

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Regular Meeting**

**NOVEMBER 15, 2012  
Ridgecrest City Council Chambers  
100 West California Avenue  
[www.ssusd.org](http://www.ssusd.org)**

*We, the members of the Board of Education of the Sierra Sands Unified School District, are committed to providing the highest quality education in a safe environment to all K-12 students. We believe the school shares with the family, church, and community the responsibility for developing life-long learners who are responsible, productive citizens.*

**A G E N D A**

**CALL TO ORDER AND PLEDGE TO THE FLAG**

**7:00 P.M.**

Amy Covert  
Judy Dietrichson  
Bill Farris, Vice President/Clerk  
Tim Johnson, President  
Tom Pearl  
Kurt Rockwell  
Michael Scott  
Student Member, Sean Anderson

Joanna Rummer, Superintendent

**MOMENT OF SILENCE**

**1. ADOPTION OF AGENDA**

*Welcome to a meeting of the Board of Education. Because we believe you share our concern for the education of the youth of our community, we appreciate and welcome your participation. Copies of the agenda, along with a procedural handout, are available on the wall at the back of the room to assist with your participation in the meeting.*

**2. APPROVAL OF MINUTES of the regular and special meetings of October 25, 2012.**

**3. PROGRAMS AND PRESENTATIONS**

- Richmond Elementary School – WINN Program - **What I Need Now** is the backbone of the Professional Learning Community concept at Richmond Elementary School. Creative scheduling, short formative assessments aligned to learning standards, and weekly grade level collaboration time are all part of our WINN program.

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Enrollment Report
- Pierce Electrical Outage
- ACSA Conference

5.4 Communications from the public

*The board will provide time during the discussion of each agenda item for members of the public to comment. At this time, members of the public may address the board on an item not on the agenda. Comments should relate to items of public interest within the board's jurisdiction. The law prohibits the board from taking action on items not on the agenda. If appropriate, your comments will be referred to staff for response. When addressing the board, please state your name and address at the podium and limit your remarks to three minutes. In accordance with the board bylaws, the board will limit the total time for public input to 30 minutes. Those wishing to address the board beyond the 30-minute time limit may do so at the end of the scheduled meeting agenda.*

6. EDUCATIONAL ADMINISTRATION

6.1 Approval of Contracts with Supplemental Educational Service Providers

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

Employment, resignation, retirement, leave of absence, change of status, termination

8.2 Classified

Employment, resignation, retirement, leave of absence, change of status, termination

8.3 Approval of Early Retirement Notification Incentive for 2012-13

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

9.2 Authorization for Board Member Travel

9.3 Nominations for Representatives to the California School Boards Association (CSBA)

9.4 Designation of Date and Time of the Organizational Meeting of the Board

9.5 Approval to Submit a Request for Allowance of Attendance for Pierce Elementary School in the Sierra Sands Unified School District Because of Emergency Conditions Due to Power Outage

10. CONSTRUCTION ADMINISTRATION

11. BUSINESS ADMINISTRATION

- 11.1 Affirmation by the Sierra Sands Unified School District Board of Education Regarding the Practice of Utilizing CMAS and WSCA as it's first choice in Purchasing.

12. CONSENT CALENDAR

- 12.1 Approval of A & B Warrants  
12.2. Report to the Board on Solid Waste Hauling Services  
12.3 Approval of Recommendation of Administrative Hearing Panel Regarding Enrollment Request from a Student Expelled from Another District, Case #D02 1213  
12.4 Approval of Recommendation of Expulsion, Expulsion Case #09 1213.

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be December 20, 2012.

*Any materials required by law to be made available to the public prior to a meeting of the Board of Education of the Sierra Sands Unified School District can be inspected during normal business hours at the district office located at 113 Felspar, Ridgecrest, CA. These materials can also be viewed on the district's internet website at [www.ssusd.org](http://www.ssusd.org).*

*Note: Individuals who require special accommodation, including but not limited to an American sign language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's Office at least two days before the meeting date.*

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: October 25, 2012  
TIME OF MEETING: 6:45 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers, 100 W. California Ave.  
MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott  
STAFF PRESENT: Joanna Rummer, Superintendent

ADOPTION OF AGENDA

2. CLOSED SESSION

2.1 Public Employee Discipline/Dismissal/Release

President Johnson reported that no action was taken in closed session.

3. ADJOURNMENT was at 6:55 p.m.

THE BOARD OF EDUCATION

---

William Farris, Vice President/Clerk

---

Joanna Rummer, Secretary to Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: October 25, 2012

TIME OF MEETING: 7:00 p.m.

PLACE OF MEETING: Ridgecrest City Council Chambers

MEMBERS PRESENT: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott

MEMBERS ABSENT: None

STAFF PRESENT: Joanna Rummer, Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by student member Sean Anderson

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted with the following changes: Move Item 5.4 Public Comment after Item 2 and the Inyo-Kern Schools Financing Authority agenda will be heard after Item 9.3 on the Sierra Sands agenda. The superintendent also asked that the board delete item 9.3 on the agenda.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the regular and special meetings of September 13, 2012 and the special meeting of October 15, 2012 were adopted by consensus as written.

The board heard item 5.4 at this time.

5.4 Comments from the public on items not on the agenda

Joshua Woods and Brian Rohrlick from the Youth Advisory Council shared with the board the events the Youth Advisory Council is participating in and also wanted to encourage the community to be involved and participate in these events. Two past events they assisted with were the Veterans Stand Down and the Houchin Blood Bank. Currently they are planning the Toys for Tots collection drive which will include drop-off locations at our schools as well as businesses around town.

### 3. PROGRAMS AND PRESENTATIONS

- Faller Suns Soar: Faller Elementary School will share their best practices including Interventions, Professional Learning Communities and Student Motivation/Recognition.

Principal, Melissa Christman and staff presented Faller's best practices which they have implemented to help students achieve. Included were interventions, professional learning communities, and motivation/recognition programs. Faller staff related the success of these best practices to the results achieved by increasing their test scores from 815 to 845 and meeting all 17 AYP criteria. Faller students who received 100 % on either ELA or Math or both were introduced and proudly displayed their trophies. Congratulations to Faller principal, staff, students, and parents on their accomplishments!

### 4. PUBLIC HEARING

### 5. REPORTS AND COMMUNICATIONS

#### 5.1 Student Member's Report

Sean Anderson, student member reported the following information:

Mesquite reported the Boys & Girls Club is working with Mesquite students to volunteer in their program. Students will host a scary movie night on Friday and will have their annual Halloween Party on October 31, 2012.

James Monroe reported their school increased their API score by 12 points! A treat for the teachers was a fortune cookie stating they were fortunate to have them at James Monroe. The after school clubs are meeting regularly now and have a new club this year called the IRS club. James Monroe has enjoyed the Burroughs Buddies coming over on home game days to assist the students. The second dance is scheduled with a masquerade theme, and Mrs. Finneran is hosting the second Parent's Academy.

Murray reported their API increased by 29 points to 808! Volleyball is underway and uniform shirts are ordered. Murray held a Rachel's Challenge assembly to continue their school theme of kindness. In honor of Breast Cancer Awareness month the students held a "PINK SPIRIT DAY." The music and band students both had great performances during the month of October.

Burroughs has had a very eventful month with Homecoming activities. Students participated in powder-puff games, float competitions, multiple spirit days as well as the Homecoming Football Game and the Homecoming Dance with an Arabian Nights theme. Currently it is Red Ribbon Week to say no to drugs and on Friday all students will wear pink to support Breast Cancer Awareness Month. The community is invited to attend the upcoming play of *Romeo and Juliet*.

#### 5.2 Reports from Members of the Board

Mrs. Covert reported to the board on her recent NAFIS trip and the activities that took place during the conference. She also shared information regarding the visit from Congressman Kevin McCarthy and the Houchin Blood Bank at Burroughs.

5.2 Reports from Members of the Board (continued)

Mr. Johnson thanked the RHEMS group for the wonderful performance of, *Beauty and the Beast*, and for their continued support of the district's music program.

5.3 Superintendent's Report

Mrs. Rummer reported the district is still down by a few students compared to this time last year but our attendance is still holding strong at 96.5%. Mrs. Rummer also reported on her school site visits. There are amazing things going on in the classrooms where she has visited and appreciates all the effort, commitment and dedication from our staff. The District has finished the snake safety training and there are staff from each site trained in the proper removal of snakes.

5.4 Comments from the public on items not on the agenda

Item 5.4, Comments from the public on items not on the agenda was heard after Item 2 on the agenda.

6. EDUCATIONAL ADMINISTRATION

6.1 Appointment of Industry/ Business Members to Career Technical Advisory Committee

Motion passed to approve the appointment of Industry/Business members to the Career Technical Advisory Committee as presented. ROCKWELL/COVERT

AYES: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott

6.2 Report to the Board: Overview of the Sierra Sands Academic Performance Index (API) and Adequate Yearly Progress (AYP) with Results and Analysis of the STAR Testing Program for Spring 2012

Mrs. Kennedy and Mrs. Hickle presented an overview of the Academic Performance Index and the Adequate Yearly Progress with results and analysis of the STAR testing program for spring 2012. This was an informational item and required no action.

7. POLICY DEVELOPMENT AND REVIEW

8. PERSONNEL ADMINISTRATION

8.1 Certificated

Employment, resignation, retirement, leave of absence, change of status, termination

8.2 Classified

Employment, resignation, retirement, leave of absence, change of status, termination

Motion passed to adopt the personnel actions as presented. SCOTT/COVERT

AYES: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott

8. PERSONNEL ADMINISTRATION (continued)

8.3 Waiver Request Enabling the District to Assign Individuals in Certificated Positions Without Appropriate Credentials

---

Motion passed to approve the waiver request to assign individuals in certificated positions without appropriate credentials. DIETRICHSON/ROCKWELL

AYES: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

---

Motion passed to accept the following gifts: Leslie Dikes donated a 1989 Ford F150 with an estimated value of \$1,500 to the Burroughs Auto Shop Program, the Rotary Club of Inyokern donated supplies for student use with a value of \$250 to Inyokern School, Mr. & Mrs. Stokes donated \$1,000 to Burroughs discretionary fund, and Mr. & Mrs. Gartner donated \$100 to the Burroughs High School Motor Sports Club. FARRIS/COVERT

AYES: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott

9.2 Report to the Board: Nature and Resolution of Complaints with Regard to Deficiencies Related to Instructional Materials, Emergency or Urgent Facilities Conditions that Pose a Threat to the Health and Safety of Pupils or Staff, Teacher Vacancy or Misassignment, and Provision of Intensive Instruction and Services to Students Who Did Not Pass the California High School Exit Examination (CAHSEE) by the End of Grade 12, as Required by the Williams Act

---

This is an informational item and requires no action.

9.3 Authorization for Board Member Travel

---

This item was deleted from the agenda as noted in the minutes under adoption of agenda.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Measure "A" and Other Construction Activities and Issues

---

Mr. Auld updated the board on various projects throughout the district including the landscaping project at Las Flores School and the ongoing geographic index appeal with the state board. This is an informational item only and requires no action.

10.2 Approval of Change Order Number One – Burroughs High School Career and Technical Education (CTE) TV – Video Production Building (F2) Conversion and Modernization

---

Motion passed to approve Change Order Number One – Burroughs High School Career and Technical Education (CTE) TV – Video Production Building (F2) Conversion and Modernization. COVERT/SCOTT

AYES: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott



10. CONSTRUCTION ADMINISTRATION (continued)

10.3 Approval of Change Order Number One – Burroughs High School Career and Technical Education (CTE) TV – Construction Wood Technology (Shop GO2) Conversion and Modernization

---

Motion passed to approve Change Order Number One – Burroughs High School Career and Technical Education (CTE) - Construction Wood Technology (Shop G02) Conversion and Modernization. DIETRICHSON/COVERT

AYES: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott

10.4 Notice of Completion of Contract – Burroughs Conversion and Modernization of Classroom F2 to TV and Video Production Studio (DSA Application Number A#03- 113217), awarded to Balfour Beatty Construction in the amount of \$328,700, Amended by Change Order Number One (\$8,299) to \$336,999

---

Motion passed to approve the Notice of Completion of Contract – Burroughs Conversion and Modernization of Classroom F2 to TV and Video Production Studio (DSA Application Number A#03-113217). DIETRICHSON/COVERT

AYES: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott

10.5 Notice of Completion of Contract – Burroughs Conversion and Modernization of Shop G03 to Construction Wood Technology Laboratory (DSA Application Number A#03- 113215), awarded to Balfour Beatty Construction in the amount of \$728,500, Amended by Change Order Number One (\$49,227) to \$777,727

---

Motion passed to approve the Notice of Completion Contract – Burroughs Conversion and Modernization of Shop G03 to Construction Wood Technology Laboratory (DSA Application A#03-113215). DIETRICHSON/COVERT

AYES: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott

11. BUSINESS ADMINISTRATION

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

12.2 Report to the Board on Solid Waste Hauling Services

12.3 Approval of Recommendations for Expulsion, Expulsion Cases # 1 1213, #2 1213, #3 1213, #4 1213, #5 1213, #6 1213, #7 1213, and #8 1213

Motion passed to adopt the consent calendar as presented. DIETRICHSON/COVERT

AYES: Covert, Dietrichson, Farris, Johnson, Pearl, Rockwell, Scott

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:35 p.m.

THE BOARD OF EDUCATION

---

Vice President/Clerk

---

Joanna Rummer, Secretary to Board

recorder: Alison Burson

<u>Elementary K - 5</u>	2012-13	2011-12
-------------------------	---------	---------

Regular -		
K	398	398
1 - 3	1167	1168
4 - 5	694	707
Special Education -		
SDC	116	97
RSP	94	92
<u>Middle 6-8</u>		
Regular	1028	1030
Special Education -		
SDC	57	57
RSP	79	77
<u>High School 9 - 12</u>		
Regular	1354	1378
Continuation	113	114
ROP	279	
Special Education -		
SDC	64	75
RSP	85	79
Adult	353	291

## 6. EDUCATIONAL ADMINISTRATION

### 6.1 Approval of Contracts with Supplemental Educational Service (SES) Providers

**BACKGROUND INFORMATION:** If there are Program Improvement (PI) schools in a district, the Elementary and Secondary Education Act (ESEA) requires the district to pay for public school choice-related transportation and for Supplemental Educational Services (SES) with a required obligation of 20 percent of the LEA's Title I, Part A allocation, regardless of the number of PI schools in the district. The public school choice provision requires that parents of all students enrolled in schools in PI Years 1 through 5 be offered the opportunity to transfer their child(ren) to a non-PI school within the district with paid transportation (ESEA Section 1116[b][1][E]).

The SES provision requires districts to offer SES, or tutoring, by State Board of Education (SBE) approved providers at no cost to parents of eligible students of low-income families from schools in PI Years 2 through 5. This tutoring must be provided beyond the regular school day, and its academic assistance must be high quality, research-based, consistent with the content and instruction used by the district, aligned with the State's academic content standards, and specifically designed to increase student academic achievement (ESEA Section 1116[e][12][C]).

**CURRENT CONSIDERATIONS:** Currently the district has three schools in Year 1 PI. Faller and Inyokern both entered PI in 2011-2012 but were able to maintain that status and did not advance to Year 2 in 2012-2013. Pierce Elementary entered Year 1 PI this school year. Parents of Faller, Inyokern, Pierce and Richmond students have received a letter informing them of their school choice options. Richmond Elementary missed math criteria for a third year and has now advanced to Year 2 PI. As a result of being a Year 2 Program Improvement School, SES services must be offered to eligible students of low-income families at Richmond.

All CDE approved SES providers on the CDE list for our district were contacted in September and invited to submit a Letter of Intent and a copy of their approved CDE Request for Application (RFA). Those responding were then invited to a mandatory meeting on October 10, 2012 at the district office along with mandatory training on the CAYEN system, which will be used to track all services and invoicing. Two companies completed all requirements and were invited to submit required contract documents.

- #1 Academia de Servicio de Tutoria- SES Inc.
- Basic Educational Services Team, Inc. (BEST)

These companies have completed all required documents and the contracts are being presented for board approval. A copy of the SES timeline for 2012-2013 is attached for your information. Tutoring will begin on January 7, 2013 and must be completed by April 19, 2013.

FINANCIAL IMPLICATIONS: Required set-asides for School Choice and Supplemental Educational Services are \$225,808 which is 20% of the annual Title 1 allocation to the district (\$1,129,039). The per pupil amount for SES, as calculated by CDE is \$906.86, meaning that up to 249 students may be served. At this time 271 students at Richmond meet the low-income eligibility.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Supplemental Educational Services contracts with #1 Academia de Servicio de Tutoria- SES Inc., and Basic Educational Services Team, Inc. (BEST) for the 2012-2013 school year.



**SIERRA SANDS UNIFIED SCHOOL DISTRICT (SSUSD)  
SUPPLEMENTAL EDUCATIONAL SERVICES (SES) TIMELINE  
2012-2013**

Revised 9/19/12

<b>September 19</b>	Email provider intent letter
<b>October 3</b>	Provider CDE-approved SES RFA and Letter of Intent due to SSUSD – must be postmarked by this date
<b>October 10</b>	<u>Mandatory</u> SES Provider Meeting – Sierra Sands Unified School District Conference Room A, 113 W. Felspar Ave. Ridgecrest, CA 93555, <b>12:30-3:30 p.m.</b> SSUSD Contract Requirements <ul style="list-style-type: none"><li>▪ Cayen password released to SES provider at training to create Cayen Scope of Service</li></ul>
<b>October 10</b>	<u>Mandatory</u> Webinar CAYEN training 3:30 pm.-5:30 p.m.. (PST) – Log in information will be handed out at Mandatory Meeting on <b>October 10, 2012 or upon written request after October 3<sup>rd</sup> deadline is met</b> Please make sure correct attendee(s) participate in Cayen Webinar.
<b>October 18</b>	Cayen Scope of Service (Parts 1 and 2) due <u>on-line</u> by 10:00 am (Pacific Time) to SSUSD
<b>October 31</b>	<u>All required contract items are due to SSUSD</u> and must be postmarked by this date (Insurance, employee clearances/employee list, Cayen Competency Verification Form, etc.) <b>**Employee clearances will be required on ALL employees having contact with students. Employees currently hired by another district will NOT be automatically cleared.</b>
<b>November 15</b>	SSUSD Board Meeting – Contract Approvals
<b>November 26</b>	SSUSD to mail SES applications to eligible families
<b>December 4</b>	Provider Fair, 4-7 pm (Site to be determined) Provider Set-up 3:30-4:00 pm ( <i>Provider Fair guidelines distributed at October 10th meeting</i> )
<b>December 14</b>	SES applications (First Application Window) due from parent(s) to SSUSD
<b>January 2</b>	SSUSD mails Notification Letters to Parent(s) regarding SES expectations
<b>January 7</b>	<b>TUTORING SERVICE WINDOW BEGINS</b> <ul style="list-style-type: none"><li>❖ Release of Cayen password to access confidential student data</li><li>❖ Provider must contact all parents of enrolled students within <b>15 calendar days</b> of receipt of student information (<b>deadline –January 22, 2013</b>). Parent contact info/dates must be entered into Cayen.</li><li>❖ Begins <b>45 calendar day</b> timeline for providers to schedule, administer pre-assessments, create Cayen Student Learning Plans and submit to SSUSD for approval by 10:00 am (PST) on <b>February 20, 2013</b>. <u>Students without Student Learning Plans submitted in Cayen will be reassigned to another provider.</u> Student Learning Plans must be developed, submitted and District approved in Cayen <b>prior</b> to start of billable tutoring</li><li>❖ Tutoring Sessions must begin <b>15 calendar days after approved SLP</b></li><li>❖ Monthly Cayen Student Progress Reports must be completed and submitted to SSUSD with monthly invoices once tutoring begins,</li><li>❖ Providers must adhere to monthly invoice timelines</li><li>❖ Accurate monthly Cayen invoices must be submitted to SSUSD with all required supporting documentation.</li></ul>
<b>February 20</b>	Students without Approved Cayen Student Learning Plans by <b>February 20, 2013</b> at 10:00 a.m. (PST) will be reassigned to another provider
<b>March 4-15</b>	<i>If Applicable, Second Application Window (SLP's due 30 days after student information released).</i> Contractors that meet the above timeline may participate in the 2 <sup>nd</sup> window of SES applications.
<b>March 7</b>	First Tutoring session must be completed.
<b>April 19</b>	<u><b>Last day of tutoring</b></u>
<b>May 16</b>	Due date for April invoice to be entered into Cayen End of the Year Student Post-Assessment results recorded into Cayen



**INDEPENDENT CONTRACTOR AGREEMENT**

**FOR**

**SUPPLEMENTAL EDUCATIONAL SERVICES**

**2012-2013**

**BETWEEN THE**

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**AND**

#1 Academia de Servicio de Tutoria (S.E.S Inc.)

## TABLE OF CONTENTS

1) PURPOSE.....	1
2) CONTRACTOR'S SERVICES.....	1
3) MATERIALS.....	2
4) ORIGINALITY OF SERVICES AND MATERIALS.....	2
5) ONLINE OR COMPUTERIZED SERVICES.....	2
6) COMPLIANCE WITH LAWS, STATUTES, REGULATIONS.....	2
7) CONTRACTOR CLEARANCE REQUIREMENTS.....	3
8) INSURANCE.....	4
9) TERM OF AGREEMENT.....	4
10) DEFINITIONS.....	4
11) CAYEN SYSTEMS ACADEMICS PLUS WEB-BASED SES TRACKER ("CAYEN").....	5
12) ENROLLMENT PROCEDURES/TIMELINE.....	5
13) INCENTIVES.....	6
14) CAYEN GENERATED STUDENT LEARNING PLAN (SLP).....	7
15) CAYEN PROGRESS REPORTS TO PARENTS AND DISTRICT.....	7
16) POST-ASSESSMENT REPORT TO PARENTS AND DISTRICT.....	8
17) COMPENSATION/PAYMENT PROCEDURES.....	8
18) STUDENT ATTENDANCE RECORDS.....	9
19) PAYMENT FOR ABSENCES.....	9
20) DISTRICT STUDENT CHANGE OF ENROLLMENT.....	10
21) WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM.....	10
22) RIGHT TO WITHHOLD.....	10
23) EXPENSES.....	10
24) TRANSPORTATION.....	10
25) INDEPENDENT CONTRACTOR.....	11
26) CONFIDENTIALITY OF STUDENT RECORDS.....	11
27) FACILITIES.....	11
28) PARENTAL VISITS.....	12
29) DISTRICT MONITORING.....	12
30) ACCESS TO CONTRACTOR RECORDS.....	12
31) ACCIDENT/INCIDENT REPORTING REGARDING DISTRICT STUDENTS.....	13
32) TERMINATION FOR CONVENIENCE.....	13
33) TERMINATION FOR DEFAULT.....	13
34) TERMINATION FOR INSOLVENCY.....	14
35) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85).....	14
36) HOLD HARMLESS/INDEMNIFICATION.....	15
37) ASSIGNMENT.....	15
38) NONDISCRIMINATION.....	15
39) CONFIDENTIALITY.....	16
40) EMPLOYMENT WITH PUBLIC AGENCY.....	16
41) ENTIRE AGREEMENT.....	16
42) AMENDMENT; NON WAIVER.....	16
43) TIME OF ESSENCE.....	16
44) NOTICE.....	16
45) SEVERABILITY.....	17
46) ATTORNEY FEE/COSTS.....	17
47) GOVERNING LAW/VENUE.....	17
48) CAPTIONS AND INTERPRETATION.....	17
49) SIGNATURE AUTHORITY.....	17
EXHIBIT "A"- Confirmation of Contract Received.....	18
EXHIBIT "B"- Cayen Scope of Service.....	19
EXHIBIT "C"- Student Learning Plan (SLP).....	20
EXHIBIT "D"- CDOJ/FBI/TB Clearance and Personnel Training Affidavit.....	21
EXHIBIT "E"- Employee Competency in Cayen Verification.....	22
EXHIBIT "F"- Cayen Progress Report.....	23
EXHIBIT "G"- Individualized Cover Letter to Parents.....	24
EXHIBIT "I"- Cayen Activity Roster.....	26



**INDEPENDENT CONTRACTOR AGREEMENT FOR  
SUPPLEMENTAL EDUCATIONAL SERVICES 2012-2013  
BETWEEN THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**AND**

#1 Academia de Servicio de Tutoria (S.E.S Inc.)

## **1) PURPOSE**

This Independent Contractor Agreement ("AGREEMENT") is entered into this 24 day of October, 2012, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and #1 Academia de Servicio de Tutoria (S.E.S Inc.) ("CONTRACTOR"), a Supplemental Educational Services (SES) Provider, for the purpose of providing Supplemental Educational Services ("SES" or "Supplemental Educational Services" as defined in Section 10 (a) to all eligible DISTRICT Students whose Parents choose CONTRACTOR under the No Child Left Behind Act ("ACT") (20 U.S.C. Section 6316(e)). Section 6301 et seq., Title 34 of the Code of Federal Regulations, Section 200.30 et seq., and Title 5 of the California Code of Regulations, Section 13075 et seq. DISTRICT and CONTRACTOR are hereinafter collectively referred to as the "PARTIES". The DISTRICT will not pay CONTRACTOR for provision of SES to any DISTRICT Student unless and until the DISTRICT Governing Board ("Board") approves this AGREEMENT for provision of SES by CONTRACTOR.

## **2) CONTRACTOR'S SERVICES**

- a) CONTRACTOR shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. This AGREEMENT shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term (as defined below) of this AGREEMENT.
- b) This AGREEMENT may be terminated by DISTRICT immediately and without notice if CONTRACTOR has been removed for cause from the list of approved SES, or otherwise upon a determination by the California State Board of Education that CONTRACTOR does not qualify, or no longer qualified for "provider" status under either Title 5 of the California Code of Regulations, Section 13075.2, or under Title 20 of the United States Code, Section 6316(e).
- c) SES provided under this AGREEMENT shall be consistent with CONTRACTOR'S program as described in CONTRACTOR'S SES Provider Request for Application ("RFA") to the CDE. CONTRACTOR represents that the CDE has approved and/or certified CONTRACTOR'S final RFA and approved CONTRACTOR as a SES provider for Fiscal Year 2012-2013 as shown on the CDE list of SES providers at: <http://www.cde.ca.gov/ta/ac/ti/ap/sspsearch.aspx>. CONTRACTOR shall provide DISTRICT with a current copy of the RFA as required in the RFA's Assurances before this AGREEMENT is approved by DISTRICT Board. All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological and will be aligned with applicable state adopted academic content standards.
- d) CONTRACTOR or its agent shall attend the DISTRICT's mandatory meeting and Cayen training on the dates and at the times to be announced to obtain required Contract and Cayen information. CONTRACTOR shall submit Confirmation of Contract Received, **EXHIBIT "A"**, to confirm receipt of information and attendance at meeting. CONTRACTOR shall also submit written verification of employee competence in using Cayen for **both** instructional and business components, in the form appended to this AGREEMENT as Employee Competency Verification in Cayen, **EXHIBIT "E"**.
- e) CONTRACTOR shall utilize the Cayen Systems Academics Plus web-based program ("Cayen") to generate a Cayen Scope of Service in the form appended to this AGREEMENT as Cayen Scope of Service, **EXHIBIT "B."**
- f) CONTRACTOR shall submit to DISTRICT a signed, DISTRICT-approved Cayen-generated Student Learning Plan ("Cayen SLP") as defined in Section 14 for each DISTRICT Student served for the first time during that calendar month by CONTRACTOR. CONTRACTOR shall provide all SES specified in Student's Cayen SLP.

g) CONTRACTOR shall deliver RFA-approved SES utilizing personnel who have successfully completed CONTRACTOR-provided instructional training aligned directly to the RFA and Cayen Scope of Service.

### **3) MATERIALS**

CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete SES to be provided pursuant to this AGREEMENT.

### **4) ORIGINALITY OF SERVICES AND MATERIALS**

CONTRACTOR agrees that all curricula, lesson plans, technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source. CONTRACTOR shall indemnify, hold harmless and defend DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability for damages which may arise from the furnishings or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

### **5) ONLINE OR COMPUTERIZED SERVICES**

- a) If CONTRACTOR is furnishing SES primarily via the internet and/or by use of computer software, before CONTRACTOR may begin providing any SES contemplated by this AGREEMENT, CONTRACTOR will present a demonstration to DISTRICT at a time and in a location scheduled by DISTRICT, of the operation and utility of the hardware and software for instruction and billing. DISTRICT may withhold Student placement with CONTRACTOR until this presentation takes place and DISTRICT reviews the manner in which SES will be provided and approves the manner in which SES is billed.
- b) If CONTRACTOR is furnishing a computer or other hardware and/or software, or arranging a connection to the internet, for students or their families under this AGREEMENT, the CONTRACTOR shall provide written confirmation that the computer or other hardware and/or software or internet connection has been delivered and is fully functional upon DISTRICT's request. Should the Student's parent subsequently advise DISTRICT that the computer, other hardware, software or internet connection is not functioning, DISTRICT may withhold payment until verification that functionality has been restored.
- c) If CONTRACTOR provides connection to the internet, CONTRACTOR shall not charge the parent or the DISTRICT, or require the parent to pay with or without reimbursement for internet connection or fees.

### **6) COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

- a) CONTRACTOR agrees to comply strictly with all federal, State and local laws, including, without limitation, applicable health, safety, and civil rights laws, rules, regulations, and ordinances. CONTRACTOR shall provide high quality and research-based SES for eligible DISTRICT Students pursuant to the ACT and California Education Code Sections 12001 and 33031, and Title 5, California Code of Regulations, Sections 13075.1 *et seq.*
- b) CONTRACTOR agrees to: 1) comply strictly with all DISTRICT procedures concerning staffing requirements, enrollment, tutoring timelines, Cayen SLP, Cayen generated progress reports, Cayen attendance reporting and billing requirements; 2) comply strictly with DISTRICT policies, rules and regulations that are now or may in the future become applicable to CONTRACTOR for services covered by this AGREEMENT or accruing out of the performance of such services; and 3) provide SES that is secular, neutral and non-ideological in instruction and content.
- c) CONTRACTOR shall maintain and adhere to its own written procedures for responding to Parent complaints. These procedures shall include, but are not limited to, providing the DISTRICT and Parents with appropriate information (including complaint forms) for the following:
  - 1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations Section 4600 *et seq.*;
  - 2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations Section 4600, subdivision (a);

- 3) Sexual Harassment Policy, California Education Code, Section 231.5, subdivisions (a), (b), and (c);
  - 4) Title IX Student Grievance Procedure, Title IX 34 CFR 106.8, subdivisions (a) and (d) and 106.9, subdivision (a), and any other policies required by law.
- d) CONTRACTOR shall provide written documentation of these procedures and forms to the DISTRICT in the Cayen Scope of Service prior to the DISTRICT release of confidential student data to the CONTRACTOR.

## 7) CONTRACTOR CLEARANCE REQUIREMENTS

a) CONTRACTOR, at its sole expense, shall comply with the requirements of California Education Code Sections 45125.1, 35021.1, and 35021.2; Title 5, California Code of Regulations Section 13075.2. These requirements include, but are not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"), and obtaining a tuberculosis (TB) clearance for CONTRACTOR'S employees, volunteers, and subcontractors ("Contractor's Employees") prior to providing SES to any DISTRICT Student. Such CDOJ and FBI clearances shall include a determination that any such person has not been convicted of or pleaded nolo contendere to a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite the person'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). In addition, CONTRACTOR will not employ anyone who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code Section 44010, or to a felony that would disqualify that person from employment pursuant to Education Code Section 44237. Additionally, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. CONTRACTOR shall not allow SES to be provided to any DISTRICT Student by any person whose criminal background has not been verified in the manner described above.

b) Prior to the commencement of tutoring, CONTRACTOR shall file with the DISTRICT an affidavit in the form appended as CDOJ/FBI/TB Clearance and Personnel Training Affidavit, **EXHIBIT "D."** The affidavit, to be signed under penalty of perjury, asserts that the CONTRACTOR has completed the following procedures for each of the CONTRACTOR'S Employees and that each of CONTRACTOR'S Employees has passed a background check (a) and fingerprint analysis by the CDOJ and FBI and (b) obtained TB clearances. CONTRACTOR'S Employees who do not live in the United States and whose criminal records are not available to the FBI through their home countries cannot be cleared to work with DISTRICT Students. CONTRACTOR Employees who provide tutoring services via telephone or the internet do not require TB clearance. CONTRACTOR shall certify in writing to DISTRICT the CONTRACTOR has at all times complied with this section of the AGREEMENT. Under no circumstances may a tutor be in contact with a student, at the school building or any other site (including in-home tutoring or online tutoring) tutoring a child without an updated CDOJ/FBI/TB Clearance and Personnel training affidavit on file with the DISTRICT. Tutors must be cleared with the DISTRICT before they can tutor a student, NO EXCEPTIONS. It is the CONTRACTORS responsibility to provide an updated form to the DISTRICT in advance of the tutoring. Failure to follow these guidelines will result in the DISTRICT exercising its Right to Withhold Payment, Section 22, or immediate Termination for Convenience, Section 32 of this AGREEMENT.

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, on-line, home, and/or individualized instruction or related services are qualified in the area in which the individuals are providing SES. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the services or are otherwise qualified to provide the service.

c) CONTRACTOR shall provide DISTRICT with updated information regarding status of CONTRACTOR Employees' licenses, credentials, etc. each month in the manner indicated in CDOJ/FBI/TB Clearance and Personnel Training Affidavit, **EXHIBIT "D,"** which shall be provided to DISTRICT prior to commencement of SES. CONTRACTOR shall monitor the status of licenses, credentials, permits or other documents for all CONTRACTOR Employees who provide SES to students. If the CONTRACTOR has not submitted to the DISTRICT the CDOJ/FBI/TB Clearance and Personnel Training Affidavit, **EXHIBIT "D"** for an employee prior to the date of the first tutoring session the CONTRACTOR cannot bill the DISTRICT for tutoring services performed prior to the receipt of **EXHIBIT "D"**.

d) CONTRACTOR shall provide the name, title, and contact information of its Designated Program Monitor as described in Title 5 of the California Code of Regulations, Section 13075.8(d). This information shall be included on **EXHIBIT "E"**, Employee Competency Verification, and updated with the DISTRICT whenever there is a change.

## **8) INSURANCE**

CONTRACTOR shall have and maintain during the Term (as defined below) of this AGREEMENT, at CONTRACTOR'S expense:

a) A commercial general insurance liability policy with limits of Two Million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage. An automobile insurance liability policy with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. Each policy shall be in a form acceptable to the DISTRICT to protect DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to each policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than ten (10) Days from execution of this AGREEMENT by DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance in a form satisfactory to DISTRICT evidencing all coverages and endorsements required hereunder including thirty (30) Day written notice to DISTRICT of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy and to provide the DISTRICT with an endorsement acceptable to the DISTRICT evidencing this coverage.

b) Worker's Compensation Insurance and Employers' Liability Insurance for all of CONTRACTOR's Employees performing any portion of the SES. In accordance with provisions of Section 3700 of the California Labor Code, the CONTRACTOR shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the SES under this AGREEMENT are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the SES.

## **9) TERM OF AGREEMENT**

The term of this AGREEMENT shall begin on the date following the approval of this signed AGREEMENT by the Sierra Sands Unified School District Board of Trustees and end on June 30, 2013 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 19, 2013**. Password access to CAYEN system shall terminate at the end of the last billing cycle.

## **10) DEFINITIONS**

The following definitions shall apply for purposes of this AGREEMENT:

- a) "Supplemental Educational Services" or "SES" means additional academic instruction designed to increase the academic achievement of Students in schools in need of improvement. These services may include academic assistance such as tutoring, remediation and other educational interventions, provided that such approaches are consistent with the content and instruction used by the DISTRICT and are aligned with the State's academic content standards. SES must be provided outside of the regular school day. Pursuant to the goals of the DISTRICT and the ACT, SES must be high quality, research-based, and specifically designed to increase the academic achievement of eligible students and attain proficiency in meeting California's achievement standards.
- b) The term "Parent(s)" means the natural Parent, adoptive Parent, Parent surrogate, legal guardian, or any other adult granted educational decision making rights by the natural or adoptive Parent or a court of competent jurisdiction.
- c) The term "Days" means calendar days unless otherwise specified.
- d) The times referred to in this AGREEMENT are based on the current time recorded in Ridgecrest, California.
- e) The phrase "Billable Time" means academic instructional time meeting the requirements for payment under this AGREEMENT.

- f) The phrase "Home School" means a DISTRICT Student's actual school of attendance identified on the Cayen Student list or on the registration form.
- g) The term "Incentive" means any up front monetary or material gifts valued at more than Two Dollars (\$2) given to Parents or Students to encourage them to choose a specific provider to provide SES to their child and Incentives valued at or above Five Dollars (\$5) each or Fifty Dollars (\$50) in the aggregate used within a provider's program to encourage Students to reach certain achievement or attendance levels AFTER they have begun service. Acceptable Incentives are such items as pencils, pens, magnets, etc., in any marketing information or other explanation, either verbally or in writing, and in the delivery of services. CONTRACTOR may not offer to Parent(s) and/or Students Incentives valued at more than Five Dollars (\$5) each or Fifty Dollars (\$50) in the aggregate per Student as achievement and/or attendance Incentives once the Student has signed up for CONTRACTOR'S services.
- h) The term "Contractor's Employee" refers to any representative, employee, staff member, subcontractor, or volunteer who provides SES to a Student on behalf of CONTRACTOR.
- i) The term "Student" shall refer to a child from a low-income family as determined by the DISTRICT for purposes of allocating funds under the ACT enrolled in a DISTRICT school that is currently under the ACT'S Program Improvement Status year two (2) and beyond.
- j) The term "Student Record" means any item of information that is directly related to an identifiable Student and maintained by the DISTRICT or required to be maintained by CONTRACTOR or CONTRACTOR'S Employee in the performance of his/her duties. A Student Record may be recorded in handwriting, print, computer media, video or audio tape, film, microfilm, microfiche or by other means. The Student Record may include the pupil's health record (Education Code Section 49061 and 49062, Title 5, California Code of Regulations, Section 430, and Title 34. Code of Federal Regulations, Section 99.3). Any information maintained for the purpose of second party review is considered a Student Record (Title 5, California Code of Regulations, Section 430).

## **11) CAYEN SYSTEMS ACADEMICS PLUS WEB-BASED SES TRACKER ("CAYEN")**

- a) CONTRACTOR agrees to utilize Cayen to generate the following documents, including but not limited to:
- Cayen Scope of Service
  - Cayen SLP (including pre- and post-assessments scores and dates)
  - Monthly Cayen Invoice (billing of SES)
  - Monthly Student Activity Roster (attendance with signatures and locations)
  - Monthly Student Progress Reports/Individualized Cover Letters to Parents
  - Request for Student withdrawal from SES with thorough explanation
- b) CONTRACTOR shall provide its own computer(s) that meets system requirements for use of Cayen as specified in the "Technical Requirements" section of the Cayen Handbook.
- c) CONTRACTOR may upload data into Cayen for a fee to be established by Cayen. Uploaded data must be received by DISTRICT guidelines. Uploaded data must be accurate, aligned to DISTRICT required documentation and not alter Cayen formats or system.
- d) CONTRACTOR submit written verification of employee competence in using both Cayen instructional and business components, in the form attached to this AGREEMENT as **EXHIBIT "E"**.

## **12) ENROLLMENT PROCEDURES/TIMELINE**

- a) CONTRACTOR or CONTRACTOR'S Employees or anyone working on CONTRACTOR'S behalf shall not alter SES enrollment forms at any time or for any reason.
- b) CONTRACTOR or CONTRACTOR'S Employees shall not enter any DISTRICT campus, DISTRICT sponsored activity, or contact school employees for SES Student recruitment purposes at any time except when participating in a DISTRICT hosted SES Provider Fair or as directed after Student lists have been received.
- c) CONTRACTOR shall provide to DISTRICT a sample of any advertising materials, including but not limited to: letters, flyers, or brochures for approval prior to distribution.
- d) DISTRICT informational flyer describing all options for SES shall accompany all approved CONTRACTOR advertising materials when promoting CONTRACTOR's SES.

- e) CONTRACTOR shall abide by the DISTRICT'S Provider Fair guidelines.
- f) Upon receipt of SES applications, DISTRICT shall input Student enrollment information into Cayen.
- g) Password protected Parent(s) contact information and Student achievement data will be released to CONTRACTOR via Cayen after approval of the AGREEMENT by the Board according to SES timelines.
- h) CONTRACTOR shall contact Parent(s) within fifteen (15) Days after release of the Cayen password allowing access to Parent(s) contact information and Student achievement data. CONTRACTOR shall enter parent contact information/dates into the Cayen system on or before the fifteenth day after the DISTRICT release of Student data. Commencing on the sixteenth day the DISTRICT shall reassign any STUDENT without Parent(s) contact information/dates entered into the Cayen system to another SES provider.
- i) CONTRACTOR shall schedule and administer Student pre-assessment within forty-five (45) Days of release of Student achievement data via Cayen. CONTRACTOR shall generate, submit and enter DISTRICT approved Cayen SLP'S in Cayen system prior to the start of tutoring.
- j) Commencing at 10:01 a.m. February 20, 2013 DISTRICT shall reassign any STUDENT without a DISTRICT approved SLP. DISTRICT Students shall be reassigned to a SES provider chosen by the Parents that has met all DISTRICT requirements. CONTRACTOR shall, within thirty (30) Days of receipt of reassigned Student(s) contact Parent(s), schedule and administer pre-assessment and submit a SLP in Cayen for DISTRICT approval.
- k) Tutoring session must begin within 15 Days after DISTRICT approval of the Cayen SLP. (The only exception is Winter Break). Schedules for the provision of SES must match the approved SLP. Students will be reassigned to another SES provider if attendance records are not present in the Cayen system within fifteen days after DISTRICT approval of the Cayen SLP.
- l) CONTRACTOR shall begin tutoring for all Students no later than **February 20, 2013**. Commencing on, March 7, 2013, Students will be reassigned to another SES provider if attendance records are not present in the Cayen system.
- m) CONTRACTOR shall create Student tutoring groups not exceeding the Student teacher ratio stated in the Cayen Scope of Service and RFA.
- n) CONTRACTOR shall not submit Billable Time to DISTRICT for dates prior to the DISTRICT'S approval of each Cayen SLP.
- o) CONTRACTOR shall consult with Parent on each SLP prior to the Tutoring Start Date. Each SLP requires Parent signature or three (3) attempts to obtain parents' signature using at least two different means of communication with dates of each attempt and means to be entered into Cayen prior to the Tutoring Start Date.
- p) CONTRACTORS that meet the above timeline may participate in the second window of SES applications if offered. A second letter of intent will be sent to the eligible CONTRACTORS.
- q) Pending available funds, a second window of SES applications may be offered. Deadlines to contact Parents, schedule and administer pre-assessment, and submit SLP in Cayen for DISTRICT approval will follow the same timeline that is used for the receipt of new Students as described in this section.

### 13) INCENTIVES

- a) The CONTRACTOR shall not provide any Incentive valued at over Two Dollars (\$2) per Student to Parent(s) or Students to encourage signing up for 'SES services or to encourage any other Student or Parent(s) to sign up for CONTRACTOR'S services.
- b) The CONTRACTOR shall not provide any Incentives valued at or above Five Dollars (\$5) each or Fifty Dollars (\$50) in the aggregate to encourage Students to reach certain achievement or attendance levels after they have begun receiving SES.
- c) CONTRACTOR shall not offer any Incentive/payment of any amount to any DISTRICT personnel for helping CONTRACTOR to recruit Parents and Students to sign up for CONTRACTOR'S services.
- d) The CONTRACTOR'S policy as to how Students earn achievement and or attendance Incentives during the course of instruction and the specific Incentives with their specific costs must be fully explained in the Cayen Scope of Service. The SES funding is intended for instructional purposes only. Student redemption of Incentives must be outside of Billable Time. Any rewards of gifts supplied by the CONTRACTOR are considered Incentives.



e) DISTRICT may unilaterally terminate this AGREEMENT should CONTRACTOR give an incentive or make payment to a Student or his/her family, or a DISTRICT employee, unless the incentive/payment is specifically provided for herein.

#### **14) CAYEN GENERATED STUDENT LEARNING PLAN (SLP)**

a) For each Student receiving SES, CONTRACTOR shall generate a Cayen SLP in the form appended to this AGREEMENT as Student Learning Plan, **EXHIBIT "C"**, after the administration and evaluation of each eligible Student's pre-assessment. In conjunction with the Cayen SLP and during the development of the Cayen SLP the CONTRACTOR shall disclose to each Parent(s) the responsibilities of the Parent(s), CONTRACTOR and DISTRICT. All DISTRICT-approved Cayen SLPs must be signed by the Parent(s) and the CONTRACTOR representative. If CONTRACTOR is unable to obtain parent signature after three attempts, using at least two different means of communication, documentation of attempts and means must be entered in Cayen SLP prior to submission to DISTRICT with first invoice. CONTRACTOR shall ensure Parent(s) receives a copy of the DISTRICT-approved Cayen SLP. CONTRACTOR shall provide Parent(s) a copy of the DISTRICT approved Cayen SLP.

b) CONTRACTOR shall schedule and administer Student pre-assessment within forty five (45) Days of release of Student achievement data via Cayen. Student achievement goals shall be aligned to the California State Standards and to Student's needs determined by CONTRACTOR'S pre-assessment. CONTRACTOR shall generate Student achievement goals selected from California State Standards. CONTRACTOR shall generate Student achievement goals for either reading language arts or mathematics, not both. The Cayen SLP shall be generated in Cayen, reviewed and approved by DISTRICT in Cayen PRIOR to the start of billable tutoring.

c) CONTRACTOR shall administer pre-assessments prior to the Tutoring Start Date and the beginning of providing SES to each Student, and administer post-assessments to each Student before the end of the term of the Student's SLP. CONTRACTOR shall not charge the Parent or the DISTRICT for the provision of progress reports and/or any assessments including the pre- and post-assessments.

d) CONTRACTOR shall include the following in each eligible Student's Cayen SLP:

- Student's name, grade, and school
- Provider name, number of classes, subject (ELA **OR** Mathematics), hours or minutes per class, and location
- Summative State test scores provided by DISTRICT
- Pre-assessment date and score
- Student achievement goals specific to each child's pre-assessment results
- Description of SES planned for Students (Basic, English Learner, and/or Special Education)
- Tutoring start date
- Tutoring end date
- Description of how the Student's progress will be measured using the evaluation, measurement and assessment tool(s)
- Parent signature or three attempts verified in Cayen
- CONTRACTOR or CONTRACTOR representative signature
- Description of expected change in Student performance on assessment tool indicated
- Post assessment data with date and score (prior to submission of final Invoice)

e) CONTRACTOR shall provide necessary accommodations for eligible Student to receive appropriate SES if eligible Student is covered by IDEA, ADA, Section 504, or has limited English proficiency.

f) CONTRACTOR shall be notified of the approved/denied status of the STUDENT's individual SLP through the CAYEN system. If an individual SLP is denied by the DISTRICT, the CONTRACTOR has five (5) business days to correct the identified deficiencies and resubmit the SLP for approval. After five (5) business days, any STUDENT whose SLP has not been corrected shall be reassigned to another provider.

#### **15) CAYEN PROGRESS REPORTS TO PARENTS AND DISTRICT**

a) CONTRACTOR shall complete a Cayen Parent Progress Report, **EXHIBIT "F"**, and Individualized Cover Letter to Parents, **EXHIBIT "G"**, monthly. Each report must include a cover letter that shall be customized by the CONTRACTOR and include CONTRACTOR'S contact information. Each report shall include, but not be limited to,

statements of measurable and meaningful evaluation items comparing the Student's progress to the Student's Learning Goals. For the purpose of DISTRICT records, the CONTRACTOR shall submit one (1) sample copy of the Individualized Cover Letter to Parents to the DISTRICT with the first month's billing invoice.

b) CONTRACTOR shall administer pre-assessments prior to the beginning of service to each Student and administer post-assessments to each Student before the end of the term of the Student's SLP. CONTRACTOR shall not charge the Parent or the DISTRICT for the provision of progress reports and/or any assessments including the pre- and post-assessments.

c) For each DISTRICT Student receiving SES, CONTRACTOR shall send one (1) copy of the Cayen Progress Report and Individualized Cover Letter to the Student's Parent(s). CONTRACTOR shall send two (2) copies of the Cayen Progress Report to the DISTRICT. The Cayen Progress Report is appended to this AGREEMENT as the Cayen Parent Progress Report, **EXHIBIT "F"** and describes the Student's progress toward achievement goals specified in each Cayen SLP. If requested by DISTRICT or a Student's Parent(s), CONTRACTOR shall provide all Cayen Progress Reports in the native language of the Student and the Student's Parent(s). The Cayen Progress Report shall be submitted monthly to the DISTRICT as part of the CONTRACTOR'S Invoice.

## **16) POST-ASSESSMENT REPORT TO PARENTS AND DISTRICT**

CONTRACTOR shall administer a post assessment to each Student only after completing seventy five percent (75%) or more of SES tutoring hours. CONTRACTOR shall record post-assessment results on the SLP and send a copy to DISTRICT for each Student with the final Cayen Invoice. Parent(s) shall be informed of post-assessment results in a manner indicated by CONTRACTOR in the Cayen Scope of Service and RFA. The Cayen system will not allow final invoicing for Student unless post-assessment score has been entered.

## **17) COMPENSATION/PAYMENT PROCEDURES**

a) DISTRICT agrees to pay CONTRACTOR for SES tutoring hours that are provided and are properly documented pursuant to this AGREEMENT at a rate of \$ 50 per Student per hour of instruction, which total per DISTRICT Student shall not exceed the Per Pupil Allotment ("PPA") authorized pursuant to the ACT. The preliminary PPA for the 2012-2013 academic year is \$906.86 (as of 09/06/12) and, if adjusted by the CDE, will be re-entered into the Cayen System by the DISTRICT where it will be the CONTRACTOR responsibility to adjust hours and billing accordingly not to exceed the PPA.

b) CONTRACTOR shall utilize Cayen to generate a monthly Invoice ("Cayen Invoice") in the form appended as Cayen Invoicing Instruction and SES Monthly Billing Checklist, **EXHIBIT "H"**. CONTRACTOR shall submit Cayen Invoices and supporting documentation to DISTRICT for each DISTRICT Student receiving SES within each calendar month. CONTRACTOR shall submit all invoices, original Activity Rosters, and other supporting documents by the twelfth (12th) Day of each month for the preceding month's tutoring sessions. All invoices, original Activity Rosters, and other supporting documents must be postmarked by 4:00 p.m. on or before the due date. Late invoices will not be accepted, unless approved by the Superintendent or designee due to exceptional circumstances. Invoices, original Activity Rosters and other supporting documents must arrive together. Failure by the CONTRACTOR to provide monthly invoices in a timely manner may be considered a material breach of this AGREEMENT and grounds for immediate Termination for Convenience.

c) Supporting monthly documentation for each Student shall include, but not be limited to: billing checklist, signed DISTRICT approved SLP due at first billing cycle, original Parent-signed Cayen Activity Rosters, two (2) copies of the Cayen progress reports and, if applicable, an **updated** CDOJ/FBI/TB Clearance Affidavit, and a Cayen Employee Competence Verification Form. DISTRICT may withhold payment for any invoice that is not timely or that lacks all required documents acceptable to the DISTRICT.

d) CAYEN Attendance Invoice Window: DISTRICT and Cayen will allow CONTRACTOR to invoice for an attendance record within seventy-five (75) Days of the attendance date. After seventy-five (75) Days, the attendance record will be marked as unable to be invoiced, and it will not appear on a submitted invoice and CONTRACTOR will not be paid for the SES rendered. For example, if a Student is tutored on 10/01/12, the invoice is due November 14, 2012. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for



10/01/12 in Cayen is 12/15/12 (75 Days after the tutoring session). *This window would only affect invoices not submitted by the SES billing deadlines as noted on the SES Provider Monthly Billing Checklist.*

e) DISTRICT shall not pay any Cayen Invoice that does not contain all of the items identified in subsection (b). DISTRICT shall review each Cayen Invoice and supporting documentation for accuracy prior to approval. DISTRICT will process payment for each approved Cayen Invoice within forty-five (45) Days of receipt from CONTRACTOR. DISTRICT may, in its discretion, return a Cayen Invoice to CONTRACTOR pursuant to the notice provision in Section 22 below. CONTRACTOR shall resubmit any revised Cayen Invoice to DISTRICT no later than fifteen (15) Days from the date that the invoice was denied in Cayen by the DISTRICT.

**NO ADDITIONAL TIME WILL BE GRANTED FOR COMPLYING WITH THIS REQUIREMENT. BY INITIALING BELOW, CONTRACTOR ACKNOWLEDGES THAT IF CONTRACTOR DOES NOT COMPLY WITH THIS DOCUMENTATION REQUIREMENT WITHIN THE TIMELINE SET FORTH IN THIS SECTION, CONTRACTOR WILL FORFEIT THE AMOUNT BILLED IN THE CAYEN INVOICE IN QUESTION.**

CONTRACTOR'S Initials: 

f) CONTRACTOR shall make no charge of any kind to Parent(s) for SES as specified in the SLP (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the DISTRICT Student's enrollment under the terms of this AGREEMENT). CONTRACTOR shall not submit any Cayen Invoice, bill, statement of charges or similar document to any Parent(s) of any DISTRICT Student to whom CONTRACTOR provides SES pursuant to this AGREEMENT.

## **18) STUDENT ATTENDANCE RECORDS**

a) CONTRACTOR shall keep records of Student attendance for all DISTRICT Students to whom CONTRACTOR provides SES under this AGREEMENT on the monthly Student Activity Roster appended to this AGREEMENT as the Cayen Activity Roster, **EXHIBIT "I"**.

b) CONTRACTOR will provide SES tutoring sessions that adhere to the following time requirements:

- Daily sessions shall not exceed 120 minutes per day on regular school days.
- Daily sessions shall not exceed 3 hours per day on non-school days, and must include a non-billable 15 minute break.
- Total sessions shall not exceed 3 sessions or 6 hours per week for an individual student.

c) With each Cayen Invoice described in Section 17 of this AGREEMENT, CONTRACTOR shall submit the original signed records of Student's attendance using Cayen Activity Rosters to the DISTRICT. Each Student's Activity Roster must be signed by the Student's tutor and signed by Student or Parent. The student's parent or guardian must provide a signature for each tutoring session. A signature means the parent or guardian's first name or initial and the full last name on each attendance date to verify services received. The use of only initials when signing the Activity Roster is not acceptable.

d) The Tutor must sign and date after the last tutoring session of that month. The location of the tutoring must be included. Parent(s) or the Student must record and verify attendance by writing the daily start and end times and providing a signature by each day's time. The CONTRACTOR's Tutor shall not complete this portion of the Activity Report. Dates, attendance, signatures, and location of the tutoring must be documented on the same page, **EXHIBIT "I"**. CONTRACTOR shall verify the accuracy of each Activity Roster. CONTRACTOR shall allow DISTRICT representatives to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.

## **19) PAYMENT FOR ABSENCES**

a) **STAFF ABSENCE**

If CONTRACTOR'S SES tutor is absent, CONTRACTOR shall provide a substitute tutor who completed CONTRACTOR'S training requirements as indicated in its Scope of Services and has required CDOJ/FBI/TB clearances on file with the DISTRICT prior to substituting for the CONTRACTOR'S SES tutor. DISTRICT shall not pay for SES unless a qualified substitute is provided according to the specific procedures described in the

CONTRACTOR'S Cayen Scope of Service (Exhibit "B"). (Title 5 of the California Code of Regulations, Section 13075.2 (31).

**b) STUDENT ABSENCE**

DISTRICT shall not be responsible for the payment of SES when a Student is absent.

**20) DISTRICT STUDENT CHANGE OF ENROLLMENT**

If the DISTRICT Student's change of enrollment is to a Home School outside of DISTRICT'S service boundaries or to a DISTRICT Home School whose students are not eligible for SES under the ACT, DISTRICT shall not be responsible for the costs of SES delivered after the DISTRICT Student's change of enrollment or date of transfer.

**21) WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by email, to DISTRICT when a DISTRICT Student is withdrawn by Parent(s) from SES. CONTRACTOR shall confirm such email by submitting a thorough written explanation in the Cayen Registration section (see the Cayen Handbook). Upon submission of a student withdrawal, Cayen allows a fourteen (14) Day window to input any tutoring charges and required supporting documentation, including but not limited to, the Cayen Parent Progress Letter for withdrawn Student.

CONTRACTOR agrees that Students are to be withdrawn in a timely manner when: (1) CONTRACTOR receives a Parent request for withdrawal; (2) when CONTRACTOR is unable to provide SES; or (3) Student has two (2) or more unexcused absences. CONTRACTOR will document three (3) attempts to provide SES. CONTRACTOR agrees to complete the withdrawal process no later than March 15, 2013.

**22) RIGHT TO WITHHOLD**

DISTRICT may withhold payment to CONTRACTOR when DISTRICT has reliable evidence, described in writing to the CONTRACTOR that:

- a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this AGREEMENT;
- b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;
- c) SES are provided to DISTRICT Students by personnel who are not appropriately credentialed, licensed, or otherwise qualified as provided in this AGREEMENT;
- d) DISTRICT has not received all documents concerning one or more DISTRICT Students enrolled in CONTRACTOR'S SES program or has not received said documents in a timely fashion;
- e) DISTRICT has not received a monthly Cayen Invoice and supporting documentation from CONTRACTOR by the twelfth (12th) Day of each month for the preceding month's sessions; or
- f) DISTRICT has not received a properly resubmitted revised Cayen Invoice from CONTRACTOR within fifteen (15) Days from the date DISTRICT returns an Invoice to CONTRACTOR with a notice to correct the identified deficiency.
- g) If DISTRICT notifies CONTRACTOR in writing through the Cayen system and/or by U.S. Mail or Fax that it intends to withhold payment, CONTRACTOR shall have fifteen (15) Days from the receipt of that notice to correct the identified deficiency. Upon written request from CONTRACTOR documenting reasonable justification therefore, DISTRICT may agree to a thirty (30) Day extension of time for CONTRACTOR to correct the identified deficiency.

**23) EXPENSES**

DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing SES Services.

**24) TRANSPORTATION**

CONTRACTOR shall neither provide transportation nor subcontract for transportation services for SES Students.

## **25) INDEPENDENT CONTRACTOR**

a) CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor, and is not an agent, servant, employee or partner of DISTRICT. CONTRACTOR and CONTRACTOR Employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided to employees of DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, without limitation, State Unemployment Compensation or Workers' Compensation, disability insurance, vacation, or sick pay. CONTRACTOR shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S Employees.

### **b) SUBCONTRACTING**

CONTRACTOR shall submit written notification to DISTRICT before subcontracting services pursuant to this AGREEMENT. CONTRACTOR shall incorporate all of the provisions of this AGREEMENT in all subcontracts, to the fullest extent reasonably possible. CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each

subcontract. Such subcontractor's insurance shall comply with the insurance provisions contained in Section 8. Each subcontractor shall furnish DISTRICT with original endorsements affecting coverage required by Section 8.

### **c) CONFLICTS OF INTEREST**

CONTRACTOR shall give DISTRICT a copy of its current bylaws and a current list of its Board of Directors (or Trustees) and officers. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with DISTRICT that constitutes or may constitute a conflict of interest pursuant to Education Code Section 56042, including but not limited to employment with DISTRICT.

## **26) CONFIDENTIALITY OF STUDENT RECORDS**

CONTRACTOR shall keep all Student Records in a secure location and ensure the records are handled in accordance with the Family Educational and Privacy Rights Act ("FERPA") (20 U.S.C.A. Section 1232g) and California Education Code Section 49600 *et seq.* "Student Records" for purposes of this section, shall include "educational records" as defined by FERPA, and "pupil records" as defined by California Education Code Section 49601. 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 that itemizes the date, time, agency and identity of any individual accessing Student Records who is not in the direct employ of CONTRACTOR. CONTRACTOR shall not disclose to the public or forward to any person other than the Parent or the DISTRICT any Student Record, including, without limitation, the identity of any Student eligible for or receiving SES under this AGREEMENT, without the written consent of the Parent and DISTRICT. All DISTRICT Student Record(s) may only be accessed by: (a) the Student's Parent; (b) an individual to whom written consent has been executed by the Student's Parent; or (c) employees of DISTRICT or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. Upon termination of this AGREEMENT or cessation of SES, CONTRACTOR shall provide to DISTRICT, at CONTRACTOR'S sole expense, all Student Records for whom CONTRACTOR provided SES under this AGREEMENT.

## **27) FACILITIES**

CONTRACTOR shall not provide services on DISTRICT facilities unless, at its discretion, the DISTRICT approves such use under specific guidelines to be determined by the DISTRICT which would allow equitable access to all CONTRACTORS. If CONTRACTOR is permitted access to DISTRICT facilities, CONTRACTOR shall comply with Penal Code Section 627.1 *et seq.*, and DISTRICT procedures regarding visitors to school campuses, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on DISTRICT facilities. If CONTRACTOR'S access to a DISTRICT campus is pursuant to a lease or other document, CONTRACTOR shall comply with all DISTRICT requirements and policies regarding the leasing of facilities from DISTRICT.

a) DISTRICT authorizes CONTRACTOR to apply for the use of DISTRICT facilities to provide SES in accordance with the Civic Center Act, Education Code Section 38130 *et seq.* In accordance with Education Code Section 38134

subdivision (i), CONTRACTOR shall be liable for any injuries resulting from the negligence of CONTRACTOR in the use of DISTRICT facilities or grounds and shall bear the cost of insuring against its risk and bear the costs of defending itself against claims arising from those risks. Notwithstanding any other provision of law, this subsection may not be waived.

b) Upon CONTRACTOR'S submittal of an Application for Use of School Facilities Form, DISTRICT shall identify facilities available for use by CONTRACTOR, as determined in DISTRICT'S sole discretion, and DISTRICT may modify allocation of facilities at any time. CONTRACTOR shall pay DISTRICT the daily rate of Thirty Dollars (\$30) for the first hour and Fifteen Dollars (\$15) for each hour thereafter per classroom (including classroom furniture but, excluding computers and other equipment). CONTRACTOR shall pay actual custodial fees to be determined at time of request. CONTRACTOR shall pay DISTRICT for the use of DISTRICT facilities on a monthly basis, within thirty (30) Days of receipt of an Invoice from DISTRICT.

c) CONTRACTOR may use each allocated DISTRICT facility beginning immediately after school/teacher dismissal and ending contingent upon availability of custodial services, Monday through Friday, except Days on which DISTRICT facility is closed. CONTRACTOR shall not have access or use of any DISTRICT facilities other than those determined by DISTRICT pursuant to this section. DISTRICT representatives may at all times enter and inspect CONTRACTOR'S use of DISTRICT facilities.

d) CONTRACTOR shall remove all materials from DISTRICT'S facilities at the end of each day and DISTRICT shall in no way be responsible for any of CONTRACTOR'S items used or left behind in DISTRICT facilities.

e) If CONTRACTOR provides SES at DISTRICT facilities, CONTRACTOR shall comply with Penal Code Section 627.1 *et seq.*, regarding access to school premises and the DISTRICT'S procedures regarding visitors to the DISTRICT as well as any specific procedures of the campus being visited.

## **28) PARENTAL VISITS**

CONTRACTOR shall provide for reasonable Parental visits to instructional settings attended by Student, if consistent with the Student's Individual Educational Program ("IEP"). CONTRACTOR shall ensure that Parental visits are in agreement with court order, if any.

## **29) DISTRICT MONITORING**

a) CONTRACTOR shall allow access by DISTRICT or its representatives to its facilities for periodic monitoring of each DISTRICT Student's SES and shall invite DISTRICT or its representative to participate in the review of each Student's progress. DISTRICT shall have access to observe each DISTRICT Student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT Student's records and progress. Such access shall include unannounced monitoring visits.

b) CONTRACTOR shall participate in an annual review process as deemed appropriate by DISTRICT. This review will include, but not be limited to, programmatic aspects of the CONTRACTOR, compliance with relevant State and federal regulations, assessments of DISTRICT students, DISTRICT Student achievement growth, and AGREEMENT compliance.

c) DISTRICT may review and verify the CONTRACTOR'S SES Accountability Report.

d) CONTRACTOR shall participate in any reviews including, without limitation, self-reviews as required by law.

e) CONTRACTOR understands that the DISTRICT 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.

## **30) ACCESS TO CONTRACTOR RECORDS**

CONTRACTOR shall provide DISTRICT access to all records, or other matter relating to this AGREEMENT, upon DISTRICT request. CONTRACTOR shall maintain all such fiscal/accounting records for five (5) years and shall keep them available for DISTRICT audit. For purposes of this AGREEMENT, "records" shall include but not be limited to student records as defined by California Education Code Section 49061(b), cost data in sufficient detail to verify the annual operating budget in providing education services to the DISTRICT, and other documents used to record the provision of services.

### **31) ACCIDENT/INCIDENT REPORTING REGARDING DISTRICT STUDENTS**

a) CONTRACTOR shall complete a written accident report and provide it to DISTRICT within twenty-four (24) hours of any incident in which a DISTRICT Student has suffered an injury that requires medical attention of a licensed medical professional. CONTRACTOR shall complete a written accident report and provide it to DISTRICT when CONTRACTOR becomes aware of circumstances that require notification be made to other agencies. The circumstances may include, without limitation, allegations of molestation, child abuse, and injuries resulting from physical restraint.

b) CONTRACTOR assures DISTRICT that all CONTRACTOR'S Employees are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code Section 11166 *et seq.*

CONTRACTOR hereby agrees to provide annual training to all CONTRACTOR'S Employees regarding mandated reporting of child abuse and missing children. CONTRACTOR agrees that all CONTRACTOR Employees will abide by such notification laws in a timely manner. If an employee of CONTRACTOR who has a reporting obligation under applicable California law observes or has knowledge of an abuse, abandonment, abduction, isolation, financial abuse, or neglect of a pupil, or if a pupil reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or an employee of CONTRACTOR reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency. Documentation of training shall be provided to DISTRICT within thirty (30) Days of execution of this AGREEMENT. CONTRACTOR shall maintain confidential reports of suspected child abuse and general concerns regarding the health and safety of a Students that may impair the Student's SES program, including the need for mental health services, and in addition to all other mandatory reporting shall inform DISTRICT by facsimile or U.S. mail within twenty-four (24) hours of when CONTRACTOR becomes aware of those circumstances.

### **32) TERMINATION FOR CONVENIENCE**

a) DISTRICT may terminate this AGREEMENT in whole or in part at any time, for the DISTRICT'S convenience, upon written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

1) Immediately discontinue all services affected (unless the notice directs otherwise) and

2) Deliver to DISTRICT within fifteen (15) Days, all information and material as may have been involved in the provision of SES whether provided by DISTRICT or generated by CONTRACTOR in the performance of this AGREEMENT, whether completed or in process. Termination of this AGREEMENT shall be as of the date of mailing by DISTRICT of such notice.

3) When notice of termination is mailed via regular U.S. mail, postage prepaid, notice shall be deemed received three (3) Days after the date of mailing.

b) If the termination is for the convenience of the DISTRICT, CONTRACTOR shall submit a final Invoice within sixty (60) Days of termination, and the DISTRICT shall pay the CONTRACTOR the net amount for SES actually performed prior to the effective date of termination, less any amounts owed by CONTRACTOR to DISTRICT necessary to complete the services not performed by CONTRACTOR or correction of any default by CONTRACTOR.

c) CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

d) CONTRACTOR shall not submit intent to contract with DISTRICT for a period of two consecutive years following termination.

### **33) TERMINATION FOR DEFAULT**

a) The DISTRICT may, by written notice to CONTRACTOR, terminate this AGREEMENT in whole or in part at any time because of failure of CONTRACTOR to fulfill its contractual obligations, violation of any applicable rule, law, or statute, or the failure of CONTRACTOR to protect the health or safety of any Student DISTRICT may, in its sole

discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, CONTRACTOR shall:

- 1) Immediately discontinue all services affected (unless the notice directs otherwise) and
- 2) Deliver to DISTRICT all records, information and material as may have been involved in the provision of SES whether provided by DISTRICT or generated by CONTRACTOR in the performance of this AGREEMENT, whether completed or in process (unless the notice directs otherwise). Termination of this AGREEMENT shall be as of the date of mailing by DISTRICT of such notice.

This AGREEMENT may be terminated by DISTRICT immediately and without notice if CONTRACTOR has been removed for cause from the list of approved SES providers, or otherwise upon a determination by the California State Board of Education that CONTRACTOR does not qualify, or no longer qualifies for "provider" status under either Title 5 of the California Code of Regulations, Section 13075.2, or under Title 20 of the United States Code, Section 6316(e).

b) If termination is due to CONTRACTOR'S failure to fulfill its obligation under this AGREEMENT, the DISTRICT in its sole discretion may provide the SES by obtaining other services. In such instances, CONTRACTOR shall be liable to the DISTRICT for all reasonable costs or damages incurred by the DISTRICT. The expenses, costs, or damages incurred by the DISTRICT in completing the SES or any other costs or damages otherwise resulting from CONTRACTOR'S failure to fulfill its obligations shall be charged to the CONTRACTOR and DISTRICT in its sole discretion may deduct such costs from any sum due to CONTRACTOR. If such costs are in excess of the sum due to CONTRACTOR, then CONTRACTOR shall promptly pay the amount in excess to the DISTRICT upon receipt of a notice of amount due.

c) If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of the DISTRICT. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.

d) CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of the DISTRICT provided in this section are in addition to any rights and remedies provided by law or under this AGREEMENT.

#### **34) TERMINATION FOR INSOLVENCY**

DISTRICT may terminate this AGREEMENT in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated a bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) Days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

#### **35) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)**

By signing this AGREEMENT, CONTRACTOR certifies that CONTRACTOR and all of its principals:

- a) 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 public (Federal, State or local) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses numerated in paragraph (b) (above); and
- d) Have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State, or local) terminated for cause or default.

### **36) HOLD HARMLESS/INDEMNIFICATION**

a) CONTRACTOR shall and does hereby indemnify, defend, and hold harmless DISTRICT, and DISTRICT'S governing board, officers, administrators, employees, agents, independent contractors, subcontractors, consultants, and other representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that DISTRICT may incur or suffer and that arise, result from, on whole or in part, the negligent, wrongful, or willful acts or omissions of CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, or are related to this AGREEMENT or CONTRACTOR'S performance of our duty to perform any of the services, representations, warranties, and agreements contained in this AGREEMENT. Such obligations shall include, without limitation, CONTRACTOR'S duty to defend, indemnify and hold harmless DISTRICT'S performance or failure to perform any of its obligations under this AGREEMENT or any other default of the DISTRICT hereunder.

b) For purpose of this Section of this AGREEMENT, "claim" or "claims" mean any and all actions, suits, proceedings, hearings, investigations, charges, complaints, demands, causes of actions, injunctions, judgments, counts, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses and fees, including court costs, attorneys' fees and expenses, and specifically including any such fees and expenses incurred in connection with establishing the existence of a claim or the liability of the DISTRICT with respect thereto.

This indemnification shall survive termination of this AGREEMENT and /or final payment hereunder, and is in addition to any other rights or remedies that CONTRACTOR or DISTRICT may have under law and/or otherwise.

### **37) ASSIGNMENT**

The CONTRACTOR shall not assign this AGREEMENT, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior notification to and written consent of the DISTRICT, which may be granted or withheld in the DISTRICT'S sole and absolute discretion. Notification to the DISTRICT shall occur immediately. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this AGREEMENT by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring immediate notification to and the consent of the DISTRICT. Any assignment in contravention of this Section shall be void and no assignment shall relieve the assignor of any obligations under this AGREEMENT.

### **38) NONDISCRIMINATION**

Neither CONTRACTOR or any officer, agent, employee, servant or subcontractor of CONTRACTOR shall engage in unlawful discrimination in employment of persons or operation/implementation of its programs because of race, color, religious creed, national origin, ethnic group, ancestry, physical or mental disability, medical condition, marital or parental status, age, sex or sexual orientation of such persons or the perception of one or more of such characteristics, either directly, indirectly or through contractual or other arrangements. CONTRACTOR shall provide necessary accommodations for Students covered by IDEA, ADA, or Section 504 and for Students with limited English proficiency to receive appropriate services.

### **39) CONFIDENTIALITY**

a) Neither party shall, without the written consent of the other, communicate confidential information designated in writing or identified in this AGREEMENT as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. The provisions of this AGREEMENT shall survive the completion or termination of this AGREEMENT.

b) CONTRACTOR shall not publish or cause to be disseminated through any press release, public statement, marketing or selling effort any information which is related to this AGREEMENT or the services provided hereunder without prior written approval of DISTRICT. CONTRACTOR and its agents shall not disclose, use or sell to any party any information gained in the process of soliciting participants or providing SES under this AGREEMENT.

### **40) EMPLOYMENT WITH PUBLIC AGENCY**

CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which SES are actually being performed pursuant to this AGREEMENT.

### **41) ENTIRE AGREEMENT**

This AGREEMENT and any EXHIBITS attached hereto including the Cayen Scope of Service and each SLP constitute the entire AGREEMENT of the PARTIES relating to the services, rights, obligations and covenants contained herein and assumed by the PARTIES, and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated. No inducements, representations or promises have been made, other than those recited in this AGREEMENT. No oral promise, modification, change or inducement shall be effective or given any force or effect. DISTRICT may modify or amend this AGREEMENT, without CONTRACTOR'S consent, to conform to changes in Federal and/or State laws and/or regulations. Any conflict between the AGREEMENT and the Cayen Scope of Service or an SLP shall be resolved in favor of the AGREEMENT.

### **42) AMENDMENT; NON WAIVER**

a) This AGREEMENT may be amended or modified only by written amendment executed by both PARTIES to this AGREEMENT.

b) No terms or provisions of this AGREEMENT will be deemed waived by the DISTRICT and no breach by the CONTRACTOR excused, unless such waiver or consent is in writing and signed by the DISTRICT. Any consent by the DISTRICT to or waiver of a breach by the CONTRACTOR, whether express or implied, shall not constitute consent to or waiver of any other breach. The failure by the DISTRICT to exercise any right provided for under this AGREEMENT will not be deemed a waiver of that right or any other right hereunder.

### **43) TIME OF ESSENCE**

The PARTIES hereby expressly declare that time is of the essence of this AGREEMENT and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this AGREEMENT.

### **44) NOTICE**

All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given by: (a) U.S. mail, mailed either by registered or certified mail, return receipt requested (b) by personal service, or (c) by overnight delivery services. Notice shall be effective upon receipt if personally served. Notice sent by overnight delivery services shall be effective the business day next following delivery thereof to the overnight delivery service. Notice shall be deemed to have been given, served, and received if given in writing and deposited in the U.S. mail, registered or certified mail, on the third day after deposit in any U.S. Post Office



mailbox. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:	CONTRACTOR:
Elaine Janson- Assistant Supt. of Business Services	Francisco Gutierrez / Project Manager
Sierra Sands Unified School District	#1 Academia de Servicio de Tutoria (S.U.S. Inc.)
113 Felspar	2550 Corporate Place C108
Ridgecrest, CA 93555	Monterey Park, Ca. 91754

#### 45) SEVERABILITY

If any term, condition or 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 and effect, and shall not be affected, impaired or invalidated in any way.

#### 46) ATTORNEY FEE/COSTS

Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each PARTY shall bear its own attorney's fees.

#### 47) GOVERNING LAW/VENUE

The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Kern County, California. This AGREEMENT is made in and shall be performed in Kern County, California.

#### 48) CAPTIONS AND INTERPRETATION

Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.

#### 49) SIGNATURE AUTHORITY

Each PARTY has the full power and authority to enter into and perform this AGREEMENT and the person signing this AGREEMENT on behalf of each PARTY has been properly authorized and empowered to enter into this AGREEMENT.

IN WITNESS WHEREOF each PARTY to this AGREEMENT has signed this AGREEMENT upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this AGREEMENT.

EXECUTED this 24th day of October, 2012

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

\_\_\_\_\_  
Joanna Rummer- Superintendent

By:

Francisco Gutierrez  
Name/Title  
SSN or Tax ID # 27-1332524  
Date 10/24/12

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Supplemental Educational Services Providers  
Confirmation of Contract Received  
2012-2013**

(CONTRATOR Name) H1 Academia de Servicio de Tutoria verifies that CONTRATOR or its agent attended the District's mandatory meeting on **October 10, 2012** and Cayen Webinar training on **October 10, 2012**. Contractor representatives shall assure information is delivered to and communicated with Contractor and its Employees.

TO BE SIGNED AT THE MANDATORY MEETING BY ATTENDEE AND DISTRICT:

Confirmation of Attendance at District Mandatory Meeting				
Name	Title/Position	Signature	Date	District
Vanessa Priest	Coordinator	<i>Vanessa Priest</i>	10/10/12	<i>Sam H. Hall</i>

TO BE SIGNED AT THE MANDATORY MEETING BY ATTENDEE AND DISTRICT:

Confirmation of Contract Received from District				
Name	Title/Position	Signature	Date	District
Vanessa Priest	Coordinator	<i>Vanessa Priest</i>	10/10/12	<i>Sam H. Hall</i>

TO BE SIGNED BY THE OWNER/CEO AFTER THE CONTRACTOR OR AGENT HAS ATTENDED THE MANDATORY MEETING:

Confirmation that Contract and Information is delivered to Owner/CEO and all employees involved with District Supplemental Educational Services are informed of Contractual Information for 2012-2013.			
Name	Title/Position	Signature	Date
Francisco Gutierrez	National Project Manager	<i>[Signature]</i>	10/24/12

THIS COMPLETED DOCUMENT IS TO BE RETURNED AS EXHIBIT "A"  
IN THE INDEPENDENT CONTRACTOR AGREEMENT FOR SUPPLEMENTAL EDUCATION SERVICES.

## SES Provider Scope of Service - General Information

**Name of Provider**

Syntesys Educational Services, Inc. DBA: #1 Acad

**Local Contact Person**

Angie Salcedo

**Address**

2550 Corporate Place, Suite 108

**City**

Monterey Park

**State**

CA

**Zip Code**

91754

**Phone**

(800) 293-3091 ext. 213

**Fax**

(323) 526-4632

**E-mail**

angie.academictutoringservice@gmail.com

**Website**

www.academiadeserviciodetutoria.com

**Estimated Start Date for Services**

1/7/2013

**Corporate Contact Person**

Francisco Gutierrez

**Address**

2550 Corporate Place, Suite 108

**City**

Monterey Park

**State**

CA

**Zip Code**

91754

**Phone**

800-293-3091 Ext. 201

**Fax**
**E-mail**

info@academiadeserviciodetutoria.com

**Do you make accommodations or modifications for students with disabilities?**

Yes

**Do you individualize your curriculum for special needs students?**

Yes

**Will transportation be provided TO the tutoring program?**

No

**Will transportation be provided FROM the tutoring program?**

No

**Comments:**

N/A

**Provider Description**

#1 Academia de Servicio de Tutoria provides individual and group tutoring one to two hours a day to students enrolled in grades K-12 in the subject areas of reading, writing and mathematics. We have experience working with diverse populations, students with special education, English language learner, and 504 students. We provide services after school, weekends, community centers and public libraries. All tutors will be fully background checked by the state and FBI and will either be a licensed teachers or paraprofessionals.

**What qualifications or experience are required for staff members who provide direct tutoring services to students?**

All applicants must have an associates degree or a minimum of 60 college units completed, 12 of which must specifically pertain to education and a minimum of one year of experience in a educational field interacting with students grades K-12.

**What kind of experience do you have serving students in smaller rural districts? Explain.**

#1 Academia de Servicio de Tutoria has more then 6 years of SES experience.

**Are your math and reading curricula aligned to the state standards?**

Our California state-adopted instructional materials for ELA and Math in grades K12 include those published by Glencoe/McGraw-Hill; Harcourt School Publishers; and Houghton Mifflin. These instructional materials are aligned to CCCCS.

**What is your plan for 80% student retention?**

Our tutors fill out monthly progress reports and document students sessions on our database OaSES which address issues with discipline, lack of participation and lack of attendance during tutoring sessions. The tutor will then hold a meeting with the parent to discuss the report and a copy of the report is given to the parent and school district. If issues with attendance continues then the Program coordinator, tutor and parent will hold a meeting to attempt to resolve the issue at hand. A final meeting will be held with the provider, parent and school district if the issue is not resolved.

**What type of Pre and Post testing will you use to measure student progress?**

We will use the Achieve Pre and Post Assessment

**What are the student responsibilities outside of class?**

To attend tutoring during regular scheduled time.

**What are the parent responsibilities?**

To make sure the student is dropped off during scheduled tutoring sessions and picked up upon completion of tutoring.

**How and how often will you communicate child outcomes and ongoing progress to parents?**

Tutors log into our secure database, OaSES, to record notes regarding student progress, advancement, setbacks, and behavioral issues at the end of each tutoring session. This daily tracking of student progress allows for an efficient and progress-based approach to the tutoring process and enables our management staff to carefully monitor each student.

Our management team will schedule an in person meeting with the parent if there is major or continuous concern regarding the student's progress. Students will be provided with Monthly Progress Reports by the tutor as well.

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**Supplemental Educational Service Providers**  
**CDOJ/FBI/TB Clearance and Personnel Training Affidavit**  
**2012-2013**

I, Francisco Gutierrez, an authorized representative of #1 Academia de Servicio de Tutoria (SES INC.) (CONTRACTOR). I certify under penalty of perjury that pursuant to Education Code section 45125.1, the required criminal background check(s) of **all** persons, including staff, volunteers, and any other who will be in contact with District students, has been conducted. I affirm that the California Department of Justice (CDOJ) or the Federal Bureau of Investigation (FBI) has reported that none of those persons listed below as having been convicted of a serious or violent felony as specified in Penal Code section 667.5(c) and/or 119.7(c). *Contractor Employees who do not live in the United States and whose criminal records are not available to the FBI through their home countries cannot be cleared to work with District students.*

I further certify that the persons listed below have been cleared by medical personnel as not being a carrier of contagious tuberculosis (TB) and have submitted current testing results. *(Contractor Employees who provide services via phone or the Internet do not need the TB clearance.)*

I hereby certify that, pursuant to Title 5 of the California Code of Regulations, Section 10375.8, the persons named below meet state qualifications to provide SES tutoring and have received the required professional development/training.

The persons listed below are currently employees or volunteers of Contractor and have been trained in using the specific program and materials utilized by Contractor. These persons have submitted to and received fingerprint clearance by the CDJ and FBI.

	Full Name of Tutor	FBI	DOJ	TB	Major/Degree Earned; License/Credential/Experience in ELA or Math (describe fully)	Years of Experience	Telephone #
	Ex: Jane Doe	X	X	X	College/English/BA-----	10	(760) 555-5555
	Ex: Jon Smith	X	X	X	Instructional Aide, Grades 3-6/ ELA	3	(760) 555-1234
1	Lauren Rivera	X	X	X	B.A./English	1	(323) 693-6043
2	Stephen Winkler	X	X	X	B.A./English - Math	6	(661) 600-3914
3							
4							
5							
6							
7							

I agree to keep this list current and to submit an addendum when any changes in status occurs or additional personnel, including substitute tutors, are added. I understand that any personnel not cleared with the Sierra Sands Unified School District cannot work with a student until the District receives this form. Furthermore, I understand that any substitute or new hire cannot work with a student without PRIOR clearance from the District, accomplished by submitting another CDOJ/FBI/TB Clearance Statement immediately to the District. A new CDOJ/FBI/TB Clearance Statement will be submitted on an annual basis. Failure by the Contractor to meet this requirement will result in the District evoking its Right to Withhold Payment as agreed to by the Contractor in **Section 22** of this contract.

My signature indicates my acknowledgement to abide by these conditions pursuant to Title 5 of the California Code of Regulations, Section 10375.8, and further outlined in **Section 7** of this AGREEMENT.

Signature (Owner/Authorized Representative)

Date

Name (Print) Francisco Gutierrez



**Sierra Sands Unified School District**  
**SES Provider Qualifications 2012-2013**  
**Employee Competency in Cayen Verification**

(CONTRACTOR NAME) #1 Academia de Servicio de Tutoria verifies that staff members are trained in Cayen Systems and can complete the required Cayen components required for SES implementation.

**I. Listed below are the staff names competent in completing the following:**

**BUSINESS COMPONENTS OF CAYEN**

- Enrollment
- Attendance
- Withdrawal of student(s)
- Invoices

Name	Title/Position	Address	Contact Number	Email Address
Angelica Salcedo		2550 Corporate Pl. C108 Monterey Park CA 91754	(800) 293-3091 ext. 213	angie.academic- tutoringservice@ gmail.com

**II. Listed below are the staff names competent in completing the following:**

**INSTRUCTIONAL COMPONENTS OF CAYEN**

- Student Learning Plan (SLP)
- Monthly Parent progress reports
- All items in Section 14, 15, and 16 of this Agreement
- Post-assessment data submission in SLP

Name	Title/Position	Address	Contact Number	Email Address
Angelica Salcedo		2550 Corporate Pl C108 Monterey Park, CA 91754	(800) 293-3091 ext. 213	angie.academic- tutoringservice @gmail.com

**III. Listed below is the name and contact information of the CONTRACTOR's designated**  
**PROGRAM MONITOR**

- Resides in the State of California;
- Supervises the work of the teachers and tutors
- Provides access to on-going staff development for teacher and tutors

Name	Title/Position	Address	Contact Number	Email Address
Angelica Salcedo		2550 Corporate Pl C108 Monterey Park, CA 91754	(800) 293-3091 ext. 213	angie.academic- tutoringservice @gmail.com

Authorized Signature of SES Representative

(Printed Name)

Francisco Gutierrez

Date

10/24/12



**INDEPENDENT CONTRACTOR AGREEMENT**

**FOR**

**SUPPLEMENTAL EDUCATIONAL SERVICES,**

**2012-2013**

**BETWEEN THE**

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**AND**

*Basic Educational Services Team, Inc.*

## TABLE OF CONTENTS

1) PURPOSE .....	1
2) CONTRACTOR'S SERVICES .....	1
3) MATERIALS .....	2
4) ORIGINALITY OF SERVICES AND MATERIALS .....	2
5) ONLINE OR COMPUTERIZED SERVICES .....	2
6) COMPLIANCE WITH LAWS, STATUTES, REGULATIONS .....	2
7) CONTRACTOR CLEARANCE REQUIREMENTS .....	3
8) INSURANCE .....	4
9) TERM OF AGREEMENT .....	4
10) DEFINITIONS .....	4
11) CAYEN SYSTEMS ACADEMICS PLUS WEB-BASED SES TRACKER ("CAYEN") .....	5
12) ENROLLMENT PROCEDURES/TIMELINE .....	5
13) INCENTIVES .....	6
14) CAYEN GENERATED STUDENT LEARNING PLAN (SLP) .....	7
15) CAYEN PROGRESS REPORTS TO PARENTS AND DISTRICT .....	7
16) POST-ASSESSMENT REPORT TO PARENTS AND DISTRICT .....	8
17) COMPENSATION/PAYMENT PROCEDURES .....	8
18) STUDENT ATTENDANCE RECORDS .....	9
19) PAYMENT FOR ABSENCES .....	9
20) DISTRICT STUDENT CHANGE OF ENROLLMENT .....	10
21) WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM .....	10
22) RIGHT TO WITHHOLD .....	10
23) EXPENSES .....	10
24) TRANSPORTATION .....	10
25) INDEPENDENT CONTRACTOR .....	11
26) CONFIDENTIALITY OF STUDENT RECORDS .....	11
27) FACILITIES .....	11
28) PARENTAL VISITS .....	12
29) DISTRICT MONITORING .....	12
30) ACCESS TO CONTRACTOR RECORDS .....	12
31) ACCIDENT/INCIDENT REPORTING REGARDING DISTRICT STUDENTS .....	13
32) TERMINATION FOR CONVENIENCE .....	13
33) TERMINATION FOR DEFAULT .....	13
34) TERMINATION FOR INSOLVENCY .....	14
35) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85) .....	14
36) HOLD HARMLESS/INDEMNIFICATION .....	15
37) ASSIGNMENT .....	15
38) NONDISCRIMINATION .....	15
39) CONFIDENTIALITY .....	16
40) EMPLOYMENT WITH PUBLIC AGENCY .....	16
41) ENTIRE AGREEMENT .....	16
42) AMENDMENT; NON WAIVER .....	16
43) TIME OF ESSENCE .....	16
44) NOTICE .....	16
45) SEVERABILITY .....	17
46) ATTORNEY FEE/COSTS .....	17
47) GOVERNING LAW/VENUE .....	17
48) CAPTIONS AND INTERPRETATION .....	17
49) SIGNATURE AUTHORITY .....	17
EXHIBIT "A"- Confirmation of Contract Received .....	18
EXHIBIT "B"- Cayen Scope of Service .....	19
EXHIBIT "C"- Student Learning Plan (SLP) .....	20
EXHIBIT "D"- CDOJ/FBI/TB Clearance and Personnel Training Affidavit .....	21
EXHIBIT "E"- Employee Competency in Cayen Verification .....	22
EXHIBIT "F"- Cayen Progress Report .....	23
EXHIBIT "G"- Individualized Cover Letter to Parents .....	24
EXHIBIT "I"- Cayen Activity Roster .....	26



**INDEPENDENT CONTRACTOR AGREEMENT FOR  
SUPPLEMENTAL EDUCATIONAL SERVICES 2012-2013  
BETWEEN THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
AND**

*Basic Educational Services Team, Inc.*

---

**1) PURPOSE**

This Independent Contractor Agreement ("AGREEMENT") is entered into this 15 day of November, 2012, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and Basic Educational Services Team, Inc. ("CONTRACTOR"), a Supplemental Educational Services (SES) Provider, for the purpose of providing Supplemental Educational Services ("SES" or "Supplemental Educational Services" as defined in Section 10 (a) to all eligible DISTRICT Students whose Parents choose CONTRACTOR under the No Child Left Behind Act ("ACT")(20 U.S.C. Section 6316(e)). Section 6301 et seq., Title 34 of the Code of Federal Regulations, Section 200.30 et seq., and Title 5 of the California Code of Regulations, Section 13075 et seq. DISTRICT and CONTRACTOR are hereinafter collectively referred to as the "PARTIES". The DISTRICT will not pay CONTRACTOR for provision of SES to any DISTRICT Student unless and until the DISTRICT Governing Board ("Board") approves this AGREEMENT for provision of SES by CONTRACTOR.

**2) CONTRACTOR'S SERVICES**

- a) CONTRACTOR shall be certified or otherwise approved by the California Department of Education ("CDE") as a SES provider. This AGREEMENT shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term (as defined below) of this AGREEMENT.
- b) This AGREEMENT may be terminated by DISTRICT immediately and without notice if CONTRACTOR has been removed for cause from the list of approved SES, or otherwise upon a determination by the California State Board of Education that CONTRACTOR does not qualify, or no longer qualified for "provider" status under either Title 5 of the California Code of Regulations, Section 13075.2, or under Title 20 of the United States Code, Section 6316(e).
- c) SES provided under this AGREEMENT shall be consistent with CONTRACTOR'S program as described in CONTRACTOR'S SES Provider Request for Application ("RFA") to the CDE. CONTRACTOR represents that the CDE has approved and/or certified CONTRACTOR'S final RFA and approved CONTRACTOR as a SES provider for Fiscal Year 2012-2013 as shown on the CDE list of SES providers at: <http://www.cde.ca.gov/ta/ac/ti/ap/sspsearch.aspx>. CONTRACTOR shall provide DISTRICT with a current copy of the RFA as required in the RFA's Assurances before this AGREEMENT is approved by DISTRICT Board. All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological and will be aligned with applicable state adopted academic content standards.
- d) CONTRACTOR or its agent shall attend the DISTRICT's mandatory meeting and Cayen training on the dates and at the times to be announced to obtain required Contract and Cayen information. CONTRACTOR shall submit Confirmation of Contract Received, **EXHIBIT "A"**, to confirm receipt of information and attendance at meeting. CONTRACTOR shall also submit written verification of employee competence in using Cayen for **both** instructional and business components, in the form appended to this AGREEMENT as Employee Competency Verification in Cayen, **EXHIBIT "E"**.
- e) CONTRACTOR shall utilize the Cayen Systems Academics Plus web-based program ("Cayen") to generate a Cayen Scope of Service in the form appended to this AGREEMENT as Cayen Scope of Service, **EXHIBIT "B."**
- f) CONTRACTOR shall submit to DISTRICT a signed, DISTRICT-approved Cayen generated Student Learning Plan ("Cayen SLP") as defined in Section 14 for each DISTRICT Student served for the first time during that calendar month by CONTRACTOR. CONTRACTOR shall provide all SES specified in Student's Cayen SLP.

g) CONTRACTOR shall deliver RFA-approved SES utilizing personnel who have successfully completed CONTRACTOR-provided instructional training aligned directly to the RFA and Cayen Scope of Service.

### **3) MATERIALS**

CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete SES to be provided pursuant to this AGREEMENT.

### **4) ORIGINALITY OF SERVICES AND MATERIALS**

CONTRACTOR agrees that all curricula, lesson plans, technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source. CONTRACTOR shall indemnify, hold harmless and defend DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability for damages which may arise from the furnishings or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

### **5) ONLINE OR COMPUTERIZED SERVICES**

- a) If CONTRACTOR is furnishing SES primarily via the internet and/or by use of computer software, before CONTRACTOR may begin providing any SES contemplated by this AGREEMENT, CONTRACTOR will present a demonstration to DISTRICT at a time and in a location scheduled by DISTRICT, of the operation and utility of the hardware and software for instruction and billing. DISTRICT may withhold Student placement with CONTRACTOR until this presentation takes place and DISTRICT reviews the manner in which SES will be provided and approves the manner in which SES is billed.
- b) If CONTRACTOR is furnishing a computer or other hardware and/or software, or arranging a connection to the internet, for students or their families under this AGREEMENT, the CONTRACTOR shall provide written confirmation that the computer or other hardware and/or software or internet connection has been delivered and is fully functional upon DISTRICT's request. Should the Student's parent subsequently advise DISTRICT that the computer, other hardware, software or internet connection is not functioning, DISTRICT may withhold payment until verification that functionality has been restored.
- c) If CONTRACTOR provides connection to the internet, CONTRACTOR shall not charge the parent or the DISTRICT, or require the parent to pay with or without reimbursement for internet connection or fees.

### **6) COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

- a) CONTRACTOR agrees to comply strictly with all federal, State and local laws, including, without limitation, applicable health, safety, and civil rights laws, rules, regulations, and ordinances. CONTRACTOR shall provide high quality and research-based SES for eligible DISTRICT Students pursuant to the ACT and California Education Code Sections 12001 and 33031, and Title 5, California Code of Regulations, Sections 13075.1 *et seq.*
- b) CONTRACTOR agrees to: 1) comply strictly with all DISTRICT procedures concerning staffing requirements, enrollment, tutoring timelines, Cayen SLP, Cayen generated progress reports, Cayen attendance reporting and billing requirements; 2) comply strictly with DISTRICT policies, rules and regulations that are now or may in the future become applicable to CONTRACTOR for services covered by this AGREEMENT or accruing out of the performance of such services; and 3) provide SES that is secular, neutral and non-ideological in instruction and content.
- c) CONTRACTOR shall maintain and adhere to its own written procedures for responding to Parent complaints. These procedures shall include, but are not limited to, providing the DISTRICT and Parents with appropriate information (including complaint forms) for the following:
  - 1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations Section 4600 *et seq.*;
  - 2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations Section 4600, subdivision (a);

- 3) Sexual Harassment Policy, California Education Code, Section 231.5, subdivisions (a), (b), and (c);
- 4) Title IX Student Grievance Procedure, Title IX 34 CFR 106.8, subdivisions (a) and (d) and 106.9, subdivision (a), and any other policies required by law.
- d) CONTRACTOR shall provide written documentation of these procedures and forms to the DISTRICT in the Cayen Scope of Service prior to the DISTRICT release of confidential student data to the CONTRACTOR.

## 7) CONTRACTOR CLEARANCE REQUIREMENTS

- a) CONTRACTOR, at its sole expense, shall comply with the requirements of California Education Code Sections 45125.1, 35021.1, and 35021.2; Title 5, California Code of Regulations Section 13075.2. These requirements include, but are not limited to: obtaining clearance from both the California Department of Justice ("CDOJ") and the Federal Bureau of Investigation ("FBI"), and obtaining a tuberculosis (TB) clearance for CONTRACTOR'S employees, volunteers, and subcontractors ("Contractor's Employees") prior to providing SES to any DISTRICT Student. Such CDOJ and FBI clearances shall include a determination that any such person has not been convicted of or pleaded nolo contendere to a violent or serious felony as those terms are defined in California Education Code Section 44237(h), unless despite the person'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). In addition, CONTRACTOR will not employ anyone who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code Section 44010, or to a felony that would disqualify that person from employment pursuant to Education Code Section 44237. Additionally, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2 with respect to each such person. CONTRACTOR shall not allow SES to be provided to any DISTRICT Student by any person whose criminal background has not been verified in the manner described above.
- b) Prior to the commencement of tutoring, CONTRACTOR shall file with the DISTRICT an affidavit in the form appended as CDOJ/FBI/TB Clearance and Personnel Training Affidavit, **EXHIBIT "D."** The affidavit, to be signed under penalty of perjury, asserts that the CONTRACTOR has completed the following procedures for each of the CONTRACTOR'S Employees and that each of CONTRACTOR'S Employees has passed a background check (a) and fingerprint analysis by the CDOJ and FBI and (b) obtained TB clearances. CONTRACTOR'S Employees who do not live in the United States and whose criminal records are not available to the FBI through their home countries cannot be cleared to work with DISTRICT Students. CONTRACTOR Employees who provide tutoring services via telephone or the internet do not require TB clearance. CONTRACTOR shall certify in writing to DISTRICT the CONTRACTOR has at all times complied with this section of the AGREEMENT. Under no circumstances may a tutor be in contact with a student, at the school building or any other site (including in-home tutoring or online tutoring) tutoring a child without an updated CDOJ/FBI/TB Clearance and Personnel training affidavit on file with the DISTRICT. Tutors must be cleared with the DISTRICT before they can tutor a student, **NO EXCEPTIONS**. It is the CONTRACTORS responsibility to provide an updated form to the DISTRICT in advance of the tutoring. Failure to follow these guidelines will result in the DISTRICT exercising its Right to Withhold Payment, Section 22, or immediate Termination for Convenience, Section 32 of this AGREEMENT. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, on-line, home, and/or individualized instruction or related services are qualified in the area in which the individuals are providing SES. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the services or are otherwise qualified to provide the service.
- c) CONTRACTOR shall provide DISTRICT with updated information regarding status of CONTRACTOR Employees' licenses, credentials, etc. each month in the manner indicated in CDOJ/FBI/TB Clearance and Personnel Training Affidavit, **EXHIBIT "D,"** which shall be provided to DISTRICT prior to commencement of SES. CONTRACTOR shall monitor the status of licenses, credentials, permits or other documents for all CONTRACTOR Employees who provide SES to students. If the CONTRACTOR has not submitted to the DISTRICT the CDOJ/FBI/TB Clearance and Personnel Training Affidavit, **EXHIBIT "D"** for an employee prior to the date of the first tutoring session the CONTRACTOR cannot bill the DISTRICT for tutoring services performed prior to the receipt of **EXHIBIT "D"**.

d) CONTRACTOR shall provide the name, title, and contact information of its Designated Program Monitor as described in Title 5 of the California Code of Regulations, Section 13075.8(d). This information shall be included on **EXHIBIT "E"**, Employee Competency Verification, and updated with the DISTRICT whenever there is a change.

## 8) INSURANCE

CONTRACTOR shall have and maintain during the Term (as defined below) of this AGREEMENT, at CONTRACTOR'S expense:

- a) A commercial general insurance liability policy with limits of Two Million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage. An automobile insurance liability policy with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. Each policy shall be in a form acceptable to the DISTRICT to protect DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to each policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than ten (10) Days from execution of this AGREEMENT by DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance in a form satisfactory to DISTRICT evidencing all coverages and endorsements required hereunder including thirty (30) Day written notice to DISTRICT of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy and to provide the DISTRICT with an endorsement acceptable to the DISTRICT evidencing this coverage.
- b) Worker's Compensation Insurance and Employers' Liability Insurance for all of CONTRACTOR's Employees performing any portion of the SES. In accordance with provisions of Section 3700 of the California Labor Code, the CONTRACTOR shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the SES under this AGREEMENT are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the SES.

## 9) TERM OF AGREEMENT

The term of this AGREEMENT shall begin on the date following the approval of this signed AGREEMENT by the Sierra Sands Unified School District Board of Trustees and end on June 30, 2013 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 19, 2013**. Password access to CAYEN system shall terminate at the end of the last billing cycle.

## 10) DEFINITIONS

The following definitions shall apply for purposes of this AGREEMENT:

- a) "Supplemental Educational Services" or "SES" means additional academic instruction designed to increase the academic achievement of Students in schools in need of improvement. These services may include academic assistance such as tutoring, remediation and other educational interventions, provided that such approaches are consistent with the content and instruction used by the DISTRICT and are aligned with the State's academic content standards. SES must be provided outside of the regular school day. Pursuant to the goals of the DISTRICT and the ACT, SES must be high quality, research-based, and specifically designed to increase the academic achievement of eligible students and attain proficiency in meeting California's achievement standards.
- b) The term "Parent(s)" means the natural Parent, adoptive Parent, Parent surrogate, legal guardian, or any other adult granted educational decision making rights by the natural or adoptive Parent or a court of competent jurisdiction.
- c) The term "Days" means calendar days unless otherwise specified.
- d) The times referred to in this AGREEMENT are based on the current time recorded in Ridgecrest, California.
- e) The phrase "Billable Time" means academic instructional time meeting the requirements for payment under this AGREEMENT.

- f) The phrase "Home School" means a DISTRICT Student's actual school of attendance identified on the Cayen Student list or on the registration form.
- g) The term "Incentive" means any up front monetary or material gifts valued at more than Two Dollars (\$2) given to Parents or Students to encourage them to choose a specific provider to provide SES to their child and Incentives valued at or above Five Dollars (\$5) each or Fifty Dollars (\$50) in the aggregate used within a provider's program to encourage Students to reach certain achievement or attendance levels AFTER they have begun service. Acceptable Incentives are such items as pencils, pens, magnets, etc., in any marketing information or other explanation, either verbally or in writing, and in the delivery of services. CONTRACTOR may not offer to Parent(s) and/or Students Incentives valued at more than Five Dollars (\$5) each or Fifty Dollars (\$50) in the aggregate per Student as achievement and/or attendance Incentives once the Student has signed up for CONTRACTOR'S services.
- h) The term "Contractor's Employee" refers to any representative, employee, staff member, subcontractor, or volunteer who provides SES to a Student on behalf of CONTRACTOR.
- i) The term "Student" shall refer to a child from a low-income family as determined by the DISTRICT for purposes of allocating funds under the ACT enrolled in a DISTRICT school that is currently under the ACT'S Program Improvement Status year two (2) and beyond.
- j) The term "Student Record" means any item of information that is directly related to an identifiable Student and maintained by the DISTRICT or required to be maintained by CONTRACTOR or CONTRACTOR'S Employee in the performance of his/her duties. A Student Record may be recorded in handwriting, print, computer media, video or audio tape, film, microfilm, microfiche or by other means. The Student Record may include the pupil's health record (Education Code Section 49061 and 49062, Title 5, California Code of Regulations, Section 430, and Title 34. Code of Federal Regulations, Section 99.3). Any information maintained for the purpose of second party review is considered a Student Record (Title 5, California Code of Regulations, Section 430).

## **11) CAYEN SYSTEMS ACADEMICS PLUS WEB-BASED SES TRACKER ("CAYEN")**

- a) CONTRACTOR agrees to utilize Cayen to generate the following documents, including but not limited to:
- Cayen Scope of Service
  - Cayen SLP (including pre- and post-assessments scores and dates)
  - Monthly Cayen Invoice (billing of SES)
  - Monthly Student Activity Roster (attendance with signatures and locations)
  - Monthly Student Progress Reports/Individualized Cover Letters to Parents
  - Request for Student withdrawal from SES with thorough explanation
- b) CONTRACTOR shall provide its own computer(s) that meets system requirements for use of Cayen as specified in the "Technical Requirements" section of the Cayen Handbook.
- c) CONTRACTOR may upload data into Cayen for a fee to be established by Cayen. Uploaded data must be received by DISTRICT guidelines. Uploaded data must be accurate, aligned to DISTRICT required documentation and not alter Cayen formats or system.
- d) CONTRACTOR submit written verification of employee competence in using both Cayen instructional and business components, in the form attached to this AGREEMENT as **EXHIBIT "E"**.

## **12) ENROLLMENT PROCEDURES/TIMELINE**

- a) CONTRACTOR or CONTRACTOR'S Employees or anyone working on CONTRACTOR'S behalf shall not alter SES enrollment forms at any time or for any reason.
- b) CONTRACTOR or CONTRACTOR'S Employees shall not enter any DISTRICT campus, DISTRICT sponsored activity, or contact school employees for SES Student recruitment purposes at any time except when participating in a DISTRICT hosted SES Provider Fair or as directed after Student lists have been received.
- c) CONTRACTOR shall provide to DISTRICT a sample of any advertising materials, including but not limited to: letters, flyers, or brochures for approval prior to distribution.
- d) DISTRICT informational flyer describing all options for SES shall accompany all approved CONTRACTOR advertising materials when promoting CONTRACTOR's SES.

- e) CONTRACTOR shall abide by the DISTRICT'S Provider Fair guidelines.
- f) Upon receipt of SES applications, DISTRICT shall input Student enrollment information into Cayen.
- g) Password protected Parent(s) contact information and Student achievement data will be released to CONTRACTOR via Cayen after approval of the AGREEMENT by the Board according to SES timelines.
- h) CONTRACTOR shall contact Parent(s) within fifteen (15) Days after release of the Cayen password allowing access to Parent(s) contact information and Student achievement data. CONTRACTOR shall enter parent contact information/dates into the Cayen system on or before the fifteenth day after the DISTRICT release of Student data. Commencing on the sixteenth day the DISTRICT shall reassign any STUDENT without Parent(s) contact information/dates entered into the Cayen system to another SES provider.
- i) CONTRACTOR shall schedule and administer Student pre-assessment within forty-five (45) Days of release of Student achievement data via Cayen. CONTRACTOR shall generate, submit and enter DISTRICT approved Cayen SLP'S in Cayen system prior to the start of tutoring.
- j) Commencing at 10:01 a.m. February 20, 2013 DISTRICT shall reassign any STUDENT without a DISTRICT approved SLP. DISTRICT Students shall be reassigned to a SES provider chosen by the Parents that has met all DISTRICT requirements. CONTRACTOR shall, within thirty (30) Days of receipt of reassigned Student(s) contact Parent(s), schedule and administer pre-assessment and submit a SLP in Cayen for DISTRICT approval.
- k) Tutoring session must begin within 15 Days after DISTRICT approval of the Cayen SLP. (The only exception is Winter Break). Schedules for the provision of SES must match the approved SLP. Students will be reassigned to another SES provider if attendance records are not present in the Cayen system within fifteen days after DISTRICT approval of the Cayen SLP.
- l) CONTRACTOR shall begin tutoring for all Students no later than **February 20, 2013**. Commencing on, March 7, 2013, Students will be reassigned to another SES provider if attendance records are not present in the Cayen system.
- m) CONTRACTOR shall create Student tutoring groups not exceeding the Student teacher ratio stated in the Cayen Scope of Service and RFA.
- n) CONTRACTOR shall not submit Billable Time to DISTRICT for dates prior to the DISTRICT'S approval of each Cayen SLP.
- o) CONTRACTOR shall consult with Parent on each SLP prior to the Tutoring Start Date. Each SLP requires Parent signature or three (3) attempts to obtain parents' signature using at least two different means of communication with dates of each attempt and means to be entered into Cayen prior to the Tutoring Start Date.
- p) CONTRACTORS that meet the above timeline may participate in the second window of SES applications if offered. A second letter of intent will be sent to the eligible CONTRACTORS.
- q) Pending available funds, a second window of SES applications may be offered. Deadlines to contact Parents, schedule and administer pre-assessment, and submit SLP in Cayen for DISTRICT approval will follow the same timeline that is used for the receipt of new Students as described in this section.

### **13) INCENTIVES**

- a) The CONTRACTOR shall not provide any Incentive valued at over Two Dollars (\$2) per Student to Parent(s) or Students to encourage signing up for 'SES services or to encourage any other Student or Parent(s) to sign up for CONTRACTOR'S services.
- b) The CONTRACTOR shall not provide any Incentives valued at or above Five Dollars (\$5) each or Fifty Dollars (\$50) in the aggregate to encourage Students to reach certain achievement or attendance levels after they have begun receiving SES.
- c) CONTRACTOR shall not offer any Incentive/payment of any amount to any DISTRICT personnel for helping CONTRACTOR to recruit Parents and Students to sign up for CONTRACTOR'S services.
- d) The CONTRACTOR'S policy as to how Students earn achievement and or attendance Incentives during the course of instruction and the specific Incentives with their specific costs must be fully explained in the Cayen Scope of Service. The SES funding is intended for instructional purposes only. Student redemption of Incentives must be outside of Billable Time. Any rewards of gifts supplied by the CONTRACTOR are considered Incentives.

e) DISTRICT may unilaterally terminate this AGREEMENT should CONTRACTOR give an incentive or make payment to a Student or his/her family, or a DISTRICT employee, unless the incentive/payment is specifically provided for herein.

#### **14) CAYEN GENERATED STUDENT LEARNING PLAN (SLP)**

a) For each Student receiving SES, CONTRACTOR shall generate a Cayen SLP in the form appended to this AGREEMENT as Student Learning Plan, **EXHIBIT "C"**, after the administration and evaluation of each eligible Student's pre-assessment. In conjunction with the Cayen SLP and during the development of the Cayen SLP the CONTRACTOR shall disclose to each Parent(s) the responsibilities of the Parent(s), CONTRACTOR and DISTRICT. All DISTRICT-approved Cayen SLPs must be signed by the Parent(s) and the CONTRACTOR representative. If CONTRACTOR is unable to obtain parent signature after three attempts, using at least two different means of communication, documentation of attempts and means must be entered in Cayen SLP prior to submission to DISTRICT with first invoice. CONTRACTOR shall ensure Parent(s) receives a copy of the DISTRICT-approved Cayen SLP. CONTRACTOR shall provide Parent(s) a copy of the DISTRICT approved Cayen SLP.

b) CONTRACTOR shall schedule and administer Student pre-assessment within forty five (45) Days of release of Student achievement data via Cayen. Student achievement goals shall be aligned to the California State Standards and to Student's needs determined by CONTRACTOR'S pre-assessment. CONTRACTOR shall generate Student achievement goals selected from California State Standards. CONTRACTOR shall generate Student achievement goals for either reading language arts or mathematics, not both. The Cayen SLP shall be generated in Cayen, reviewed and approved by DISTRICT in Cayen PRIOR to the start of billable tutoring.

c) CONTRACTOR shall administer pre-assessments prior to the Tutoring Start Date and the beginning of providing SES to each Student, and administer post-assessments to each Student before the end of the term of the Student's SLP. CONTRACTOR shall not charge the Parent or the DISTRICT for the provision of progress reports and/or any assessments including the pre- and post-assessments.

d) CONTRACTOR shall include the following in each eligible Student's Cayen SLP:

- Student's name, grade, and school
- Provider name, number of classes, subject (ELA **OR** Mathematics), hours or minutes per class, and location
- Summative State test scores provided by DISTRICT
- Pre-assessment date and score
- Student achievement goals specific to each child's pre-assessment results
- Description of SES planned for Students (Basic, English Learner, and/or Special Education)
- Tutoring start date
- Tutoring end date
- Description of how the Student's progress will be measured using the evaluation, measurement and assessment tool(s)
- Parent signature or three attempts verified in Cayen
- CONTRACTOR or CONTRACTOR representative signature
- Description of expected change in Student performance on assessment tool indicated
- Post assessment data with date and score (prior to submission of final Invoice)

e) CONTRACTOR shall provide necessary accommodations for eligible Student to receive appropriate SES if eligible Student is covered by IDEA, ADA, Section 504, or has limited English proficiency.

f) CONTRACTOR shall be notified of the approved/denied status of the STUDENT's individual SLP through the CAYEN system. If an individual SLP is denied by the DISTRICT, the CONTRACTOR has five (5) business days to correct the identified deficiencies and resubmit the SLP for approval. After five (5) business days, any STUDENT whose SLP has not been corrected shall be reassigned to another provider.

#### **15) CAYEN PROGRESS REPORTS TO PARENTS AND DISTRICT**

a) CONTRACTOR shall complete a Cayen Parent Progress Report, **EXHIBIT "F"**, and Individualized Cover Letter to Parents, **EXHIBIT "G"**, monthly. Each report must include a cover letter that shall be customized by the CONTRACTOR and include CONTRACTOR'S contact information. Each report shall include, but not be limited to,

statements of measurable and meaningful evaluation items comparing the Student's progress to the Student's Learning Goals. For the purpose of DISTRICT records, the CONTRACTOR shall submit one (1) sample copy of the Individualized Cover Letter to Parents to the DISTRICT with the first month's billing invoice.

b) CONTRACTOR shall administer pre-assessments prior to the beginning of service to each Student and administer post-assessments to each Student before the end of the term of the Student's SLP. CONTRACTOR shall not charge the Parent or the DISTRICT for the provision of progress reports and/or any assessments including the pre- and post-assessments.

c) For each DISTRICT Student receiving SES, CONTRACTOR shall send one (1) copy of the Cayen Progress Report and Individualized Cover Letter to the Student's Parent(s). CONTRACTOR shall send two (2) copies of the Cayen Progress Report to the DISTRICT. The Cayen Progress Report is appended to this AGREEMENT as the Cayen Parent Progress Report, **EXHIBIT "F"** and describes the Student's progress toward achievement goals specified in each Cayen SLP. If requested by DISTRICT or a Student's Parent(s), CONTRACTOR shall provide all Cayen Progress Reports in the native language of the Student and the Student's Parent(s). The Cayen Progress Report shall be submitted monthly to the DISTRICT as part of the CONTRACTOR'S Invoice.

## **16) POST-ASSESSMENT REPORT TO PARENTS AND DISTRICT**

CONTRACTOR shall administer a post assessment to each Student only after completing seventy five percent (75%) or more of SES tutoring hours. CONTRACTOR shall record post-assessment results on the SLP and send a copy to DISTRICT for each Student with the final Cayen Invoice. Parent(s) shall be informed of post-assessment results in a manner indicated by CONTRACTOR in the Cayen Scope of Service and RFA. The Cayen system will not allow final invoicing for Student unless post-assessment score has been entered.

## **17) COMPENSATION/PAYMENT PROCEDURES**

a) DISTRICT agrees to pay CONTRACTOR for SES tutoring hours that are provided and are properly documented pursuant to this AGREEMENT at a rate of ~~\$163.00~~ per Student per hour of instruction, which total per DISTRICT Student shall not exceed the Per Pupil Allotment ("PPA") authorized pursuant to the ACT. The preliminary PPA for the 2012-2013 academic year is \$906.86 (as of 09/06/12) and, if adjusted by the CDE, will be re-entered into the Cayen System by the DISTRICT where it will be the CONTRACTOR responsibility to adjust hours and billing accordingly not to exceed the PPA.

b) CONTRACTOR shall utilize Cayen to generate a monthly Invoice ("Cayen Invoice") in the form appended as Cayen Invoicing Instruction and SES Monthly Billing Checklist, **EXHIBIT "H"**. CONTRACTOR shall submit Cayen Invoices and supporting documentation to DISTRICT for each DISTRICT Student receiving SES within each calendar month. CONTRACTOR shall submit all invoices, original Activity Rosters, and other supporting documents by the twelfth (12th) Day of each month for the preceding month's tutoring sessions. All invoices, original Activity Rosters, and other supporting documents must be postmarked by 4:00 p.m. on or before the due date. Late invoices will not be accepted, unless approved by the Superintendent or designee due to exceptional circumstances. Invoices, original Activity Rosters and other supporting documents must arrive together. Failure by the CONTRACTOR to provide monthly invoices in a timely manner may be considered a material breach of this AGREEMENT and grounds for immediate Termination for Convenience.

c) Supporting monthly documentation for each Student shall include, but not be limited to: billing checklist, signed DISTRICT approved SLP due at first billing cycle, original Parent-signed Cayen Activity Rosters, two (2) copies of the Cayen progress reports and, if applicable, an **updated** CDOJ/FBI/TB Clearance Affidavit, and a Cayen Employee Competence Verification Form. DISTRICT may withhold payment for any invoice that is not timely or that lacks all required documents acceptable to the DISTRICT.

d) CAYEN Attendance Invoice Window: DISTRICT and Cayen will allow CONTRACTOR to invoice for an attendance record within seventy-five (75) Days of the attendance date. After seventy-five (75) Days, the attendance record will be marked as unable to be invoiced, and it will not appear on a submitted invoice and CONTRACTOR will not be paid for the SES rendered. For example, if a Student is tutored on 10/01/12, the invoice is due November 14, 2012. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for



10/01/12 in Cayen is 12/15/12 (75 Days after the tutoring session). *This window would only affect invoices not submitted by the SES billing deadlines as noted on the SES Provider Monthly Billing Checklist.*

e) DISTRICT shall not pay any Cayen Invoice that does not contain all of the items identified in subsection (b). DISTRICT shall review each Cayen Invoice and supporting documentation for accuracy prior to approval. DISTRICT will process payment for each approved Cayen Invoice within forty-five (45) Days of receipt from CONTRACTOR. DISTRICT may, in its discretion, return a Cayen Invoice to CONTRACTOR pursuant to the notice provision in Section 22 below. CONTRACTOR shall resubmit any revised Cayen Invoice to DISTRICT no later than fifteen (15) Days from the date that the invoice was denied in Cayen by the DISTRICT.

**NO ADDITIONAL TIME WILL BE GRANTED FOR COMPLYING WITH THIS REQUIREMENT. BY INITIALING BELOW, CONTRACTOR ACKNOWLEDGES THAT IF CONTRACTOR DOES NOT COMPLY WITH THIS DOCUMENTATION REQUIREMENT WITHIN THE TIMELINE SET FORTH IN THIS SECTION, CONTRACTOR WILL FORFEIT THE AMOUNT BILLED IN THE CAYEN INVOICE IN QUESTION.**

**CONTRACTOR'S Initials:** CB 10/12/12

f) CONTRACTOR shall make no charge of any kind to Parent(s) for SES as specified in the SLP (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the DISTRICT Student's enrollment under the terms of this AGREEMENT). CONTRACTOR shall not submit any Cayen Invoice, bill, statement of charges or similar document to any Parent(s) of any DISTRICT Student to whom CONTRACTOR provides SES pursuant to this AGREEMENT.

## **18) STUDENT ATTENDANCE RECORDS**

a) CONTRACTOR shall keep records of Student attendance for all DISTRICT Students to whom CONTRACTOR provides SES under this AGREEMENT on the monthly Student Activity Roster appended to this AGREEMENT as the Cayen Activity Roster, **EXHIBIT "I"**.

b) CONTRACTOR will provide SES tutoring sessions that adhere to the following time requirements:

- Daily sessions shall not exceed 120 minutes per day on regular school days.
- Daily sessions shall not exceed 3 hours per day on non-school days, and must include a non-billable 15 minute break.
- Total sessions shall not exceed 3 sessions or 6 hours per week for an individual student.

c) With each Cayen Invoice described in Section 17 of this AGREEMENT, CONTRACTOR shall submit the original signed records of Student's attendance using Cayen Activity Rosters to the DISTRICT. Each Student's Activity Roster must be signed by the Student's tutor and signed by Student or Parent. The student's parent or guardian must provide a signature for each tutoring session. A signature means the parent or guardian's first name or initial and the full last name on each attendance date to verify services received. The use of only initials when signing the Activity Roster is not acceptable.

d) The Tutor must sign and date after the last tutoring session of that month. The location of the tutoring must be included. Parent(s) or the Student must record and verify attendance by writing the daily start and end times and providing a signature by each day's time. The CONTRACTOR's Tutor shall not complete this portion of the Activity Report. Dates, attendance, signatures, and location of the tutoring must be documented on the same page, **EXHIBIT "I"**. CONTRACTOR shall verify the accuracy of each Activity Roster. CONTRACTOR shall allow DISTRICT representatives to meet with staff of CONTRACTOR for the purpose of discussing attendance reporting.

## **19) PAYMENT FOR ABSENCES**

a) **STAFF ABSENCE**

If CONTRACTOR'S SES tutor is absent, CONTRACTOR shall provide a substitute tutor who completed CONTRACTOR'S training requirements as indicated in its Scope of Services and has required CDOJ/FBI/TB clearances on file with the DISTRICT prior to substituting for the CONTRACTOR'S SES tutor. DISTRICT shall not pay for SES unless a qualified substitute is provided according to the specific procedures described in the

CONTRACTOR'S Cayen Scope of Service (Exhibit "B"). (Title 5 of the California Code of Regulations, Section 13075.2 (31).

**b) STUDENT ABSENCE**

DISTRICT shall not be responsible for the payment of SES when a Student is absent.

**20) DISTRICT STUDENT CHANGE OF ENROLLMENT**

If the DISTRICT Student's change of enrollment is to a Home School outside of DISTRICT'S service boundaries or to a DISTRICT Home School whose students are not eligible for SES under the ACT, DISTRICT shall not be responsible for the costs of SES delivered after the DISTRICT Student's change of enrollment or date of transfer.

**21) WITHDRAWAL OF DISTRICT STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by email, to DISTRICT when a DISTRICT Student is withdrawn by Parent(s) from SES. CONTRACTOR shall confirm such email by submitting a thorough written explanation in the Cayen Registration section (see the Cayen Handbook). Upon submission of a student withdrawal, Cayen allows a fourteen (14) Day window to input any tutoring charges and required supporting documentation, including but not limited to, the Cayen Parent Progress Letter for withdrawn Student.

CONTRACTOR agrees that Students are to be withdrawn in a timely manner when: (1) CONTRACTOR receives a Parent request for withdrawal; (2) when CONTRACTOR is unable to provide SES; or (3) Student has two (2) or more unexcused absences. CONTRACTOR will document three (3) attempts to provide SES. CONTRACTOR agrees to complete the withdrawal process no later than March 15, 2013.

**22) RIGHT TO WITHHOLD**

DISTRICT may withhold payment to CONTRACTOR when DISTRICT has reliable evidence, described in writing to the CONTRACTOR that:

- a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this AGREEMENT;
- b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;
- c) SES are provided to DISTRICT Students by personnel who are not appropriately credentialed, licensed, or otherwise qualified as provided in this AGREEMENT;
- d) DISTRICT has not received all documents concerning one or more DISTRICT Students enrolled in CONTRACTOR'S SES program or has not received said documents in a timely fashion;
- e) DISTRICT has not received a monthly Cayen Invoice and supporting documentation from CONTRACTOR by the twelfth (12th) Day of each month for the preceding month's sessions; or
- f) DISTRICT has not received a properly resubmitted revised Cayen Invoice from CONTRACTOR within fifteen (15) Days from the date DISTRICT returns an Invoice to CONTRACTOR with a notice to correct the identified deficiency.
- g) If DISTRICT notifies CONTRACTOR in writing through the Cayen system and/or by U.S. Mail or Fax that it intends to withhold payment, CONTRACTOR shall have fifteen (15) Days from the receipt of that notice to correct the identified deficiency. Upon written request from CONTRACTOR documenting reasonable justification therefore, DISTRICT may agree to a thirty (30) Day extension of time for CONTRACTOR to correct the identified deficiency.

**23) EXPENSES**

DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing SES Services.

**24) TRANSPORTATION**

CONTRACTOR shall neither provide transportation nor subcontract for transportation services for SES Students.

## **25) INDEPENDENT CONTRACTOR**

a) CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor, and is not an agent, servant, employee or partner of DISTRICT. CONTRACTOR and CONTRACTOR Employees shall not be considered officers, employees or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided to employees of DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, without limitation, State Unemployment Compensation or Workers' Compensation, disability insurance, vacation, or sick pay. CONTRACTOR shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S Employees.

### **b) SUBCONTRACTING**

CONTRACTOR shall submit written notification to DISTRICT before subcontracting services pursuant to this AGREEMENT. CONTRACTOR shall incorporate all of the provisions of this AGREEMENT in all subcontracts, to the fullest extent reasonably possible. CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each

subcontract. Such subcontractor's insurance shall comply with the insurance provisions contained in Section 8. Each subcontractor shall furnish DISTRICT with original endorsements affecting coverage required by Section 8.

### **c) CONFLICTS OF INTEREST**

CONTRACTOR shall give DISTRICT a copy of its current bylaws and a current list of its Board of Directors (or Trustees) and officers. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with DISTRICT that constitutes or may constitute a conflict of interest pursuant to Education Code Section 56042, including but not limited to employment with DISTRICT.

## **26) CONFIDENTIALITY OF STUDENT RECORDS**

CONTRACTOR shall keep all Student Records in a secure location and ensure the records are handled in accordance with the Family Educational and Privacy Rights Act ("FERPA") (20 U.S.C.A. Section 1232g) and California Education Code Section 49600 *et seq.* "Student Records" for purposes of this section, shall include "educational records" as defined by FERPA, and "pupil records" as defined by California Education Code Section 49601. 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 that itemizes the date, time, agency and identity of any individual accessing Student Records who is not in the direct employ of CONTRACTOR. CONTRACTOR shall not disclose to the public or forward to any person other than the Parent or the DISTRICT any Student Record, including, without limitation, the identity of any Student eligible for or receiving SES under this AGREEMENT, without the written consent of the Parent and DISTRICT. All DISTRICT Student Record(s) may only be accessed by: (a) the Student's Parent; (b) an individual to whom written consent has been executed by the Student's Parent; or (c) employees of DISTRICT or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. Upon termination of this AGREEMENT or cessation of SES, CONTRACTOR shall provide to DISTRICT, at CONTRACTOR'S sole expense, all Student Records for whom CONTRACTOR provided SES under this AGREEMENT.

## **27) FACILITIES**

CONTRACTOR shall not provide services on DISTRICT facilities unless, at its discretion, the DISTRICT approves such use under specific guidelines to be determined by the DISTRICT which would allow equitable access to all CONTRACTORS. If CONTRACTOR is permitted access to DISTRICT facilities, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and DISTRICT procedures regarding visitors to school campuses, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on DISTRICT facilities. If CONTRACTOR'S access to a DISTRICT campus is pursuant to a lease or other document, CONTRACTOR shall comply with all DISTRICT requirements and policies regarding the leasing of facilities from DISTRICT.

a) DISTRICT authorizes CONTRACTOR to apply for the use of DISTRICT facilities to provide SES in accordance with the Civic Center Act, Education Code Section 38130 *et seq.* In accordance with Education Code Section 38134

subdivision (i), CONTRACTOR shall be liable for any injuries resulting from the negligence of CONTRACTOR in the use of DISTRICT facilities or grounds and shall bear the cost of insuring against its risk and bear the costs of defending itself against claims arising from those risks. Notwithstanding any other provision of law, this subsection may not be waived.

b) Upon CONTRACTOR'S submittal of an Application for Use of School Facilities Form, DISTRICT shall identify facilities available for use by CONTRACTOR, as determined in DISTRICT'S sole discretion, and DISTRICT may modify allocation of facilities at any time. CONTRACTOR shall pay DISTRICT the daily rate of Thirty Dollars (\$30) for the first hour and Fifteen Dollars (\$15) for each hour thereafter per classroom (including classroom furniture but, excluding computers and other equipment). CONTRACTOR shall pay actual custodial fees to be determined at time of request. CONTRACTOR shall pay DISTRICT for the use of DISTRICT facilities on a monthly basis, within thirty (30) Days of receipt of an Invoice from DISTRICT.

c) CONTRACTOR may use each allocated DISTRICT facility beginning immediately after school/teacher dismissal and ending contingent upon availability of custodial services, Monday through Friday, except Days on which DISTRICT facility is closed. CONTRACTOR shall not have access or use of any DISTRICT facilities other than those determined by DISTRICT pursuant to this section. DISTRICT representatives may at all times enter and inspect CONTRACTOR'S use of DISTRICT facilities.

d) CONTRACTOR shall remove all materials from DISTRICT'S facilities at the end of each day and DISTRICT shall in no way be responsible for any of CONTRACTOR'S items used or left behind in DISTRICT facilities.

e) If CONTRACTOR provides SES at DISTRICT facilities, CONTRACTOR shall comply with Penal Code Section 627.1 *et seq.*, regarding access to school premises and the DISTRICT'S procedures regarding visitors to the DISTRICT as well as any specific procedures of the campus being visited.

## **28) PARENTAL VISITS**

CONTRACTOR shall provide for reasonable Parental visits to instructional settings attended by Student, if consistent with the Student's Individual Educational Program ("IEP"). CONTRACTOR shall ensure that Parental visits are in agreement with court order, if any.

## **29) DISTRICT MONITORING**

a) CONTRACTOR shall allow access by DISTRICT or its representatives to its facilities for periodic monitoring of each DISTRICT Student's SES and shall invite DISTRICT or its representative to participate in the review of each Student's progress. DISTRICT shall have access to observe each DISTRICT Student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT Student's records and progress. Such access shall include unannounced monitoring visits.

b) CONTRACTOR shall participate in an annual review process as deemed appropriate by DISTRICT. This review will include, but not be limited to, programmatic aspects of the CONTRACTOR, compliance with relevant State and federal regulations, assessments of DISTRICT students, DISTRICT Student achievement growth, and AGREEMENT compliance.

c) DISTRICT may review and verify the CONTRACTOR'S SES Accountability Report.

d) CONTRACTOR shall participate in any reviews including, without limitation, self-reviews as required by law.

e) CONTRACTOR understands that the DISTRICT 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.

## **30) ACCESS TO CONTRACTOR RECORDS**

CONTRACTOR shall provide DISTRICT access to all records, or other matter relating to this AGREEMENT, upon DISTRICT request. CONTRACTOR shall maintain all such fiscal/accounting records for five (5) years and shall keep them available for DISTRICT audit. For purposes of this AGREEMENT, "records" shall include but not be limited to student records as defined by California Education Code Section 49061(b), cost data in sufficient detail to verify the annual operating budget in providing education services to the DISTRICT, and other documents used to record the provision of services.

### **31) ACCIDENT/INCIDENT REPORTING REGARDING DISTRICT STUDENTS**

a) CONTRACTOR shall complete a written accident report and provide it to DISTRICT within twenty-four (24) hours of any incident in which a DISTRICT Student has suffered an injury that requires medical attention of a licensed medical professional. CONTRACTOR shall complete a written accident report and provide it to DISTRICT when CONTRACTOR becomes aware of circumstances that require notification be made to other agencies. The circumstances may include, without limitation, allegations of molestation, child abuse, and injuries resulting from physical restraint.

b) CONTRACTOR assures DISTRICT that all CONTRACTOR'S Employees are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code Section 11166 *et seq.* CONTRACTOR hereby agrees to provide annual training to all CONTRACTOR'S Employees regarding mandated reporting of child abuse and missing children. CONTRACTOR agrees that all CONTRACTOR Employees will abide by such notification laws in a timely manner. If an employee of CONTRACTOR who has a reporting obligation under applicable California law observes or has knowledge of an abuse, abandonment, abduction, isolation, financial abuse, or neglect of a pupil, or if a pupil reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or an employee of CONTRACTOR reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government of law enforcement agency. Documentation of training shall be provided to DISTRICT within thirty (30) Days of execution of this AGREEMENT. CONTRACTOR shall maintain confidential reports of suspected child abuse and general concerns regarding the health and safety of a Students that may impair the Student's SES program, including the need for mental health services, and in addition to all other mandatory reporting shall inform DISTRICT by facsimile or U.S. mail within twenty-four (24) hours of when CONTRACTOR becomes aware of those circumstances.

### **32) TERMINATION FOR CONVENIENCE**

a) DISTRICT may terminate this AGREEMENT in whole or in part at any time, for the DISTRICT'S convenience, upon written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:

- 1) Immediately discontinue all services affected (unless the notice directs otherwise) and
- 2) Deliver to DISTRICT within fifteen (15) Days, all information and material as may have been involved in the provision of SES whether provided by DISTRICT or generated by CONTRACTOR in the performance of this AGREEMENT, whether completed or in process. Termination of this AGREEMENT shall be as of the date of mailing by DISTRICT of such notice.
- 3) When notice of termination is mailed via regular U.S. mail, postage prepaid, notice shall be deemed received three (3) Days after the date of mailing.

b) If the termination is for the convenience of the DISTRICT, CONTRACTOR shall submit a final Invoice within sixty (60) Days of termination, and the DISTRICT shall pay the CONTRACTOR the net amount for SES actually performed prior to the effective date of termination, less any amounts owed by CONTRACTOR to DISTRICT necessary to complete the services not performed by CONTRACTOR or correction of any default by CONTRACTOR.

c) CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

d) CONTRACTOR shall not submit intent to contract with DISTRICT for a period of two consecutive years following termination.

### **33) TERMINATION FOR DEFAULT**

a) The DISTRICT may, by written notice to CONTRACTOR, terminate this AGREEMENT in whole or in part at any time because of failure of CONTRACTOR to fulfill its contractual obligations, violation of any applicable rule, law, or statute, or the failure of CONTRACTOR to protect the health or safety of any Student DISTRICT may, in its sole

discretion, provide CONTRACTOR with a reasonable period within which to cure the default. Upon receipt of such notice, CONTRACTOR shall:

- 1) Immediately discontinue all services affected (unless the notice directs otherwise) and
- 2) Deliver to DISTRICT all records, information and material as may have been involved in the provision of SES whether provided by DISTRICT or generated by CONTRACTOR in the performance of this AGREEMENT, whether completed or in process (unless the notice directs otherwise). Termination of this AGREEMENT shall be as of the date of mailing by DISTRICT of such notice.

This AGREEMENT may be terminated by DISTRICT immediately and without notice if CONTRACTOR has been removed for cause from the list of approved SES providers, or otherwise upon a determination by the California State Board of Education that CONTRACTOR does not qualify, or no longer qualifies for "provider" status under either Title 5 of the California Code of Regulations, Section 13075.2, or under Title 20 of the United States Code, Section 6316(e).

b) If termination is due to CONTRACTOR'S failure to fulfill its obligation under this AGREEMENT, the DISTRICT in its sole discretion may provide the SES by obtaining other services. In such instances, CONTRACTOR shall be liable to the DISTRICT for all reasonable costs or damages incurred by the DISTRICT. The expenses, costs, or damages incurred by the DISTRICT in completing the SES or any other costs or damages otherwise resulting from CONTRACTOR'S failure to fulfill its obligations shall be charged to the CONTRACTOR and DISTRICT in its sole discretion may deduct such costs from any sum due to CONTRACTOR. If such costs are in excess of the sum due to CONTRACTOR, then CONTRACTOR shall promptly pay the amount in excess to the DISTRICT upon receipt of a notice of amount due.

c) If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of the DISTRICT. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.

d) CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of the DISTRICT provided in this section are in addition to any rights and remedies provided by law or under this AGREEMENT.

### **34) TERMINATION FOR INSOLVENCY**

DISTRICT may terminate this AGREEMENT in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated a bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) Days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

### **35) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (34 CFR 85)**

By signing this AGREEMENT, CONTRACTOR certifies that CONTRACTOR and all of its principals:

- a) 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 public (Federal, State or local) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses numerated in paragraph (b) (above); and
- d) Have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State, or local) terminated for cause or default.

### **36) HOLD HARMLESS/INDEMNIFICATION**

a) CONTRACTOR shall and does hereby indemnify, defend, and hold harmless DISTRICT, and DISTRICT'S governing board, officers, administrators, employees, agents, independent contractors, subcontractors, consultants, and other representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that DISTRICT may incur or suffer and that arise, result from, on whole or in part, the negligent, wrongful, or willful acts or omissions of CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants, or other representatives, or are related to this AGREEMENT or CONTRACTOR'S performance of our duty to perform any of the services, representations, warranties, and agreements contained in this AGREEMENT. Such obligations shall include, without limitation, CONTRACTOR'S duty to defend, indemnify and hold harmless DISTRICT'S performance or failure to perform any of its obligations under this AGREEMENT or any other default of the DISTRICT hereunder.

b) For purpose of this Section of this AGREEMENT, "claim" or "claims" mean any and all actions, suits, proceedings, hearings, investigations, charges, complaints, demands, causes of actions, injunctions, judgments, counts, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses and fees, including court costs, attorneys' fees and expenses, and specifically including any such fees and expenses incurred in connection with establishing the existence of a claim or the liability of the DISTRICT with respect thereto.

This indemnification shall survive termination of this AGREEMENT and /or final payment hereunder, and is in addition to any other rights or remedies that CONTRACTOR or DISTRICT may have under law and/or otherwise.

### **37) ASSIGNMENT**

The CONTRACTOR shall not assign this AGREEMENT, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior notification to and written consent of the DISTRICT, which may be granted or withheld in the DISTRICT'S sole and absolute discretion. Notification to the DISTRICT shall occur immediately. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this AGREEMENT by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring immediate notification to and the consent of the DISTRICT. Any assignment in contravention of this Section shall be void and no assignment shall relieve the assignor of any obligations under this AGREEMENT.

### **38) NONDISCRIMINATION**

Neither CONTRACTOR or any officer, agent, employee, servant or subcontractor of CONTRACTOR shall engage in unlawful discrimination in employment of persons or operation/implementation of its programs because of race, color, religious creed, national origin, ethnic group, ancestry, physical or mental disability, medical condition, marital or parental status, age, sex or sexual orientation of such persons or the perception of one or more of such characteristics, either directly, indirectly or through contractual or other arrangements. CONTRACTOR shall provide necessary accommodations for Students covered by IDEA, ADA, or Section 504 and for Students with limited English proficiency to receive appropriate services.

### **39) CONFIDENTIALITY**

a) Neither party shall, without the written consent of the other, communicate confidential information designated in writing or identified in this AGREEMENT as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. The provisions of this AGREEMENT shall survive the completion or termination of this AGREEMENT.

b) CONTRACTOR shall not publish or cause to be disseminated through any press release, public statement, marketing or selling effort any information which is related to this AGREEMENT or the services provided hereunder without prior written approval of DISTRICT. CONTRACTOR and its agents shall not disclose, use or sell to any party any information gained in the process of soliciting participants or providing SES under this AGREEMENT.

### **40) EMPLOYMENT WITH PUBLIC AGENCY**

CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which SES are actually being performed pursuant to this AGREEMENT.

### **41) ENTIRE AGREEMENT**

This AGREEMENT and any EXHIBITS attached hereto including the Cayen Scope of Service and each SLP constitute the entire AGREEMENT of the PARTIES relating to the services, rights, obligations and covenants contained herein and assumed by the PARTIES, and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated. No inducements, representations or promises have been made, other than those recited in this AGREEMENT. No oral promise, modification, change or inducement shall be effective or given any force or effect. DISTRICT may modify or amend this AGREEMENT, without CONTRACTOR'S consent, to conform to changes in Federal and/or State laws and/or regulations. Any conflict between the AGREEMENT and the Cayen Scope of Service or an SLP shall be resolved in favor of the AGREEMENT.

### **42) AMENDMENT; NON WAIVER**

a) This AGREEMENT may be amended or modified only by written amendment executed by both PARTIES to this AGREEMENT.

b) No terms or provisions of this AGREEMENT will be deemed waived by the DISTRICT and no breach by the CONTRACTOR excused, unless such waiver or consent is in writing and signed by the DISTRICT. Any consent by the DISTRICT to or waiver of a breach by the CONTRACTOR, whether express or implied, shall not constitute consent to or waiver of any other breach. The failure by the DISTRICT to exercise any right provided for under this AGREEMENT will not be deemed a waiver of that right or any other right hereunder.

### **43) TIME OF ESSENCE**

The PARTIES hereby expressly declare that time is of the essence of this AGREEMENT and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this AGREEMENT.

### **44) NOTICE**

All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given by: (a) U.S. mail, mailed either by registered or certified mail, return receipt requested (b) by personal service, or (c) by overnight delivery services. Notice shall be effective upon receipt if personally served. Notice sent by overnight delivery services shall be effective the business day next following delivery thereof to the overnight delivery service. Notice shall be deemed to have been given, served, and received if given in writing and deposited in the U.S. mail, registered or certified mail, on the third day after deposit in any U.S. Post Office



mailbox. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:	CONTRACTOR:
Elaine Janson- Assistant Supt. of Business Services	Carl Benson, President
Sierra Sands Unified School District	Basic Educational Services Team, Inc.
113 Felspar	28307 Newport Road
Ridgecrest, CA 93555	Menifee, CA 92584

#### 45) SEVERABILITY

If any term, condition or 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 and effect, and shall not be affected, impaired or invalidated in any way.

#### 46) ATTORNEY FEE/COSTS

Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each PARTY shall bear its own attorney's fees.

#### 47) GOVERNING LAW/VENUE

The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Kern County, California. This AGREEMENT is made in and shall be performed in Kern County, California.

#### 48) CAPTIONS AND INTERPRETATION

Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.

#### 49) SIGNATURE AUTHORITY

Each PARTY has the full power and authority to enter into and perform this AGREEMENT and the person signing this AGREEMENT on behalf of each PARTY has been properly authorized and empowered to enter into this AGREEMENT.

IN WITNESS WHEREOF each PARTY to this AGREEMENT has signed this AGREEMENT upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this AGREEMENT.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
By:

\_\_\_\_\_  
Joanna Rummer- Superintendent

Basic Educational Services Team, Inc.  
By:

\_\_\_\_\_  
Name/Title Christian Benson, Director of Field Operations  
SSN or Tax ID # 33-1098784  
Date October 12, 2012

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Supplemental Educational Services Providers  
Confirmation of Contract Received  
2012-2013**

(CONTRATOR Name) Basic Educational Services Team, Inc. verifies that CONTRATOR or its agent attended the District's mandatory meeting on **October 10, 2012** and Cayen Webinar training on **October 10, 2012**. Contractor representatives shall assure information is delivered to and communicated with Contractor and its Employees.

TO BE SIGNED AT THE MANDATORY MEETING BY ATTENDEE AND DISTRICT:

Confirmation of Attendance at District Mandatory Meeting				
Name	Title/Position	Signature	Date	District
Christian Benson	Director of Field Operations	<i>Chris Benson</i>	10/10/2012	<i>Layne Hall</i>

TO BE SIGNED AT THE MANDATORY MEETING BY ATTENDEE AND DISTRICT:

Confirmation of Contract Received from District				
Name	Title/Position	Signature	Date	District
Christian Benson	Director of Field Operations	<i>Chris Benson</i>	10/10/2012	<i>Layne Hall</i>

TO BE SIGNED BY THE OWNER/CEO AFTER THE CONTRACTOR OR AGENT HAS ATTENDED THE MANDATORY MEETING:

Confirmation that Contract and Information is delivered to Owner/CEO and all employees involved with District Supplemental Educational Services are informed of Contractual Information for 2012-2013.			
Name	Title/Position	Signature	Date
<i>Carl Benson</i>	<i>President</i>	<i>Carl Benson</i>	<i>10-12-12</i>

THIS COMPLETED DOCUMENT IS TO BE RETURNED AS EXHIBIT "A"  
IN THE INDEPENDENT CONTRACTOR AGREEMENT FOR SUPPLEMENTAL EDUCATION SERVICES.

## SES Provider Scope of Service - General Information

---

**Name of Provider**

Basic Educational Services Team, Inc. (BEST)

**Local Contact Person**

Carl Benson

**Corporate Contact Person**

Carl Benson

**Address**

28307 Newport Road

**Address**

28307 Newport Road

**City**

Menifee

**State**

CA

**Zip Code**

92584

**City**

Menifee

**State**

CA

**Zip Code**

92584

**Phone**

866-804-2378

**Fax**

866-372-2504

**Phone**

951-246-2055

**Fax**

951-246-2054

**E-mail**

basicedservices@verizon.net; cbensonses@gmail.com

**E-mail**

basicedservices@verizon.net; cbensonses@gmail.com

**Website**

<http://www.basicedservices.com>

**Estimated Start Date for Services**

1/7/2013

**Do you make accommodations or modifications for students with disabilities?**

Yes

**Do you individualize your curriculum for special needs students?**

Yes

**Will transportation be provided TO the tutoring program?**

No

**Will transportation be provided FROM the tutoring program?**

No

**Comments:**

Tutoring is normally held in the student's home. If the parent selects an alternative location, they are responsible for transportation. BEST requires an adult be present at all tutoring sessions.

**Provider Description**

Basic Educational Services Team uses one-on-one tutoring. BEST tutors at the student's home, public library, or a community center. A state of the art assessment exam allows tutor instruction on specific subject areas of mathematics or language arts in which the child shows the lowest levels of proficiency. All of BEST's tutors have a valid teaching credential.

**What qualifications or experience are required for staff members who provide direct tutoring services to students?**

All of BEST's tutors have a valid teaching credential. All employees must have a clear criminal history, clear TB test, and E-verified. The average tutor with BEST has five years of education/training experience.

**What kind of experience do you have serving students in smaller rural districts? Explain.**

BEST has been providing tutoring services since 1999, and SES services since 2002. Documented information outlining student improvement is available for review and was included in BEST's application to the State. Since BEST was founded, it has contracted with many school districts in remote and rural areas throughout Southern and Central California. Many of these districts were comprised of a single school. We hire credentialed teachers locally to where we tutor students, so we rarely have tutors travelling from long distances.

**Are your math and reading curricula aligned to the state standards?**

Yes. We request that our tutors be provided with information regarding the special needs of the children referred and the results of any assessments done to the child as well as the students present academic level. Using the above information and the result of a pre-test to assess the child's skill level, a student learning plan is developed based on specific California state academic standards.

**What is your plan for 80% student retention?**

In order for the tutoring session to take place, a parent/guardian must be in attendance. BEST urges tutors to call the day of the appointment to confirm that the child and parent will be at the designated location at the correct time. Failure on the part of the parent/guardian, to make the child available will be initially addressed and resolved by the tutor, if possible. Should the issue of poor attendance become chronic, BEST staff will contact the parent. The reason(s) for the poor attendance will be determined. If the parent/guardian represents that the problem, in some way, relates to the tutor, BEST may arrange for a different tutor to instruct the child. Inasmuch as the tutoring is at the home, the parents will be the first to know if the student failed to make himself/herself available for tutoring. BEST also verifies that each tutor has completed his responsibilities by contacting each student's parents on a regular basis. Upon receipt of the student data, the student's parent/guardian is contacted via telephone, if possible. The parent is advised of the fact that BEST is prepared to provide services to the child. Inquiry is made as to the accuracy of the student data. The parent, on occasion, has advised BEST staff that the services are no longer desired. Reasons vary from "my son/daughter is too busy" to simple, "I changed my mind." BEST staff will explain to the parent the benefits of the program and stress that their child will receive services at no cost to the family. The parent is made aware of the child's test scores and the expectation that significant academic improvement will result when the student completes the BEST program. If the parent's opinion has not changed, BEST staff will attempt to elicit agreement to a personal visit. The purpose of the visit will be to discuss the benefits of the program, meet the tutor, and show the parent the material BEST will be providing. Under certain circumstances, parents advise the services are desired, but not at that immediate point in time. Should that occur, the parent is made aware of BEST's willingness to postpone the commencement of the program to a later date. Follow-up will be done to ensure that no child is overlooked.

**What type of Pre and Post testing will you use to measure student progress?**

Key Data Systems "Inspect" assessment tests. They are totally aligned with the California State Standards. The tests have been validated by professional researchers and are used by school districts throughout California.

**What are the student responsibilities outside of class?**

NA

**What are the parent responsibilities?**

To make sure that the child is available and ready for all tutoring sessions. We request that parents provide a quiet space and a table where the tutor can work with the student, as well as normal school supplies such as paper and pencils, etc.

**How and how often will you communicate child outcomes and ongoing progress to parents?**

The parent and school will be regularly apprised of the student's progress. The tutor will discuss with the parent, student's issues at the conclusion of each tutoring session. The parents and tutor will formulate the Student Learning Plan jointly. Monthly progress reports will be generated in Cayen and given to the parents.

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**Supplemental Educational Service Providers**  
**CDOJ/FBI/TB Clearance and Personnel Training Affidavit**  
**2012-2013**

I, Christian Benson, an authorized representative of Basic Educational Services Team, Inc. (BEST) (CONTRACTOR). I certify under penalty of perjury that pursuant to Education Code section 45125.2, the required criminal background check(s) of **all** persons, including staff, volunteers, and any other who will be in contact with District students, has been conducted. I affirm that the California Department of Justice (CDOJ) or the Federal Bureau of Investigation (FBI) has reported that no one of those persons listed below as having been convicted of a serious or violent felony as specified in Penal Code section 667.5(c) and/or 119.7(c). *Contractor Employees who do not live in the United States and whose criminal records are not available to the FBI through their home countries cannot be cleared to work with District students.*

I further certify that the persons listed below have been cleared by medical personnel as not being a carrier of contagious tuberculosis (TB) and have submitted current testing results. *(Contractor Employees who provide services via phone or the Internet do not need the TB clearance.)*

I hereby certify that, pursuant to Title 5 of the California Code of Regulations, Section 10375.8, the persons named below meet the state qualifications to provide SES tutoring and have received the required professional development/training.

The persons listed below are currently employees or volunteers of Contractor and have been trained in using the specific program and materials utilized by Contractor. These persons have submitted to and received fingerprint cleared by the CDOJ and FBI.

	Full Name of Tutor	FBI	DOJ	TB	Major/Degree Earned; License/Credential/Experience in ELA or Math (describe Fully)	Years of Experience	Telephone #
	Ex: Jane Doe	X	X	X	College/English/BA-----	10	(760) 555-5555
	Ex: Jon Smith	X	X	X	Instructional Aide, Grades 3-6/ ELA	3	(760) 555-1234
1	Donald Deputy	X	X	X	BA-Poli Sci./ Multiple Subj. Credential/ CBEST/ Teacher	12	866-804-2378
2	Jorge Ruiz	X	X	X	MA-Business Admin./Single Subj. Credential/ Teacher	15	866-804-2378
3							
4							

I agree to keep this list current and to submit an addendum when any changes in status occurs or addition personnel, including substitute tutors, are added. I understand that any personnel not cleared with the Sierra Sands Unified School District cannot work with a student until the District receives this form. Furthermore, I understand that any substitute or new hire cannot work with a student without PRIOR clearance from the District, accomplished by submitting another CDOJ/FBI/TB Clearance Statement immediately to the District. A new CDOJ/FBI/TB Clearance Statement will be submitted on an annual basis. Failure by the Contractor to meet this requirement will result in the District evoking its Right to Withhold Payment as agreed to by the Contractor in **Section 22** of this contract.

My signature indicates my acknowledgement to abide by these conditions pursuant to Title 5 of the California Code of Regulations, Section 140375.8, and further outlined in **Section 7** of this AGREEMENT.

  
**Signature (Owner/Authorized Representative)**

October 18, 2012  
**Date**

**Name (Print)** Christian Benson

**Sierra Sands Unified School District**  
**SES Provider Qualifications 2012-2013**  
**Employee Competency in Cayen Verification**

(CONTRACTOR NAME) Basic Educational Services Team, Inc. verifies that staff members are trained in Cayen Systems and can complete the required Cayen components required for SES implementation.

**I. Listed below are the staff names competent in completing the following:**

**BUSINESS COMPONENTS OF CAYEN**

- Enrollment
- Attendance
- Withdrawal of student(s)
- Invoices

Name	Title/Position	Address	Contact Number	Email Address
Christian Benson	Director of Field Operations	28307 Newport Rd. Menifee, CA 92584	866-804-2378	basicedservices@verizon.net & cbensonsees@gmail.com
Carl Benson	President	28307 Newport Rd. Menifee, CA 92584	866-804-2378	basicedservices@verizon.net & cbensonsees@gmail.com
Gloria Perez	District Coordinator	28307 Newport Rd. Menifee, CA 92584	866-804-2378	basicedservices@verizon.net & cbensonsees@gmail.com

**II. Listed below are the staff names competent in completing the following:**

**INSTRUCTIONAL COMPONENTS OF CAYEN**

- Student Learning Plan (SLP)
- Monthly Parent progress reports
- All items in Section 14, 15, and 16 of this Agreement
- Post-assessment data submission in SLP

Name	Title/Position	Address	Contact Number	Email Address
Christian Benson	Director of Field Operations	28307 Newport Rd. Menifee, CA 92584	866-804-2378	basicedservices@verizon.net & cbensonsees@gmail.com
Carl Benson	President	28307 Newport Rd. Menifee, CA 92584	866-804-2378	basicedservices@verizon.net & cbensonsees@gmail.com
Gloria Perez	District Coordinator	28307 Newport Rd. Menifee, CA 92584	866-804-2378	basicedservices@verizon.net & cbensonsees@gmail.com

**III. Listed below is the name and contact information of the CONTRACTOR's designated  
PROGRAM MONITOR**

- Resides in the State of California;
- Supervises the work of the teachers and tutors
- Provides access to on-going staff development of teachers and tutors

Name	Title/Position	Address	Contact Number	Email Address
Carl Benson	President	28307 Newport Rd. Menifee, CA 92584	866-804-2378	basicedservices@verizon.net & cbensonsees@gmail.com

  
**Authorized Signature of SES Representative**

October 18, 2012

**Date**

(Printed Name) Christian Benson

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

8.21 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

8.11 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Melissa Ramos  
Curriculum Specialist – SELPA  
Effective 10-29-12

Substitute Teachers for 12-13 year  
Michelle Brockman  
Laura Howells  
Damon Shotwell  
Rachelle Stacy

**Coaches for 2012-13 year**

Eric Frisbee  
Basketball – Step 1  
Murray

Christopher Rushing  
Soccer – Step 1  
Burroughs

Matthew Skipworth  
Basketball – Step 1  
Murray

**Volunteer Coaches for 2012-13**

Steven Felix  
Burroughs

8.14 CHANGE OF STATUS



8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.21 RESIGNATION, TERMINATION\*, SEPARATION\*\*, RETIREMENT\*\*\*

Crystal Freeman  
1 ½ hr. Noon Duty Supervisor – Gateway  
Effective 10-24-12

Jeff Green  
6 hr. Computer/Library Media Assistant – Las Flores  
And  
½ hr. Crossing Guard – Las Flores  
Effective 11-02-12

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Tahmina Sardar  
5 ½ hr. Paraprofessional – Gateway  
Effective 10-17-12

Jean Kennedy  
1 ½ hr. Noon Duty Supervisor – Richmond  
Effective 10-16-12

Student Food Service Workers for the 2012-2013 School Year  
Sandra Lopez

Student Workability Workers for the 2012-2013 School Year  
Daniel Gonzalez

Classified Substitutes for the 2012-2013 School Year  
Destinee Nelson

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL (Continued)

8.24 CHANGE OF STATUS

Wilburn Barnett Jr.

From: Maintenance Helper – Maintenance

To: Skilled Craftsperson – Maintenance

Effective 11-02-12

Aaron Christiansen

From: 8 hr. School Bus Driver I – Transportation

To: 7 ½ hr. School Bus Driver I – Transportation

Effective 10-01-12

Martha Seymour

From: 5 ½ hr. Paraprofessional – Richmond

To: 5 hr. Clerk III – Burroughs

Effective 11-05-12

## 8. PERSONNEL ADMINISTRATION

### 8.3 Approval of Early Retirement Notification Incentive for 2012-13

---

**BACKGROUND INFORMATION:** For several years, the district has offered an early retirement notification incentive. This has provided the district with valuable information in determining staffing needs for the upcoming school year.

In 2006, the board approved an increase in the incentive amount for 2006-07 to \$1,000 for each retiring certificated employee and \$532 for each retiring classified employee who declared in writing prior to a specific date in January his/her intent to retire. Five certificated employees and five classified employees took advantage of this offer in 2006-07 and twelve certificated and four classified employees took advantage of the offer in 2007-08. During the 2008-09 school year the incentive was increased to \$3,000 for certificated and \$1,600 for classified staff and seven certificated employees and fourteen classified employees took advantage of this offer.

Due to the fiscal crisis in 2009-10, which resulted in Sierra Sands facing significant staffing reductions, the board agreed and approved the retirement incentive increase to \$25,000 for certificated staff and \$12,500 for classified employees for one year only. This resulted in fourteen certificated employees and twenty two classified employees taking advantage of the offer. The 2009-10 year also included an incentive of \$1,500 for certificated staff and \$750 for classified staff for an early resignation notification of which four certificated employees and four classified employees participated. Since so many employees took advantage of this one time incentive, the district was able to minimize the number of staff reductions.

The early retirement notification for 2010-11 was approved by the board in the amount of \$1,000 for certificated and \$532 for classified. Five certificated employees and five classified employees took advantage of this offer. For 2011-12 the early notification incentive was approved in the amount of \$3,000 for certificated and \$1,600 for classified employees. Eight certificated staff and three classified staff members took advantage of this offer.

**CURRENT CONSIDERATIONS:** The district would like to offer the early retirement notification incentive program for 2012-13 to assist with identifying staffing needs for the 2013-14 school year. The district is proposing to offer the same early retirement notification incentive as last year in the amount of \$3,000 for certificated employees and \$1,600 for classified employees to those employees who submit their written retirement notice by February 1, 2013.

The retirement window (i.e., effective date of retirement) for this incentive is as follows: (1) certificated employees between June 3, 2013 and August 1, 2013; and (2) classified employees between February 1, 2013 and August 1, 2013. Employees must be eligible to retire under STRS or PERS in order to receive this incentive. If approved by the board, all employees eligible to retire will receive a letter during the week of November 26, 2012 from the Human Resources Department describing the early retirement notification incentive program.

**FINANCIAL IMPLICATIONS:** The exact fiscal impact is unknown, but the cost of the program is certain to be offset by the reduced cost in salary and statutory benefits. Most important for the district are the benefits associated with management of staffing in the current fiscal climate.

**SUPERINTENDENT'S RECOMMENDATION:** The superintendent's recommendation is to approve the early retirement notification incentive program for 2012-13 in the amount of \$3,000 for each certificated employee and \$1,600 for each classified employee who declares his/her intent to retire in writing within the applicable retirement window no later than February 1, 2013.

9. GENERAL ADMINISTRATION

9.1 Gifts to the District

---

CURRENT CONSIDERATIONS: The following donations have been received: Delta Kappa Gamma Society donated \$50 to the Burroughs Engineering and Technology program; Raymond and Jinny May donated \$250 to the Learning Center at Burroughs; and Bruce Auld donated a furniture dolly with a value of \$25 to the Burroughs construction class. The following donations were made for the Cullinary Arts Program at Burroughs, a washer valued at \$150, from Richard Johnson, \$25 from Micah and Becky Hall, and \$100 from Daniel and Lisa Decker.

FINANCIAL IMPLICATIONS: Donations provide support to the district and have a positive financial impact.

SUPERINTENDENT'S RECOMMENDATION: Accept the gift as described and send appropriate letter of appreciation.

## 9. GENERAL ADMINISTRATION

9.2 Authorization for Board Member Travel

---

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2012-13 travel budget for the board was approved for 18,700.00.

CURRENT CONSIDERATIONS: Ms. Amy Covert is requesting authorization to travel to Orlando, FL to attend the National 8002 Impacted Schools Winter 2013 Meeting, January 11-12, 2013. Cost of travel is estimated as follows:

Conference registration	\$	50.00
Air Fare	\$	550.00
Hotel (2 nights @ \$143.00 plus tax)	\$	286.00
Meals	\$	75.00
Miscellaneous	\$	150.00
Estimated total cost of travel	\$	1,111.00

FINANCIAL IMPLICATIONS: The travel budget for the Board for 2013 is \$18,700.00. To date, approximately \$14,526 has previously been approved.

SUPERINTENDENT'S RECOMMENDATION: In accordance with the board's adopted protocol, it is recommended that the board review the proposed travel and determine if it wishes to authorize this travel activity.

## 9. GENERAL ADMINISTRATION

### 9.3 Nominations for Representatives to the California School Boards Association (CSBA)

**BACKGROUND INFORMATION:** The CSBA Delegate Assembly is the primary policy-making body of the California School Boards Association. It sets the general policy direction for the association that represents California's school districts and county offices of education. Delegates fulfill a critical governance role by communicating the interest of local boards to CSBA's Board of Directors, Executive Committee, and staff. Delegates give policy and legislative direction through the adoption of the policy platform every two years and the adoption of other policy statements of the association. They also speak on issues and provide direct advocacy on behalf of the association. Delegates play an important communication and support role within their regions, and they also elect the association's officers and board of directors.

**CURRENT CONSIDERATIONS:** Nominations for representatives to the Delegate Assembly are being accepted through January 7, 2013. There are four delegates whose term expires in 2013 in Subregion 12-B of which Sierra Sands is a part, and each board may nominate as many individuals as it chooses within its geographical region or subregion. The four positions which are up for election are currently held by Linda Brenner, Panama-Buena Vista Union, Blaine Geissel, Rosedale Union, Deanna Rodriguez-Root, Richland, and Lillian Tafoya, Bakersfield City. Delegates serve two-year terms beginning April 1, 2013 through March 31, 2015.

**FINANCIAL IMPLICATIONS:** The financial implications would include mileage, hotel, and meal expenses for two meetings per year with an estimated cost of \$700.00 dependent upon hotel and travel costs. This includes expenses for a May meeting in Sacramento and one additional night of hotel expense in combination with the annual CSBA meeting.

**SUPERINTENDENT'S RECOMMENDATION:** The board may, if it wishes, nominate one or more individuals to serve on the CSBA Delegate Assembly. Permission must be received from an individual to place his or her name in nomination.

**TIME SENSITIVE – For Board ACTION –  
Nominations due Monday, January 7, 2013**

***Please deliver to all members of the governing board. Thank you.***

October 26, 2012



**MEMORANDUM**

TO: Board Presidents and Superintendents - CSBA Member Boards of Education  
FROM: Jill Wynns, President  
SUBJECT: **Call for Nominations for CSBA Delegate Assembly**

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the Board of Directors and Executive Committee, Delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state. **Nomination and Candidate Biographical Sketch forms for CSBA's Delegate Assembly are now being accepted until Monday, January 7, 2013.** All forms and information related to the election process are available to download from the CSBA website at [www.csba.org/AboutCSBA.aspx](http://www.csba.org/AboutCSBA.aspx).

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion.
- Boards may nominate as many individuals as it chooses by using the nomination form.
- Approval from board member to be nominated to CSBA's Delegate Assembly.
- All nominees must submit a one-page, single-sided, candidate biographical sketch form and an optional one-page, one-sided résumé, (résumé cannot be substituted for the candidate biographical sketch form).
- All nomination materials must be postmarked or faxed no later than **Monday, January 7.**
- Delegates serve two-year terms beginning April 1, 2013 through March 31, 2015
- There are two required Delegate Assembly meetings each year, one in May in Sacramento and one preceding the CSBA Annual Education Conference and Trade show in November/December.

For further information about the Delegate Assembly, please contact Charlyn Tuter in CSBA's Leadership Services department at (800) 266-3382. You may download the following forms and find more information at [www.csba.org/AboutCSBA.aspx](http://www.csba.org/AboutCSBA.aspx). Thank you.

- ❖ Delegate Assembly Brochure
- ❖ Nomination Form
- ❖ Candidate's Biographical Sketch Form
- ❖ Important Dates
- ❖ List of all Delegates whose term expires in 2013
- ❖ Alphabetical List of Districts and County offices
- ❖ FAQ





## 2013 Delegate Assembly Nomination Form

**Due: Monday, January 7, 2013** (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

CSBA Region/subregion #\_\_\_\_/\_\_\_\_

The Board of Education of the \_\_\_\_\_  
(Nominating School District or COE)

wishes to nominate \_\_\_\_\_  
(Nominee)

The nominee is a member of the \_\_\_\_\_,  
(Nominee's School District or COE)

which is a member of the California School Boards Association.

- ☐ The nominee has consented to this nomination.
- ☐ Attached is the nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé.
- ☐ The nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé will be sent by the deadline date.

\_\_\_\_\_  
Board Clerk or Board Secretary (signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Clerk or Board Secretary (printed)

**PLEASE NOTE:** The nomination and candidate biographical sketch forms must be faxed or U.S. postmarked no later than **Monday, January 7, 2013**. **Forms postmarked or faxed after January 7 cannot be accepted.** Please contact Charlyn Tuter at (800) 266-3382 should you have any questions.

**Return nomination to:**

California School Boards Association | 3100 Beacon Blvd., P.O. Box 1660 | West Sacramento, CA 95691-1660  
(916) 371-4691 (800) 266-3382 | Fax: (916) 371-3407 or (916) 669-3305 | [www.csba.org](http://www.csba.org)



## 2013 Delegate Assembly Candidate Biographical Sketch Form

**Due: Monday, January 7, 2013** (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: _____	CSBA Region/Subregion: _____ / _____
District or COE: _____	Years on board: _____ ADA: _____
Contact Number: _____	E-mail: _____
Are you a continuing Delegate? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how long have you served as a Delegate? _____

**CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.**

**Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.**

**Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?**

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

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

## CSBA DELEGATES WHOSE ELECTED TERM EXPIRES IN 2013

Below are the names of Delegates in each region/subregion whose term expires in 2013 and are up for re-election, if they choose to run. (County Delegates are listed on a separate document.) Delegates must be nominated by a CSBA member board that is located within the region or subregion. If a subregion is not listed, it is because the current Delegate's term has not expired. *Nomination and Candidate Biographical sketch forms are due by Monday, January, 7, 2013.*

### **REGION 1 - Counties: Del Norte, Humboldt, Lake, Mendocino**

#### ***Subregion 1-A (Del Norte, Humboldt)***

Frances Costello (Del Norte County & USD)

### **REGION 2 - Counties: Lassen, Modoc, Plumas, Shasta, Siskiyou, Trinity**

#### ***Subregion 2-A (Modoc, Siskiyou, Trinity)***

Margaret DeBortoli (Siskiyou Union HSD)

#### ***Subregion 2-B (Shasta)***

James Schwerdt (Shasta Union HSD)

### **REGION 3 - Counties: Marin, Napa, Solano, Sonoma**

#### ***Subregion 3-A (Sonoma)***

Ron Abler (Forestville Union ESD)

#### ***Subregion 3-B (Napa)***

Indira Lopez (Calistoga Joint USD)

#### ***Subregion 3-C (Solano)***

David C. Isom (Fairfield-Suisun USD)

Vacant

### **REGION 4 - Counties: Butte, Colusa, Glenn, Nevada, Placer, Sierra, Sutter, Tehama, Yuba**

#### ***Subregion 4-B (Butte)***

Don Phillips (Oroville Union HSD)

#### ***Subregion 4-C (Colusa, Sutter, Yuba)***

Sharman Kobayashi (Yuba City USD)

#### ***Subregion 4-D (Nevada, Placer, Sierra)***

Trish Gerving (Nevada City SD)

Paige K. Stauss (Roseville Joint Union HSD)

### **REGION 5 - Counties: San Francisco, San Mateo**

#### ***Subregion 5-B (San Mateo)***

Maria Diaz-Slocum (Redwood City ESD)

Carrie Du Bois (Sequoia Union HSD)

Kevin Martinez (San Bruno Park ESD)

### **REGION 6 - Counties: Alpine, Amador, El Dorado, Mono, Sacramento, Yolo**

#### ***Subregion 6-B (Sacramento)***

John Gordon (Galt Joint Union ESD)

Lisa Kaplan (Natomas USD)

Richard Shaw (Folsom-Cordova USD)

Edward Short (Folsom-Cordova USD)

Vacant

#### ***Subregion 6-C (El Dorado, Amador, Alpine, Mono)***

Lyle Eichert (Buckeye Union ESD)

### **REGION 7 - Counties: Alameda, Contra Costa**

#### ***Subregion 7-A (Contra Costa)***

Arthur M. Clarke (Walnut Creek ESD)

Teresa Gerringer (Lafayette ESD)

#### ***Subregion 7-B (Alameda)***

David G. Haubert (Dublin USD)

Lily K. Mei (Fremont USD)

Diana J. Prola (San Leandro USD)

Nancy Thomas (Newark USD)

### **REGION 8 - Counties: Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne**

#### ***Subregion 8-A (San Joaquin)***

Matthew Balzarini (Lammersville Joint USD)

Brian Jackman (Jefferson ESD)

#### ***Subregion 8-B (Calaveras, Mariposa, Tuolumne)***

Zerrall McDaniel (Calaveras USD)

#### ***Subregion 8-C (Stanislaus)***

Eileen Hamilton (Turlock USD)

Cynthia Lindsey (Sylvan Union ESD)

#### ***Subregion 8-D (Merced)***

Adam Cox (Merced City ESD)

### **REGION 9 - Counties: Monterey, San Benito, San Luis Obispo, Santa Cruz**

#### ***Subregion 9-A (San Benito, Santa Cruz)***

George Wylie (San Lorenzo Valley USD)

#### ***Subregion 9-B (Monterey)***

Kathryn Ramirez (Salinas Union HSD)

#### ***Subregion 9-C (San Luis Obispo)***

Tami Gunther (Atascadero USD)

### **REGION 10 - Counties: Fresno, Kings, Madera**

#### ***Subregion 10-A (Madera)***

Barbara Bigelow (Chawanakee USD)

#### ***Subregion 10-B (Fresno)***

Ismael D. Herrera (Menota USD)

James Karle (Sanger USD)

Kathy Spate (Caruthers USD)

Randel M. Yano (Clay Joint ESD)

### **REGION 11 - Counties: Santa Barbara, Ventura & Las Virgenes USD**

#### ***Subregion 11-A (Santa Barbara)***

Pam Kinsley (Goleta Union ESD)

#### ***Subregion 11-B (Ventura County and Las Virgenes USD)***

Christina Urias (Santa Paula Union HSD)

John Walker (Ventura USD)



**REGION 12 - Counties: Kern, Tulare****Subregion 12-A (Tulare)**

Teresa Garcia (Tulare City SD)  
Dean Sutton (Exeter Union ESD)

**Subregion 12-B (Kern)**

Linda Brenner (Panama-Buena Vista Union SD)  
Blaine Geissel (Rosedale Union ESD)  
Deanna Rodriguez-Root (Richland SD)  
Lillian Tafoya (Bakersfield City ESD)

**REGION 15 - Counties: Orange County and Lowell Jt. USD**

Bonnie Castrey (Huntington Beach Union HSD)  
Judith Edwards (Fountain Valley ESD)  
Karin Freeman (Placentia-Yorba Linda USD)  
Celia Jaffe (Huntington Beach City ESD)  
Sue Kuwabara (Irvine USD)  
Barbara Michel (Buena Park ESD)  
Jose F. Moreno (Anaheim City SD)  
Robert A. Singer (Fullerton Joint Union HSD)  
Suzie Swartz (Saddleback Valley USD)

**REGION 16 - Counties: Inyo, San Bernardino****Subregion 16-A (Inyo)**

Catherine George (Lone Pine USD)

**Subregion 16-B (San Bernardino)**

Christina Cameron-Otero (Needles USD)  
Chuck Christie (Yucaipa-Calimesa Joint USD)  
Tom Courtney (Lucerne Valley USD)  
Karen Gray (Silver Valley USD)  
Kathy A. Thompson (Central ESD)  
Charles Uhalley (Chaffey Joint Union HSD)

**REGION 17 - County: San Diego**

Twila Godley (Lakeside Union SD)  
Penny Halgren (La Mesa-Spring Valley SD)  
Sharon C. Jones (San Diego COE)  
Kelli Moors (Carlsbad USD)  
Janet W. Mulder (Jamul-Dulzura Union ESD)  
Barbara Ryan (Santee ESD)  
Priscilla Schreiber (Grossmont Union HSD)

**REGION 18 - Counties: Imperial, Riverside****Subregion 18-A (Riverside)**

Justin Blake (Palm Springs USD)  
Robin J. Crist (Murrieta Valley USD)  
Memo Mendez (Jurupa USD)  
John I. Norman (San Jacinto USD)  
Vincent O'Neal (Temecula Valley USD)  
Mark Orozco (Beaumont USD)

**Subregion 18-B (Imperial)**

Ralph Fernandez (Brawley Union HSD)  
Diahna Garcia-Ruiz (Heber ESD)

**REGION 20 - County: Santa Clara**

Danielle Cohen (Campbell Union SD)  
Michael Gipe (Saratoga Union ESD)  
Albert Gonzalez (Santa Clara USD)  
Nancy A. Newton (Fremont Union HSD)  
George Sanchez (Franklin-McKinley ESD)

**REGION 22 - North Los Angeles – Los Angeles County****John K. Curiel (Westside Union ESD)**

R. Michael Dutton (Keppel Union ESD)  
Rose Koscielny (Saugus Union ESD)

**REGION 23 - San Gabriel Valley and East Los Angeles County****Subregion 23-A**

Richard A. Sonner (South Pasadena USD)  
Matthew Stadtler (San Gabriel USD)

**Subregion 23-B**

Heidi L. Gallegos (Rowland USD)  
Helen Hall (Walnut Valley USD)  
Larry L. Redinger (Walnut Valley USD)

**Subregion 23-C**

Hilary LaConte (Claremont USD)  
Christina Lucero (Baldwin Park USD)

**REGION 24 - Southwest Crescent – Los Angeles County**

Jan Baird (South Whittier ESD)  
Maynard G. Law (ABC USD)  
Joseph Rivera (El Rancho USD)  
Patricia Siever (Culver City USD)  
Sophia M. Tse (ABC USD)  
Ana Valencia (Norwalk-La Mirada USD)



## 9. GENERAL ADMINISTRATION

9.4 Designation of Date and Time of the Organizational Meeting of the Board

---

BACKGROUND INFORMATION: Education Code Section 35143 requires that each school district hold an annual organizational meeting within the period of fifteen days of the first Friday in December, which this year is December 7, 2012 through December 21, 2012. Unless otherwise provided by rule of the governing board, the date and time of the annual organizational meeting shall be selected by the board at its regular meeting immediately prior to the annual meeting.

CURRENT CONSIDERATIONS: According to the annually adopted meeting schedule of the board, the regular meeting within the designated period is scheduled for December 20, 2012.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Designate December 20, 2012 at 7:00 p.m. as the date and time for the regular and organizational meeting of the board. The meeting will be conducted in the Ridgecrest City Council Chambers, 100 West California Avenue.

## 9. GENERAL ADMINISTRATION

### 9.5 Approval to Submit a Request for Allowance of Attendance for Pierce Elementary School in the Sierra Sands Unified School District Because of Emergency Conditions Due to Power Outage

---

**BACKGROUND INFORMATION:** When a district or school is prevented from maintaining the required number of minutes or days of attendance as prescribed by education code due to emergency conditions, the district may apply to the California Department of Education for allowance of attendance and instructional time credit with documentation of the emergency conditions by affidavits of the members of the governing board of the district and the County Superintendent of Schools.

**CURRENT CONSIDERATIONS:** On November 4, 2012, at approximately 7:35 p.m. there was an unplanned power outage as determined by Southern California Edison (SCE). This power outage impacted Pierce Elementary School on November 5, 2012 which required school to be closed for the day. By the morning of November 6, 2012, SCE was able to power up the school using generators and school was held on Tuesday, November 6, 2012 with a delayed start of one hour.

Sections 41422 and 46392 of the California Education Code provide for the crediting of attendance when the average daily attendance has been materially decreased because of an emergency condition. In order to receive attendance credit for this loss of instructional time, the district has prepared and wishes to submit a request for allowance of attendance to be submitted to the California Department of Education. The County Superintendent of Schools will support the district in this request.

**FINANCIAL IMPLICATIONS:** If approved, the district will be held harmless from revenue loss that would result from loss of ADA or instructional time during this emergency situation.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board approve submission of the Request for Allowance of Attendance Because of Emergency Conditions to the California Department of Education for Pierce Elementary School in the Sierra Sands Unified School District on November 5, 2012, as a result of emergency conditions due to a power outage.

**REQUEST FOR ALLOWANCE OF ATTENDANCE  
BECAUSE OF EMERGENCY CONDITIONS  
Form J-13A (Rev. 01-05)**

School District (or Charter School) Name: Sierra Sands Unified School District  
School District (or Charter School) Address: 113 Felspar Street Ridgecrest, CA  
County-District Code: 15-73742  
County Name: Kern

This form replaces the Form J-13A (Rev. 4-90) and should be used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in *Education Code* Section 41422
- When one or more schools were kept open but experienced a material decrease in attendance because of conditions described in *Education Code* Section 46392
- When attendance records have been lost or destroyed as described in *Education Code* Section 46391

Approved credit for instructional time may be used in conjunction with regular instructional days to satisfy the requirements of *Education Code* Section 37202 (equal length of instructional time among schools within a district).

A separate form should be submitted for each emergency event, but credit may be requested for more than one school and under one or more of the foregoing conditions on the same form. Each separate form must include the affidavit of the governing board members and the county superintendent before it can be approved by the State Superintendent of Public Instruction.

The original form (with the board members' affidavit) and two copies should be filed with the county superintendent of schools. If the county superintendent approves the request, he or she should execute the affidavit certifying that approval and forward all pages of the original and one copy of the form to:

Office of Principal Apportionment and Special Education  
School Fiscal Services Division  
California Department of Education  
1430 N Street, Suite 3800  
Sacramento, CA 95814

This form consists of five preprinted pages. Pages 1 and 5 (5C for charter schools) must accompany all submissions. Page 4 (Lost or Destroyed Attendance Records) will not need to be submitted by most districts. Multiple copies of Pages 2 and/or 3 may have to be submitted when claims are made on a school-by-school basis.

**SCHOOL CLOSURE**

Nature of Emergency (describe): On November 5, 2012 Pierce Elementary School in the Sierra Sands Unified School District was closed due to an unplanned power outage that began on November 4, 2012 at approximately 7:35 p.m.

Name of School(s):

Pierce Elementary                      15-73742-6009294

We request that apportionments be maintained and instructional time credited for the above named school(s) without regard to the fact that the school(s) were closed on (dates):

November 5, 2012

because of the described emergency. Approval of this request authorizes the local educational agency to disregard these days in the computation of average daily attendance (ADA) (per Section 41422) and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *Education Code* Section 46200, et seq.

If the school closure resulted from a power outage or impassable roads caused by inclement weather, state the number of school closure days for the same conditions in each of the last five years:

On January 3, 2011, all schools in the Sierra Sands Unified School District were closed due to unsafe road conditions caused by inclement weather (snow).

Rand Elementary School was closed on December 18, 2008 due to closure of Highway 395. Highway 395 is the route our transportation department must travel to transport students to school. It is also the route the classroom teacher and clerk must travel to get to the school site.



**MATERIAL DECREASE**

Nature of Emergency (describe):

Name of School:  
(if request covers all schools, write "all schools")

School Code(s):

We request the substitution of estimated days of attendance for actual days of attendance in accordance with the provisions of Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of apportionments for the foregoing school(s) for (dates) \_\_\_\_\_ during which school attendance was materially decreased because of the described emergency.

Estimated attendance for each day (October or May ADA): \_\_\_\_\_ students per day.  
Estimated daily attendance multiplied by number of days of material decrease, yields \_\_\_\_\_ days of attendance requested.

State method of determining estimated daily attendance (October or May ADA):  
ADA for school month beginning on \_\_\_\_\_, 2\_\_\_\_ and ending on \_\_\_\_\_, 2\_\_\_\_.

Actual apportionable attendance for days of material decrease:

Site	Date	Actual Attendance
------	------	-------------------

**LOST OR DESTROYED ATTENDANCE RECORDS**

We request the use of estimated attendance in lieu of attendance that cannot be verified because of the loss or destruction of attendance records. This request is made in accordance with Section 46391. The entire period covered by the lost or destroyed records commences with \_\_\_\_\_, 2\_\_\_\_, up to and including, \_\_\_\_\_, 2\_\_\_\_.

Describe circumstances and extent of records loss or destruction:

Describe how it is proposed to reconstruct attendance records or estimate attendance in the absence of records:

**AFFIDAVIT OF GOVERNING BOARD MEMBERS**

We, members constituting a majority of the governing board of the Sierra Sands Unified school district, hereby swear (or affirm) that the foregoing statements are true and are based on official district records.

_____	_____
Mrs. Amy Covert	
_____	_____
Mrs. Judy Dietrichson	
_____	_____
Mr. William Farris	
_____	_____
Mr. Tim Johnson	
_____	_____
Mr. Tom Pearl	
_____	_____
Mr. Kurt Rockwell	
_____	_____
Mr. Michael Scott	

Printed Names

Signatures

**At least a majority of the members of the governing board shall execute this affidavit.**

Subscribed and sworn (or affirmed) before me, this 15th day of November, 2012.

Signature, Title \_\_\_\_\_  
of Kern County, California

Contact/Individual responsible for preparing this form:

Name: Shirley Kennedy Title: Assistant Superintendent

Phone: (760) 499-1640 Fax : (760) 375-1959 E-mail: skennedy@ssusd.org

**AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS**

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

Signature, County Superintendent of Schools \_\_\_\_\_

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

Subscribed and sworn (or affirmed) before me, this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

Signature, Title \_\_\_\_\_  
of \_\_\_\_\_ County, California

Contact/Individual responsible for preparing this form:

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

Phone: \_\_\_\_\_ Fax : \_\_\_\_\_ E-mail: \_\_\_\_\_

We, members constituting a majority of the governing board of the \_\_\_\_\_  
\_\_\_\_\_ charter school, hereby swear (or affirm) that the foregoing  
statements are true and are based on official district records.

**At least a majority of the members of the governing board shall execute this affidavit.**

Contact/Individual responsible for preparing this form:

**Approval by Superintendent of Authorized Local Educational Agency (LEA)**

Signature, Title \_\_\_\_\_  
of \_\_\_\_\_ (LEA).

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

Signature, County Superintendent of Schools \_\_\_\_\_  
Date: \_\_\_\_\_

Subscribed and sworn (or affirmed) before me, this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

Signature, Title \_\_\_\_\_

of \_\_\_\_\_ County, California

Contact/Individual responsible for preparing this form:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax : \_\_\_\_\_ E-mail: \_\_\_\_\_

## 11. BUSINESS ADMINISTRATION

### 11.1 Approval and Affirmation by the Sierra Sands Unified School District Board of Education Regarding the Practice of Utilizing California Multiple Award Schedules (CMAS) and Western States Contracting Alliance (WSCA) as its first choice for Purchases and Acquisitions

---

BACKGROUND INFORMATION: For many years, the Sierra Sands Unified School District has employed the practice of using CMAS and WSCA as its first choice option whenever possible for its purchases and acquisitions. The board believes this practice is prudent, responsible and enables the district to operate in an efficient, effective manner which is compliant with the rules and regulations associated with purchasing for public entities.

CURRENT CONSIDERATIONS: Currently the board needs to formally take action on the practice the district has established, thus enabling the district to continue to use CMAS and WSCA as the first choice whenever possible for its purchases and acquisitions.

FINANCIAL IMPLICATIONS: The expected financial impact for the district is the ability to purchase/acquire items which have already been screened for appropriateness, economy, and efficiency. There is no cost associated with this action.

SUPERINTENDENT'S RECOMMENDATION: The superintendent's recommendation is to approve and affirm the district's long standing practice of utilizing CMAS and WSCA as its first choice for purchases and acquisitions now and in the future.

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrants

---

CURRENT CONSIDERATIONS: “A” and “B” warrants released in October 2012 are submitted for approval. “A” warrants totaled \$2,233,460.57. “B” warrants totaled \$1,347,213.74

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for October, 2012 as presented.

This list represents the "A" and "B" warrants released during the month of **OCTOBER 2012**  
The "A" and "B" warrant registers are available in the business office for your review.

**RECOMMENDED ACTION: Approve "A" and "B" warrants as presented.**

### **"A" WARRANTS**

<u>Type of Payroll</u>	<u>Amount</u>
End of month certificated	\$1,575,370.73
End of month classified	\$506,384.91
10th of month certificated	\$74,728.73
10th of month classified	\$76,976.20
<b>Total "A" Warrants</b>	<b>\$2,233,460.57</b>

### **"B" WARRANTS**

<u>Register Number</u>	<u>Amount</u>
Batch 40	\$94,218.18
Batch 41	September
Batch 42	Food Service
Batch 43	September
Batch 44	September
Batch 45	September
Batch 46	\$30,688.99
Batch 47	Food Service
Batch 48	\$51,707.82
Batch 49	\$52,468.38
Batch 50	Food Service
Batch 51	Void
Batch 52	Void
Batch 53	\$10,355.00
Batch 54	\$26,945.70
Batch 55	\$261,143.00
Batch 56	\$37,812.61
Batch 57	Food Service
Batch 58	\$85,733.30
Batch 59	\$44,207.40
Batch 60	\$2,470.00
Batch 61	November
Batch 62	\$89,970.97
Batch 63	\$416,342.00
Batch 64	\$93,132.28
Batch 65	\$50,018.11
<b>Total "B" Warrants</b>	<b>\$1,347,213.74</b>

## 12. CONSENT CALENDAR

12.2 Report to the Board on Solid Waste Hauling Services

---

BACKGROUND INFORMATION: In accordance with Public Resource Code 40059, at the August 18, 2011 board meeting, the district utilized Resolution #4 1112 to authorize a short-term contract for solid waste services while it reevaluated the district needs and went for bid for a solid waste hauling contract. This action was precipitated by the fact that the solid waste hauling service arrangement that was in place was due to expire on September 2, 2011 and the outcome of service provision was uncertain at the time and likely to remain so by the expiration date. This necessitated a short-term contract for service while the district pursued the bid process.

CURRENT CONSIDERATIONS: The district has concluded a short-term contract with Benz Sanitation, Inc. The district has been pleased with the service provided.

FINANCIAL IMPLICATIONS: The district is in the process of evaluating its solid waste hauling service requirements and is also developing specifications so that it can publically request formal proposals for these services from all qualified providers.

SUPERINTENDENT'S RECOMMENDATION: There is no action required at this time. This item is provided for information only.



12. CONSENT CALENDAR

12.3 Approval of Recommendation of Administrative Hearing Panel Regarding Enrollment Request from a Student Expelled from Another District, Case #D02 1213

---

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for enrollment of a student expelled from another district.

CURRENT CONSIDERATIONS: Board approval for enrollment is requested for the following student expelled from another district:

CASE # D02 1213: As determined by an administrative hearing panel, the student's admission to a Sierra Sands school would not pose a continuing danger to district students or employees. The recommendation is that Case #D02 1213 be permitted to conditionally enroll in Sierra Sands Unified School District for the remainder of the fall 2012-13 semester under the terms in the behavior contract.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Approve the recommended action of the administrative hearing panel to accept the conditional enrollment of Case #D02 1213 allowing the student to enroll under the terms of the behavior contract.

12. CONSENT CALENDAR

12.4 Approval of Recommendations for Expulsion, Expulsion Case #9 1213

---

BACKGROUND INFORMATION: Education code requires the board to take final action on recommendations for expulsion.

CURRENT CONSIDERATIONS: Board approval is requested for the following expulsion cases:

Expulsion Case #9 1213: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2012-13 fall semester and the 2012-13 spring semester, suspending the spring semester allowing the student to reapply for admission under a behavior contract in January, 2013. During the period of expulsion, the student is referred to the Ridgecrest Learning Center.