regulation #: See AR 5125.3

Subject: If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection

When/Whom to Notify: When district is considering program to gather safety-related information from students' social media activity

Education or Other Legal Code: Education Code 49073.6

Board Policy/Administrative Regulation #: See BP 5125

Subject: Opportunity for input on proposed program

When/Whom to Notify: When district adopts program to gather information from students' social media activity, and annually thereafter

Education or Other Legal Code: Education Code 49073.6

Board Policy/Administrative Regulation #: See AR 5125

Subject: Information is being gathered, access to records, process for removal or corrections, destruction of records

When to Notify: Within 24 hours of release of information to a judge or probation officer

Education or Other Legal Code: Education Code 49076

Board Policy/Administrative Regulation #: See AR 5125

Subject: Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition

When to Notify: Before release of information pursuant to court order or subpoena

Education or Other Legal Code: Education Code 49077

Board Policy/Administrative Regulation #: See AR 5125

Subject: Release of information pursuant to court order or subpoena

When to Notify: When screening results in suspicion that student has scoliosis

Education or Other Legal Code: Education Code 49452.5

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Scoliosis screening

When to Notify: When test results in discovery of visual or hearing defects

Education or Other Legal Code: Education Code 49456; 17 CCR 2951

Board Policy/Administrative Regulation #: See AR 5141.3

Subject: Vision or hearing test results

When to Notify: Annually to parents/guardians of student athletes before their first practice or competition

Education or Other Legal Code: Education Code 49475

Board Policy/Administrative Regulation #: See AR 6145.2

Subject: Information on concussions and head injuries

When/Whom to Notify: To person holding educational rights, within 30 days of foster youth, homeless youth, or former juvenile court school student being transferred between high schools

Education or Other Legal Code: Educational Code 51225.1

Board Policy/Administrative Regulation #: See BP 6146.1, See AR 6173, See AR 6173.1, See AR 6173.3

Subject: Exemption from local graduation requirements, effect on college admission, option for fifth year of high school

When to Notify: Before any test/survey questioning personal beliefs

Education or Other Legal Code: Education Code 51513

Board Policy/Administrative Regulation #: See AR 5022

Subject: Permission for test, survey questioning personal beliefs

When to Notify: At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year

Education or Other Legal Code: Education Code 51938

Board Policy/Administrative Regulation #: See AR 6142.1

Subject: Instruction in HIV prevention or sexual health by guest speaker or outside consultant

When to Notify: Prior to administering survey regarding health risks and behaviors to students in 7-12

Education or Other Legal Code: Education Code 51938

Board Policy/Administrative Regulation #: See AR 5022

Subject: Notice that the survey will be administered

When to Notify: Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency

Education or Other Legal Code: Education Code 52164.1, 52164.3; 5 CCR 11511.5

Board Policy/Administrative Regulation #: See AR 6174

Subject: Results of state test of English proficiency

When to Notify: When migrant education program is established

Education or Other Legal Code: Education Code 54444.2

Board Policy/Administrative Regulation #: See BP 6175, See AR 6175

Subject: Parent advisory council membership composition

When to Notify: When child participates in licensed child care and development program

Education or Other Legal Code: Health and Safety Code 1596.857

Board Policy/Administrative Regulation #: See AR 5148

Subject: Parent/guardian right to enter facility

When/Whom to Notify: When district receives Tobacco-Use Prevention Education Funds

Education or Other Legal Code: Health and Safety Code 104420

Board Policy/Administrative Regulation #: See AR 3513.3

Subject: The district's tobacco-free schools policy and enforcement procedures

When to Notify: When sharing student immunization information with an immunization system

Education or Other Legal Code: Health and Safety Code 120440

Board Policy/Administrative Regulation #: See AR 5125

Subject: Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share

When/Whom to Notify: At least 14 days prior to sex offender coming on campus as volunteer

Education or Other Legal Code: Penal Code 626.81

Board Policy/Administrative Regulation #: See AR 1240, See BP 1250

Subject: Dates and times permission granted; obtaining information from law enforcement



When to Notify: When hearing is requested by person asked to leave school premises

Education or Other Legal Code: Penal Code 627.5

Board Policy/Administrative Regulation #: See AR 3515.2

Subject: Notice of hearing

When/Whom to Notify: When responding to complaint re: discrimination, special education, or noncompliance with law

Education or Other Legal Code: 5 CCR 4631

Board Policy/Administrative Regulation #: See AR 1312.3

Subject: Findings, disposition of complaint, any corrective actions, appeal rights and procedures

When to Notify: When child participates in licensed child care and development program

Education or Other Legal Code: 5 CCR 18066

Board Policy/Administrative Regulation #: See AR 5148

Subject: Policies re: excused and unexcused absences

When to Notify: Within 30 days of application for subsidized child care or preschool services

Education or Other Legal Code: 5 CCR 18094, 18118

Board Policy/Administrative Regulation #: See AR 5148, See AR 5148.3

Subject: Policies re: Approval or denial of services

When to Notify: Upon recertification or update of application for child care or preschool services

Education or Other Legal Code: 5 CCR 18095, 18119

Board Policy/Administrative Regulation #: See AR 5148, See AR 5148.3

Subject: Policies re: Any change in service, such as in fees, amount of service, termination of service

When to Notify: Upon child's enrollment in child care program

Education or Other Legal Code: 5 CCR 18114

Board Policy/Administrative Regulation #: See AR 5148

Subject: Policies re: Policy on fee collection

When to Notify: When payment of child care fees is seven days late

Education or Other Legal Code: 5 CCR 18114

Board Policy/Administrative Regulation #: See AR 5148

Subject: Policies re: Notice of delinquent fees

When to Notify: When district substantively changes policy on student privacy rights

Education or Other Legal Code: 20 USC 1232h

Board Policy/Administrative Regulation #: See AR 5022

Subject: Notice of any substantive change in policy or regulation

When to Notify: For districts receiving Title I funds, when a child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught

Education or Other Legal Code: 20 USC 6312

Board Policy/Administrative Regulation #: See AR 4112.24

Subject: Timely notice to parent/guardian of child's assignment

When to Notify: For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners

Education or Other Legal Code: 20 USC 6312

Board Policy/Administrative Regulation #: See AR 6174

Subject: Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

When to Notify: For schools receiving Title I funds, upon development of parent involvement policy

Education or Other Legal Code: 20 USC 6316

Board Policy/Administrative Regulation #: See AR 6020

Subject: Notice of policy

When to Notify: When household is selected for verification of eligibility for free or reduced-price meals

Education or Other Legal Code: 42 USC 1758; 7 CFR 245.6a

Board Policy/Administrative Regulation #: See AR 3553

Subject: Need to submit verification information; any subsequent change in benefits; appeals

When/Whom to Notify: When student is homeless or unaccompanied minor

Education or Other Legal Code: 42 USC 11432; Education Code 48852.5

Board Policy/Administrative Regulation #: See AR 6173

Subject: Educational and related opportunities; transportation services; placement decision and right to appeal

When to Notify: When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30

Education or Other Legal Code: 34 CFR 99.34

Board Policy/Administrative Regulation #: See AR 5125

Subject: Right to review records

When to Notify: When district receives federal funding assistance for nutrition program

Education or Other Legal Code: USDA FNS Instruction 113-1

Board Policy/Administrative Regulation #: See BP 3555

Subject: Rights and responsibilities, nondiscrimination policy, complaint procedures

#### IV. Special Education Notices

When to Notify: Prior to conducting initial evaluation

Education or Other Legal Code: Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415 (d); 34 CFR 300.502, 300.503

Board Policy/Administrative Regulation #: See BP 6159.1, See AR 6159.1, See AR 6164.4

Subject: Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards

When/Whom to Notify: Before functional behavioral assessment begins

Education or Other Legal Code: Education Code 56321

Board Policy/Administrative Regulation #: See AR 6159

Subject: Notification and consent

When to Notify: 24 hours before IEP when district intending to record

Education or Other Legal Code: Education Code 56341.1

Board Policy/Administrative Regulation #: See AR 6159

Subject: Intention to audio-record IEP meeting

When to Notify: Early enough to ensure opportunity for parent to attend IEP meeting

Education or Other Legal Code: Education Code 56341.5; 34 CFR 300.322

Board Policy/Administrative Regulation #: See AR 6159

Subject: Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate

When to Notify: When parent/guardian orally requests review of IEP

Education or Other Legal Code: Education Code 56343.5

Board Policy/Administrative Regulation #: See AR 6159

Subject: Need for written request

When to Notify: Within one school day of emergency intervention or serious property damage

Education or Other Legal Code: Education Code 56521.1

Board Policy/Administrative Regulation #: See AR 6159.4

Subject: Emergency intervention

When to Notify: Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services

Education or Other Legal Code: 20 USC 1415(c); 34 CFR 300.300, 300.503

Board Policy/Administrative Regulation #: See AR 6159, See AR 6159.1

Subject: Prior written notice

When/Whom to Notify: Upon filing of state complaint

Education or Other Legal Code: 20 USC 1415(d), 34 CFR 300.504

Board Policy/Administrative Regulation #: See AR 6159.1

Subject: Procedural safeguards notice

When/Whom to Notify: When disciplinary measures are taken or change in placement

Education or Other Legal Code: 20 USC 1415(k); 34 CFR 300.530

Board Policy/Administrative Regulation #: See AR 5144.2

Subject: Decision and procedural safeguards notice

When to Notify: Upon requesting a due process hearing

Education or Other Legal Code: 20 USC 1415(k); 34 CFR 300.508

Board Policy/Administrative Regulation #: See AR 6159.1

Subject: Child's name, address, school, description of problem, proposed resolution

When to Notify: Eligibility for services under Section 504

Education or Other Legal Code: 34 CFR 104.32, 104.36

Board Policy/Administrative Regulation #: See AR 6164.6

Subject: District responsibilities, district actions, procedural safeguards

#### V. Classroom Notices

When to Notify: In each classroom in each school

Education or Other Legal Code: Education Code 35186

Board Policy/Administrative Regulation #: See AR/E 1312.4

Subject: Complaints re: sufficiency of instructional materials, teacher vacancy and misassignment, maintenance of facilities, right of students who did not pass the exit exam to receive intensive instruction after grade 12

(4/15 5/16) 3/17

<b>CASTAIC UNION SCHOOL DISTRICT</b>	<b>EXHIBIT</b>
<b>BOARD AGENDA ITEM</b>	<b>T</b>

**Meeting Date:** August 10, 2017

**Item Title:** 5-Year Agreement between CUSD and Los Angeles County Sheriff's Department for Supplemental Law Enforcement Services

**Item Type:** Information

**BACKGROUND:**

This agreement authorizes the Sheriff's Department to provide as-needed supplemental law enforcement services during regular or extracurricular school functions at or near school campuses within our district.

**FISCAL IMPLICATIONS:**

The hourly billing rates in the contract reflect the cost of such service as determined by the Auditor-Controller of the County of Los Angeles for fiscal year 2017-2018.

**RECOMMENDATION:**

Approve item as submitted.

**Submitted by:** Charmin Ortega, Executive Assistant to the Superintendent

**Approved for Submission to Board of Trustees:** Steve Doyle, Superintendent

Good afternoon Sir/Ma'am,

My name is Sergeant Rudy Sanchez. I work for the Los Angeles County Sheriff's Department, assigned to the Contract Law Enforcement Bureau.

I have enclosed the School Supplemental Law Enforcement Services Agreement for Special Events. This Board of Supervisors approved contract allows the Sheriff's Department to enter into a contract with your school district to provide services for special events such as high school sporting events, dances and graduations. Your current contract on file expired June 30, 2017. The enclosed contract is a five-year term valid through June 30, 2022.

There are two originals enclosed for signature by your authorized district representative. The following pages require your attention:

Page 9 – Section 14.0 Notices

Page 11 – Signature and Date (Please PRINT Name and Title beneath signature)

Page 12 – Signature and Date

Once signatures have been obtained on both originals, please return both signed originals to the Sheriff's Department. The sheriff will sign both originals as well. After the originals have all signatures, I will process the Agreement. I will then return a wet original to your district for your records. If only one original is returned to Contract Law, we will maintain the original and a copy will be provided to the district.

Please mail the signed originals to:

Los Angeles County Sheriff's Department

Contract Law Enforcement Bureau

211 West Temple Street, 7<sup>th</sup> Floor

Los Angeles, CA 90012

Attn: Sergeant Rudy Sanchez

Please feel free to contact me if I can be of any assistance.

Respectfully,

Rudy Sanchez, Sergeant

Contract Law Enforcement Bureau

Office: 213-229-1634

Email: [rpsanche@lasd.org](mailto:rpsanche@lasd.org)



County of Los Angeles  
**SHERIFF'S DEPARTMENT**  
Jim McDonnell, Sheriff

**RUDY SANCHEZ**  
SERGEANT

Contract Law Enforcement Bureau  
211 W. Temple Street, 7th Floor  
Los Angeles, CA 90012  
W: (213) 229-1634  
F: (323) 415-1192  
E-mail: [rpsanche@lasd.org](mailto:rpsanche@lasd.org)

[www.LASD.org](http://www.LASD.org)

*A Tradition of Service  
Since 1850*

**SCHOOL SUPPLEMENTAL  
LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SPECIAL EVENTS  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CASTAIC UNION SCHOOL DISTRICT**

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**SCHOOL SUPPLEMENTAL  
LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SPECIAL EVENTS  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CASTAIC UNION SCHOOL DISTRICT**

This School Supplemental Law Enforcement Services Agreement for Special Events ("Agreement") is made and entered into this 1st day of July, 2017, by and between the County of Los Angeles ("County") and the CASTAIC UNION SCHOOL DISTRICT ("School").

**RECITALS**

- (a) Whereas, the School is desirous of contracting with the County for the performance of as-needed supplemental law enforcement services for special events by the Los Angeles County Sheriff's Department ("Sheriff's Department") to assist in providing safety, security, and order on or near school sites at regular or extracurricular school functions commensurate with the substantial problems and unusual needs presented by each function, including inter-scholastic athletic events, dances, and other school activities; and
- (b) Whereas, for the purpose of preserving public safety, the County is agreeable to rendering such services to the School, in excess of the basic level of services customarily provided by the Sheriff's Department, if any, on the terms and conditions set forth in this Agreement; and
- (c) Whereas, this Agreement is authorized by Section 56 3/4 of the Charter of the County of Los Angeles, California Government Code sections 53060 and 53069.8, and/or California Education Code section 35160.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereby agree as follows:

**1.0 SCOPE OF SERVICES**

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide as-needed supplemental law enforcement services to the School during regular

and extracurricular school functions on or near the school sites to the extent and in the manner set forth in this Agreement and according to plans for safety and security developed and approved by the Sheriff of the County of Los Angeles or his authorized representative(s), and the school principal(s) or other authorized representative(s) of the School requesting such supplemental law enforcement services.

- 1.2 To request for supplemental law enforcement services under this Agreement, the School shall contact the local Sheriff's Station Operations personnel or such other personnel designated by the Sheriff's Department.
- 1.3 In response to a request for supplemental law enforcement services by the School, the parties shall develop an agreed upon plan for safety and security which shall include, but shall not be limited to, date(s) of service, hours of operation, number of personnel to be provided by County for a particular school function, classification of personnel, and specific duties of personnel, if any. All such plans for safety and security shall be incorporated herein by this reference.
- 1.4 Except as otherwise specifically set forth in this Agreement, such supplemental law enforcement services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff of the County of Los Angeles under the Charter of the County and the statutes of the State of California.
- 1.5 The supplemental law enforcement services contemplated herein shall not reduce the normal and regular ongoing law enforcement services, if any, that the County would otherwise provide to School under a School Law Enforcement Services Agreement for School Resource Deputy Program.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the School shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the School.
- 2.3 With regard to sections 2.1 and 2.2 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 Notwithstanding any other provision of this Agreement, the Sheriff may, at any time, cancel the provision of supplemental law enforcement services for any school function if the Sheriff concludes that the Sheriff has insufficient available personnel to perform both the supplemental law enforcement services requested by the School and the Sheriff's other duties as required by law. In such cases, the Department shall provide notice to the School as soon as reasonably practical.
- 2.5 All School employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the School and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No School employees shall become employees of the County.
- 2.6 The School shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said School. Except as herein otherwise specified, the School shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the School.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 DEPLOYMENT OF PERSONNEL**

- 3.1 As requested by the School, supplemental law enforcement services under this Agreement may be performed by deputy personnel and/or supervisory personnel.
- 3.2 As requested by the School, the Sheriff's Department shall provide personnel, if available, to perform services under this Agreement as set forth in the agreed upon plan for safety and security per Section 1.3 of this Agreement.

### **4.0 PERFORMANCE OF AGREEMENT**

- 4.1 For the purpose of performing the requested supplemental law enforcement services, County shall furnish and supply all labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of supplemental law enforcement services to be rendered under this Agreement.
- 4.2 Notwithstanding the foregoing, the School may provide additional resources for the County to utilize in performance of the supplemental law enforcement services.
- 4.3 When and if both parties to this Agreement mutually as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the School or at School schools which would not normally be provided by the Sheriff, the School shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, electricity, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said School, such local office or building may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the School, provided, however, that the performance of such outside duties shall not be at any additional cost to the School.
- 4.5 It is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said School, the same shall be supplied by the School at its own cost and expense.

## **5.0 INDEMNIFICATION**

- 5.1 The School shall indemnify, defend, and hold harmless the County, its Special Schools, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the School's acts and/or omissions arising from and/or relating to this Agreement.
- 5.2 The County shall indemnify, defend, and hold harmless the School, its Special Schools, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.
- 5.3 Without limiting the School's indemnification of the County, the County shall provide and maintain a program of liability insurance, which includes comprehensive general liability and comprehensive auto liability coverage, a program of self-insurance, or any combination thereof, at County's sole option and discretion, to satisfy the County's indemnity obligations under this Agreement.

## **6.0 TERM OF AGREEMENT**

The term of this Agreement shall commence July 1, 2017, and shall terminate June 30, 2022, unless sooner terminated or extended in whole or in part as provided for herein.

## **7.0 RIGHT OF TERMINATION**

- 7.1 This Agreement may be terminated by either party at any time, with or without cause, by providing ten (10) calendar days advance written notice to the other party.
- 7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party

shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

## **8.0 BILLING RATES**

- 8.1 For and in consideration of the rendition of the supplemental law enforcement services to be performed by the County for the School under this Agreement, the School shall pay the County for said services provided by County under the terms of this Agreement at the appropriate and prevailing overtime hourly billing rates set forth on Exhibit A, School Supplemental Law Enforcement Services Form SH-AD 575, as established by the County Auditor-Controller.
- 8.2 The overtime hourly billing rates set forth on Exhibit A, School Supplemental Law Enforcement Services Form SH-AD 575, shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service. In such case, the annual rate readjustment shall be attached to this Agreement as an Amendment consistent with Section 10.0, Amendments, of this Agreement to reflect the change in overtime hourly billing rates each fiscal year.
- 8.3 The overtime hourly billing rates for classifications of personnel requested by the School and not otherwise set forth on Exhibit A, School Supplemental Law Enforcement Form SH-AD 575, shall be determined by the County Auditor-Controller in accordance with its policies and procedures.

## **9.0 PAYMENT PROCEDURES**

- 9.1 The County, through the Sheriff, shall render to the School a summarized invoice which covers all services performed during said month, and the School shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 9.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon.
- 9.3 In the event of any disputed amounts, the School shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall

memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

9.4 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Section 9.2 and Section 9.3 above.

9.5 Notwithstanding the provisions of California Government Code section 907, if payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after date of the invoice or the date of memorialized resolution, then the County may satisfy such indebtedness, including interest thereon, from any funds of the School on deposit with the County without giving further notice to the School of the County's intention to do so.

#### **10.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County Board of Supervisors and the School. Notwithstanding, the Sheriff or his designee shall be authorized to execute, on behalf of the County, all plans for safety and security and those Amendments and/or supplemental agreements referenced in Sections 8.2 and 9.3 of this Agreement.

#### **11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

#### **12.0 AUTHORIZATION WARRANTY**

The School represents and warrants that the person executing this Agreement for the School is an authorized agent who has actual authority to bind the School to each and every term, condition, and obligation of this Agreement and that all requirements of the School have been fulfilled to provide such actual authority.

### 13.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

### 14.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Captain Andrew H. Rosso  
211 W. Temple St., 7<sup>th</sup> Floor  
Los Angeles, California 90012

Notices to the School shall be addressed as follows:

Castaic Union School District  
28131 Livingston Ave.  
Valencia, CA 91355  
ATTN: Steve Doyle

### 15.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.



#### **16.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

#### **17.0 ENTIRE AGREEMENT**

This Agreement, including Exhibit A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 10.0, Amendments, of this Agreement and signed by both parties.

**SCHOOL SUPPLEMENTAL  
LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SPECIAL EVENTS  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CASTAIC UNION SCHOOL DISTRICT**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of Los Angeles County, and the School has caused this Agreement to be executed on its behalf by its duly authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jim McDonnell, Sheriff

Date \_\_\_\_\_

CASTAIC UNION SCHOOL DISTRICT

By Steve P. Doyle  
Name, Title Steve Doyle, Superintendent

Date 7/20/17

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

## LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SCHOOL SUPPLEMENTAL LAW ENFORCEMENT SERVICES  
FORM SH-AD 575

SCHOOL: CASTAIC UNION SCHOOL DISTRICT

FISCAL YEAR: 2017- 2018EFFECTIVE DATE: July 1, 2017ClassificationOvertime Hourly Billing Rate

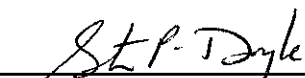
Sergeant	\$115.70
Deputy Bonus I	\$95.40
Deputy Generalist	\$87.83

Rates include 3% Liability

PREPARED BY: Sgt. Rudy Sanchez

DATE: 7/1/17

APPROVED BY:



DATE: 7/20/17

SCHOOL REPRESENTATIVE: "I certify that I am authorized to execute this Exhibit A on behalf of the SCHOOL."