

SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Board of Education
Regular Meeting**

**SEPTEMBER 19, 2013
Ridgecrest City Council Chambers
100 West California Avenue
www.ssusdschools.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 Castillo-Covert
Judy Dietrichson
Bill Farris, President
Tom Pearl
Kurt Rockwell, Vice President/Clerk
Michael Scott
Student Member, Lara Luu

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 special meeting of regular meeting of August 15, 2013 and the special meeting of August 26, 2013.

3. PROGRAMS AND PRESENTATIONS

- Recognition of Bill Farris and Judy Dietrichson for Years of Service as Members of the Board of Education, Sierra Sands Unified School District.
- Smarter Balanced Assessment Consortium (SBAC) Pilot Testing at Pierce School: Mrs. Barnes will share information about the Common Core English-Language Arts pilot test-

ing done by Pierce students last May. She will report on the technology, the assessment itself, and what we have learned from the pilot testing program.

4. PUBLIC HEARING

- 4.1 Public Hearing and Adoption of Resolution #2 1314 Statement of Assurance of Sufficient Textbooks and Instructional Materials and Certification that Pupils Are Provided with Standards-Aligned Textbooks and Instructional Materials

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

5.2 Reports from Members of the Board

5.3 Superintendent's Report

- Enrollment Update

5.4 Report to the Board of Trustees by the Desert Area Teacher's Association

5.5 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 Contract with Ridgecrest Regional Hospital for Services of a Behavior Health Therapist
- 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 2013
- 6.3 Approval of Contracts with Supplemental Educational Service (SES) Providers

7. POLICY DEVELOPMENT AND REVIEW

- 7.1 Approval of Revisions to Board Policy 0410 Nondiscrimination in District Programs and Activities
- 7.2 Approval of Revisions to Board Policy 5145.3 Nondiscrimination/Harassment
- 7.3 Approval of Revisions to Board Policy/Administrative Regulation 6145 Extracurricular And Cocurricular Activities

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 Resolutions #4 1314, #5 1314, and #6 1314, Teachers Teaching Out of Their Major/Minor Field or Area

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

8.5 Review and Approval of the Certificated Job Description for Assistant Superintendent of Human Resources.

9. GENERAL ADMINISTRATION

9.1 Nominations for CSBA Directors-at-Large American Indian, Black and County to the California School Boards Association (CSBA) Board of Directors

9.2 Gifts to District

9.3 Authorization for Board Member Travel to the Annual School Trustees Fall Dinner Meeting on October 29, 2013 of the Kern County School Boards Association

10. CONSTRUCTION ADMINISTRATION

11. BUSINESS ADMINISTRATION

11.1 Approval of Bid Selection for Bread Products for the 2013-14 School Year

11.2 Approval of Bid for the Purchase of Dairy Products for the 2013-14 School Year

11.3 Acceptance of the 2012-13 Unaudited Actuals

11.4 Adoption of Resolution #3 1314 Approving the 2013-14 Estimated Gann Limit Calculations for the Sierra Sands Unified School District

12. CONSENT CALENDAR

12.1 Approval of "A" and "B" Warrants

12.2 Approval for Buroughs High School Varsity Cheerleaders to Attend an Out of State Festival in Honolulu, Hawaii on January 23-27, 2014

12.3 Approval of Interdistrict Transfer Agreement for Montgomery

12.4 Approval of Contract with Kern County Superintendent of Schools for Mobility and Visually Impaired Itinerant Services for Special Education Students

12.5 Approval of Agreement with Atkinson, Andelson, Loya, Ruud and Romo for Legal Services Associated with Developer Fees, Modernization, and New Construction

12.6 Approval of Student Teaching Agreement with California State University, Bakersfield

12.7 Resignation of the Sierra Sands Unified School District Superintendent of Schools

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be October 17, 2013

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.ssusdschools.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 Regular Meeting of the Board of Education

DATE OF MEETING: August 15, 2013
TIME OF MEETING: 7:00 p.m.
PLACE OF MEETING: Ridgecrest City Council Chambers
MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott
MEMBERS ABSENT: None

PLEDGE OF ALLEGIANCE was recited in unison, led by Board Member Rockwell.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted.

2. APPROVAL OF MINUTES

The minutes of the special meeting of July 11, 2013 and the regular meeting of July 18, 2013 were adopted as presented with the correction that Board Member Rockwell was absent at the July 11, 2013 special meeting.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Member's Report

Student member Lara Luu reported the following:

Murray Middle School: The first day of school saw students greeted by the ASB, yearbook and Rachel's Challenge teams. Rachel's Link welcomed new students at orientation. Rachel's Link groups have already created a cohesive 6th grade class. The PTO has set up the first fundraiser of the year. Cookie dough will be sold in October and this should make for great competition between grade levels.

James Monroe Middle School: There were 126 new students in attendance at orientation. WEB leaders in purple shirts were great leaders and helped students find their way around the campus. Mrs. Finneran and Mrs. Paine will be visiting English classes to review the Positive

5. REPORT AND COMMUNICATIONS (continued)

5.1 Student Member's Report (continued)

Behavior Support System with students. The leadership students are working on a James Monroe Middle School radio show that will be broadcast over the PA system several times per week. The public is welcome to attend the first Coffee with the Principal on September 13, 2013 at 8:30 a.m. and Back to School Night on August 29, 2013 at 6:30 p.m.

Mesquite High School: The first day of school saw the first Student Led Community to introduce important aspects of Mesquite culture and to welcome new students. The ASB is already planning events for the coming year. The first Pathway to Graduation credit check is coming up soon. This assists students with taking ownership of the analysis of their current graduation status. The community is welcome to attend Back to School Night on August 28, 2013 at 6:30 p.m.

Burroughs High School: The Link Crew freshman orientation was a huge success. The students had a wonderful time and it was a great way to start the new school year. There was a real feeling of community inside the gym. The ASB is planning lots of fun events for the year and the sports teams are working hard in the summer heat to be ready for the upcoming sports season. The students at BHS are working together to make this a great school year.

5.2 Reports from Members of the Board

Board Member Castillo-Covert welcomed all board members and Sierra Sands employees back to the new school year. She was able to spend the first day of school at Burroughs High School greeting students, handing out class schedules and witnessing firsthand the efficiency in which textbooks are distributed to students in the library.

5.3 Superintendent's Report

Mrs. Rummer reported that the beginning of the school year is running smoothly. She was able to visit Gateway and Mesquite on the first day of school and was amazed to see how many parents came out to support their students on their first day at Gateway. Back to School Night schedules are posted on the website with the first one being held on August 19, 2013.

The district received notification that it was nominated for the 2013 Secretary of Defense Freedom Award by one of our employees who serves either in the National Guard or the Reserves. We were not one of the 15 finalists chosen for the award but were proud to be nominated and received a nice certificate.

Sierra Sands just received our new rating from Standard and Poor's. Our long term rating for QSCB and COPs is A – stable. Our GEO bond rating is A+. This good rating from Standard and Poor's is a reflection of our ability to continue to maintain a stable financial status.

5.4 Comments from the public on items not on the agenda

Loren Smith spoke regarding AB 1266.

Barbara Walls shared information with the board about transgender students.

6. EDUCATIONAL ADMINISTRATION

6.1 Review and Approval of Adult School Program Offerings for the 2013-14 School Year

Motion passed to approve the adult school program offerings for the 2013-14 school year.
DIETRICHSON/CASTILLO-COVERT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

6.2 Ratification of Contract with Sanderson's Health Services for Services to Sierra Sands Special Education

Motion passed to approve the ratification of contract with Sanderson's Health Services for services to Sierra Sands Special Education. CASTILLO-COVERT/SCOTT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

6.3 Approval of Addendum to Illuminate Software License Agreement for Support in the Development and Implementation of a Comprehensive Student Achievement System and Transition to Common Core

Motion passed to approve the addendum to Illuminate software license agreement for support in the development and implementation of a comprehensive student achievement system and transition to common core. SCOTT/DIETRICHSON

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

6.4 Report to the Board Regarding Grant Award Notification for the Federal Elementary School Counseling Grant

This item was presented as an informational item only and required no action.

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of District/Site Safety Training Methods in Response to the Recommendations by the United States Department of Homeland Security and the Kern County Threat Assessment Taskforce

Motion passed to approve the district/site safety training methods in response to the recommendation by the United States Department of Homeland Security and the Kern County Threat Assessment Taskforce. CASTILLO-COVERT/ROCKWELL

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

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. PERSONNEL ADMINISTRATION (continued)

Motion passed to adopt the personnel actions as presented.
DIETRICHSON/CASTILLO-COVERT

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

9. GENERAL ADMINISTRATION

10. CONSTRUCTION ADMINISTRATION

11. BUSINESS ADMINISTRATION

11.1 Approval of Contract with Sy-Tech Solutions for Document Management Services

Motion passed to approve the contract with Sy-Tech Solutions. DIETRICHSON/ROCKWELL

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

11.2 Report to the Board Related to Change in State Funding Methodology

This item was presented as an informational item only and required no action.

President Farris temporarily adjourned the Sierra Sands Unified School District board meeting at 8:16 p.m. and opened the meeting of the board of directors of the Inyo-Kern Schools Financing Authority.

The Sierra Sands Unified School District Board of Education Meeting was reopened at 8:17 p.m.

12. CONSENT CALENDAR

12.1 Approval of A & B Warrants

12.2 Approval of Contract with Ester Sires to Serve as WorkAbility I Director for the 2013-14 School Year

12.3 Authorization to Utilize the Unrestricted General Fund to Provide Funds on a Temporary Basis to Fund 12 (Preschool) throughout the 2013-14 School Year

12.4 Approval of Agreement with Southern Sierra Boys and Girls Club for Use of Facilities at Gateway and Las Flores Elementary Schools.

12.5 Approval of Interdistrict Transfer Agreement for Bain.

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

AYES: Castillo-Covert, Dietrichson, Farris, Pearl, Rockwell, Scott

13. FUTURE AGENDA

No future agenda items.

14. ADJOURNMENT was at 8:18 p.m.

THE BOARD OF EDUCATION

Kurt Rockwell, Vice President/Clerk

Joanna Rummer, Secretary to Board

recorder: Diane Naslund

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: August 26, 2013
TIME OF MEETING: 12:00 noon
PLACE OF MEETING: District Office Conference Room "A"
MEMBERS PRESENT: Castillo-Covert, Dietrichson, Farris, Scott
MEMBERS ABSENT: Pearl, Rockwell
STAFF PRESENT: Joanna Rummer, Superintendent

MOMENT OF SILENCE

1. ADOPTION OF AGENDA
2. BUSINESS ADMINISTRATION

2.1 Approval of Contract for Solid Waste Hauling Services

Motion passed to approve the contract for solid waste hauling services with Waste Management. DIETRICHSON/SCOTT

Ayes: Castillo-Covert, Dietrichson, Farris, Scott

3. ADJOURNMENT was at 12:05 p.m.

THE BOARD OF EDUCATION

Kurt Rockwell, Vice President/Clerk

Joanna Rummer, Secretary to Board

4. PUBLIC HEARING

4.1 Public Hearing and Adoption of Resolution #2 1314, Statement of Assurance of Sufficient Textbooks and Instructional Materials and Certification that Pupils Are Provided with Standards-Aligned Textbooks and Instructional Materials

BACKGROUND INFORMATION: In order for the district to be eligible to receive state textbook and instructional materials funds from any state source, the governing board of the district must conduct a public hearing and make a determination, through a resolution, as to whether each pupil in each school in the district has sufficient textbooks and instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adoption by the state board. This is in compliance with Education Code Section 60119. As revised by Chapter 118, Statutes of 2005 (Williams lawsuit), this public hearing shall take place on or before the end of the eighth week from the first day pupils attend school for that year.

Education Code 60242.5 requires local education agencies to certify that they have provided each pupil with sufficient standards-aligned textbooks and instructional materials and that they have done so within the time limit stated. After the local governing agency certifies that it has provided each pupil with a standards-aligned textbook or basic instructional materials in the four core academic subjects (history-social science, mathematics, reading/language arts and science), the district may use Instructional Materials Funding Realignment Program (IMFRP) funds to purchase instructional materials from any other current state adopted list, including health, foreign language, visual and performing arts, and English as a second language.

CURRENT CONSIDERATIONS: Staff has determined that sufficient textbooks and instructional materials have been provided and will continue to be provided in accordance with Education Code Section 60119. All students have standards-based aligned textbooks and instructional materials in history-social science, math, science, and English/language arts for the 2013-14 school year. Sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language and health classes. Laboratory science equipment was available for science laboratory classes offered in grades 9-12.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Adopt Resolution #2 1314 certifying that each pupil in each school in the district has sufficient textbooks or instructional materials and is in compliance with Education Code 60119 and 60242.5 regarding standards-aligned textbooks.

BEFORE THE BOARD OF EDUCATION
of the
SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #2 1314
ASSURANCE REGARDING SUFFICIENCY OF TEXTBOOKS
AND INSTRUCTIONAL MATERIALS:

WHEREAS, the governing board of Sierra Sands Unified School District, in order to comply with the requirements of Education Code Section 60119 held a public hearing on September 19, 2013 at 7:00 p.m. which is on or before the eighth week school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects: mathematics, science, history-social science, and English/language arts, including the English language development component of an adopted program, and;

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language and health classes, and;

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

THEREFORE, IT IS RESOLVED that for the 2013-14 school year, Sierra Sands Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

* * * * *

I, Joanna Rummer, hereby certify that the foregoing resolution was duly adopted at a meeting of the Board of Education of the Sierra Sands Unified School District duly held on the nineteenth day of September 2013 on a motion of _____, seconded by _____, and by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Superintendent/Secretary to the Board
Sierra Sands Unified School District

6. EDUCATIONAL ADMINISTRATION

6.1 Contract with Ridgecrest Regional Hospital for Services of a Behavior Health Therapist

BACKGROUND INFORMATION: With the signing of Assembly Bill (AB) 114 on June 30, 2011, local educational agencies (LEAs) became solely responsible for ensuring that students with disabilities receive special education and related services, including some services previously arranged for or provided by county mental health agencies. LEAs must adjust their array of services, including securing the services of qualified personnel, accessing available funding sources to support service provision, and ensuring that the array of services is able to meet each student's specific needs.

CURRENT CONSIDERATIONS: Since the passage of AB 114, Sierra Sands has begun assuming the responsibility for the provision of related mental health services to students with special needs. The array of services offered by the LEA must include required services for all students as identified by the Individuals with Disabilities Education Act (IDEA). Some of these related services include: counseling, counseling and guidance, parent counseling and training, psychological services, social work services in schools, behavior intervention and residential placement.

Sierra Sands currently employs one full-time credentialed school counselor and one half-time credentialed school psychologist who provide services to district students. They provide group and individual counseling services. They assist site staff with creating behavior support plans for students with inappropriate behaviors. These services are within the scope of their training and credentials. SELPA has three psychologists who are responsible for the assessment of students with special needs and two program specialist who are providing training for teachers in managing challenging behaviors. These six and one-half professional positions are the core of Sierra Sands' Mental Health team.

Before the passage of AB 114, Sierra Sands contracted with Kern County Department of Mental Health (KCDMH) for those psychological services that were beyond the scope of the credentials of LEA employees. These services included individual, group and family therapy. KCDMH sub-contracted those services with a local provider.

Last year, the management of Ridgecrest Regional Hospital (RRH) approached Sierra Sands with a proposal for a collaboration between the hospital and the school district to meet the need for mental health therapy services for students in Sierra Sands. Ridgecrest Regional Hospital has hired a Behavior Health Therapist and Sierra Sands SELPA wishes to contract with RRH for the services of this therapist to provide mental health therapy services to students with special needs as required by IDEA. This

therapist would work directly with the SELPA mental health team to develop the referral, assessment and service delivery process.

FINANCIAL IMPLICATIONS: The estimated cost of the therapist services for the 2013-14 school year is \$55,000. The funding will be taken from the mental health funds established by the Budget Act of 2011-12.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the contract with Ridgecrest Regional Hospital for the services of a licensed Marriage and Family Therapist.

SCOPE OF WORK

FUNCTION:

To provide behavioral health services to eligible district students referred for assessment and assistance with the goal of facilitating and promoting appropriate behavioral health and personal growth.

MAJOR DUTIES AND RESPONSIBILITIES:

- To implement and support the philosophy, goals, objectives, and policies of the district.
- To provide individual or group therapy services at various locations.
- To complete required documentation for students.
- To develop and maintain behavior health programs to meet student needs.
- To conduct interviews, assessments, and observations.
- To participate in special assessments, individual therapy plans, and other meetings.
- To refer students to other public/private community agencies.
- To provide in-service training to parents, community agencies, students, district personnel and others.
- To make recommendations to the district for mental health therapy services.
- To assist with Nonviolent Crisis Prevention Intervention as needed.
- To perform other related duties as required.

SUPERVISION EXERCISED OR RECEIVED:

Under the immediate supervision of the Executive Director of Special Education.

QUALIFICATIONS:

- Valid California Board of Behavioral Sciences Examiners (BBSE), Marriage Family Therapist (MFT), Licensed Clinical Social Worker (LCSW) or Clinical Psychologist.
- Three years experience providing mental health therapy services with a California school district or county office of education desired.
- Experience in the behavioral health plan process (including direct services, treatment plans, monitoring progress, termination of services).
- Experience in medical charting.
- Experience in providing training to parents, school district staff, and/or community-based organizations desired.

Initials _____

- Experience working with a Special Education Local Plan Area, including experience participating in IEP team meetings desired.
- Clinical supervision experience.
- Experience providing mental health therapy services to the 5-12 age population desired.
- Ability to work effectively with staff, students, and public and to respect confidential matters.
- Certification of completion of the district's Nonviolent Crisis Prevention Intervention Training within the first 30 days of employment.
- Possession of valid California driver's license and personal automobile for use on district business.

Initials _____



SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 Felspar
Ridgecrest, California 93555

CONTRACT FOR PROFESSIONAL SERVICES

Ridgecrest Regional Hospital, (Contractor), and the Sierra Sands Unified School District (District), hereby agree as follows:

1. Contractor shall provide the following professional services and all materials: As per attached "Scope of Work"
2. Contractor shall complete all services no later than June 30, 2014.
3. Contractor shall hold District harmless for any loss, damage, or injury arising from the performance of service.
4. District shall compensate Contractor the total sum of an amount not to exceed Fifty-Five Thousand dollars (\$55,000.00) for all services rendered.
5. District shall not reimburse Contractor for travel, accommodation, and meal expenses.
6. Contingent upon receipt of W-9 form, District shall pay Contractor within 30 days after completion of service and presentation of an appropriate invoice.
7. Services shall commence on September 23, 2013.

AGREED BY CONTRACTOR

Authorized Signature

Date: _____

Company Name

Street Address

City/State/Zip

Social Security or Employer Identification Number

AGREED BY DISTRICT

Authorized Signature

Date: _____

Budget Code

Requisition No.

6. EDUCATIONAL ADMINISTRATION

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 2013

BACKGROUND INFORMATION: The Public Schools Accountability Act (PSAA) was signed into law in California in April of 1999. This law authorized the establishment of the first statewide accountability system for California Public schools. A major component of this accountability system is the Academic Performance Index (API), which is the cornerstone of the Public Schools Accountability Act. The API is used to rank the academic performance of schools, set targets for growth, and monitor progress over time.

The No Child Left Behind Act of 2001, which reauthorized the federal Elementary and Secondary Act (ESEA), requires all districts and schools to demonstrate Adequate Yearly Progress, with an eventual goal that 100 percent of all students will be proficient or above in reading/ language arts and mathematics by 2013-2014. Beginning in 2003, California public schools came under both the state and the federal accountability system outlined in *No Child Left Behind* (NCLB).

To meet NCLB requirements in California, it was determined that the new federal AYP requirements would be added to the current state school accountability system that was established by state law in 1999. Both the Academic Performance Index (API) and Annual Yearly Progress (AYP) are reported each fall in the Accountability Progress Report. Teachers, parents, and administrators use these test results to monitor school and student progress. The results are used in combination with other indicators of student achievement to help make decisions about ways to improve student learning and school programs.

CURRENT CONSIDERATIONS: The California Department of Education released the Accountability Progress Report on August 29, 2013 which includes both API and AYP results from spring 2013. Schools and districts are required to meet criteria outlined in the two accountability systems, state (API) and federal (AYP) each year. Criteria include meeting proficiency rates in English language arts and mathematics (AMO), participation rates, an annual API target, and graduation rate for all student groups.

Due to the outstanding performance by all of our schools this past spring, the district's API is 813. Every elementary school, one middle school, and Burroughs have exceeded the state API target of 800. Monroe demonstrated double digit growth with 13 points and is very close to the target of 800. Due to small size, Rand does not post per-

formance data and Mesquite meets accountability requirements specific to alternative schools.

The district, and all elementary schools, receive Title 1 funds and must meet federal accountability requirements (AYP). For 2013, all students school wide and all subgroups must perform at or above 89% proficiency in ELA and math, or meet Safe Harbor targets. Under these requirements, the district and one elementary school, Richmond, have progressed to Year 3 of Program Improvement and two elementary schools, Faller and Pierce, have progressed to Year 2 Program Improvement. Gateway and Las Flores met its targets and remain out of Program Improvement and Inyokern exited Program Improvement. Inyokern was the only school in Kern County to exit.

An overview of data and requirements for addressing this federal status will be shared tonight in the presentation.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: The Assistant Superintendent of Curriculum/ Instruction and Coordinator of Special Projects will provide a summary report of this data for the board. This item is presented for information only.

6. EDUCATIONAL ADMINISTRATION

6.3 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 Education 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 two schools in Year 2 PI and one school in Year 3 PI. Each parent at these three schools has received a letter informing them of school choice options. In addition, these schools must also offer Supplemental Education Services (SES) to eligible students of low-income families at all three schools.

All CDE approved SES providers on the CDE list for our district were contacted in August and invited to submit a Letter of Intent and a copy of their approved CDE RFA. Those responding were then invited to a mandatory meeting on August 15, 2013 at the district office along with mandatory training on the CAYEN system, which will be used to track all services and invoicing. Seven companies completed all requirements and were invited to submit required contract documents.

These companies have completed all required documents and the contracts are being presented for board approval. A copy of the SES timeline for 2013-14 is attached for your information. Tutoring will begin on October 28, 2013 and must be completed by April 11, 2014.

FINANCIAL IMPLICATIONS: Required set-asides for School Choice and Supplemental Educational Services are \$209,988.20 which is 20% of the annual Title 1 allo-

Approval of Contracts with Supplemental Educational Service (SES) Providers

cation to the district (\$1,049,941). The per pupil amount for SES, as calculated by CDE, is \$771.45 meaning that up to 204 students may be served.

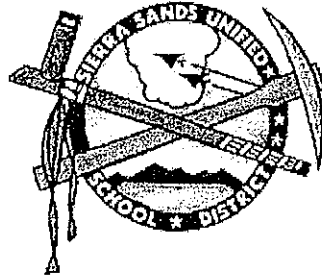
SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the Supplemental Educational Services contracts for the 2013-14 school year.



**SIERRA SANDS UNIFIED SCHOOL DISTRICT (SSUSD)
SUPPLEMENTAL EDUCATIONAL SERVICES (SES) TIMELINE
2013-2014**

Revised 5/6/13

May 6	Email provider intent letter
May 31	Provider CDE-approved SES RFA and Letter of Intent due to SSUSD – must be postmarked by this date
August 15	<u>Mandatory</u> SES Provider Meeting – Sierra Sands Unified School District Office, 113 Felspar, Ridgecrest, CA 93555, 10:00 a.m. – 12:00 p.m. SSUSD Contract Requirements <ul style="list-style-type: none">▪ Cayen password released to SES provider at training to create Cayen Scope of Service
August 19	10:00 a.m. – 2:00 p.m. (PST) <u>Mandatory</u> Webinar CAYEN training – Log in information will be handed out at Mandatory Meeting on August 15, 2013 . Please make sure correct attendee(s) participate in Cayen Webinar.
September 4	Cayen Scope of Service (Parts 1 and 2) due <u>on-line</u> by 10:00 am (Pacific Time) to SSUSD
September 6	All required contract items are due to SSUSD and must be postmarked by this date (Insurance, employee clearances/employee list, Cayen Competency Verification Form, etc.) **Employee clearances will be required on ALL employees having contact with students. Employees currently hired by another district will NOT be automatically cleared.
September 19	SSUSD Board Meeting – Contract Approvals
September 27	SSUSD to mail SES applications to eligible families
October 8	Provider Fair, 4-7 pm (District Office Conference Room C) Provider Set-up 3:30-4:00 pm (<i>Provider Fair guidelines distributed at August 15th meeting</i>)
October 11	SES applications (First Application Window) due from parent(s) to SSUSD
October 23	SSUSD mails Notification Letters to Parent(s) regarding SES expectations
October 28	TUTORING SERVICE WINDOW BEGINS <ul style="list-style-type: none">❖ Release of Cayen password to access confidential student data❖ Provider must contact all parents of enrolled students within 15 calendar days of receipt of student information (deadline –November 12, 2013). Parent contact info/dates must be entered into Cayen.❖ Begins 45 calendar day 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 December 13, 2013. <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 <u>prior</u> to start of billable tutoring❖ Tutoring Sessions must begin 15 calendar days after approved SLP❖ Monthly Cayen Student Progress Reports must be completed and submitted to SSUSD with monthly invoices once tutoring begins,❖ Providers must adhere to monthly invoice timelines❖ Accurate monthly Cayen invoices must be submitted to SSUSD with all required supporting documentation.
January 13-31	<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 nd window of SES applications.
January 31	2 nd Application Window Students without Approved Cayen Student Learning Plans by January 31, 2014 at 10:00 a.m. (PST) will be reassigned to another provider.
February 14	First Tutoring session must be completed for 2 nd Application Window Students.
April 11	<u>Last day of tutoring</u>
May 16	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
2013-14
BETWEEN THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT
AND
Professional Tutors of America, Inc.

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INDEPENDENT CONTRACTOR AGREEMENT FOR
SUPPLEMENTAL EDUCATIONAL SERVICES 2013-14
BETWEEN THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT
AND
Professional Tutors of America, Inc.

1) PURPOSE

This Independent Contractor Agreement ("AGREEMENT") is entered into this 19th day of September, 2013, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and Professional Tutors of America, 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 2013-14 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, 2014 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 11, 2014**. 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. December 13, 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 December 28, 2013. Commencing on, January 10, 2014, 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 \$68 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 2013-14 academic year is \$771.45 (as of 08/13/13) 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 10/01/13, the invoice is due November 14, 2013. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/13 in Cayen is 12/15/13 (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: RA

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 14, 2014.

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:
Christina Giraldo- Assistant Supt. of Business Services	Robert Harraka
Sierra Sands Unified School District	Professional Tutors of America, Inc.
113 Felspar	3350 E. Birch St., Suite 108
Ridgecrest, CA 93555	Brea, CA 92821

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 _____, 2013

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

Joanna Rummer- Superintendent

By:

Name/Title Robert Harraka, CEO

SSN or Tax ID # 33-0015574

Date 8/19/13

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
Supplemental Educational Services Providers
Confirmation of Contract Received
2013-14**

(CONTRACTOR Name) Professional Tutors of America verifies that CONTRACTOR or its agent attended the District's mandatory meeting on **August 15, 2013** and Cayen Webinar training on **August 19, 2013**. 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
Gwendolyn P. Thornton	PTA-Tutor	Gwendolyn P. Thornton	8-15-13	Kennedy

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

Confirmation of Contract Received from District				
Name	Title/Position	Signature	Date	District
Gwendolyn P. Thornton	PTA-Tutor	Gwendolyn P. Thornton	8-15-13	Kennedy

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 2013-14.			
Name	Title/Position	Signature	Date
Robert Harraka	CEO	Robert Harraka	8-29-13

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

Professional Tutors of America, Inc.

Local Contact Person

Robert Harraka

Address

3350 E. Birch St. Suite 108

City	State	Zip Code
Brea	CA	92821

Phone	Fax
800-832-2487x229	714-671-1887

E-mail
 robert@professional tutors.com

Website
<http://www.professionaltutors.com>
Estimated Start Date for Services
 10/28/2013

Corporate Contact Person

Robert Harraka, CEO

Address

3350 E. Birch St. Suite 108

City	State	Zip Code
Brea	CA	92821

Phone	Fax
800-832-2487	714-671-2487

E-mail
 robert@professional tutors.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:
 Our tutors go to the home of the student, so no transportation is necessary.

Do you work with multilingual students?
 Yes, all sessions

If so, which language(s)?
 Chinese
 Spanish
 Vietnamese

If "Other" please specify:
Comments:
Provider Description

We have been providing One-to-One academic tutoring in English Language Arts and Math for 29 years. Our program is a high quality tutoring intervention approach. Our programs focus is on student development and improvement of reading, language arts, and mathematics through the domains of listening, speaking, reading and writing. The program is on a one-to-one basis and the instruction takes place at the students home. Tutoring may also take place at a public library if requested by the parent. To begin our program, we administer a pre-test by Scantron's "Performance Series" to obtain the student's strengths and weaknesses. Scantrons unique Suggested Learning Objectives report organizes skills and concepts for each student by ability level, according to the Performance Series scaled score. The learning objectives are used to develop the Student Learning Plan. These skills and concepts, aligned to California state standards, help guide instruction by identifying the next steps for the student.

What qualifications or experience are required for staff members who provide direct tutoring services to students?
 Our teaching staff consists of teaching and business professionals that are required to have a 4 year college degree at a minimum. Our teaching professional staff consists of either active credentialed teachers, retired teachers, or substitute teachers. Our business professional staff consists of college graduates with degrees including Mathematics, Science, Engineering and English

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

We have contracted SES services to over 275 school districts throughout California, and have been providing SES services since the NCLB

<http://sierrasandpublic.cayen-server.net/Aplus/nclb/rptSSTProviderScopeOfService.asp?SSTProviderID=5> 8/29/2013

Act came into effect in 2002. Many of these school districts are in rural areas of low population, and we have always been able to fully provide services to all students. We come highly recommended by such districts for being able to take on extra students that other providers were unable to serve.

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

Yes, all curricula are aligned to California state standards. All of the instruction materials and workbooks that are used and provided by Professional Tutors of America are research-based and are on the List of Certified Supplemental Materials for English Learners or CDE Adopted Materials list. The instructional material included in our program design is comprised of Just Right Reading & Best Practices in Reading by Options Publishing, California Mathematics Standards Review by Buckle Down Publishing, Houghton Mifflin English, and Houghton Mifflin California Math.

What is your plan for 80% student retention?

Our program coordinators and tutors are trained to schedule lessons with the students and parents with as much notice as possible. If scheduling conflicts are continuous, then a new tutor can be re-assigned to the student. Our program coordinators will always follow through with the parents if students are not attending lessons regularly.

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

The testing instrument we utilize is the Performance Series assessment test, developed by Scantron Corporation. This assessment tool is an online, adaptive test module, and is 100% aligned with state content standards.

The online test adjusts automatically to each student's ability level, generating more difficult questions if the student is answering correctly and easier ones if the student is answering incorrectly. Students do not spend unnecessary time on test items that are much too difficult or too simple.

The result is a valid and reliable "scaled score" that can be used to measure academic growth.

Performance Series enables our teachers to create an individualized learning plan for each student based on their particular needs.

Scantron's unique Suggested Learning Objectives organize skills and concepts by ability level, according to the Performance Series scaled score.

These skills and concepts, aligned to California state standards, help guide instruction by identifying the "next steps" for the teacher, student, and parent.

A Curriculum Alignment Guide is used to align state standards to learning objectives. The reports display the states standards next to the appropriate learning objectives.

Throughout the program, tutors also utilize "Skills Connection", which is a part of the Performance Series module. The Skills Connection allows the tutor to develop study guides and sample quizzes that are directly correlated to the specific goals on the SLP, and can be evaluated to monitor student progress and achievement.

What are the student responsibilities outside of class?

There are no specific assignments given to the students outside of the lessons, but students are encouraged to study any lesson plans, worksheets, or workbooks that are being utilized as part of the program.

What are the parent responsibilities?

It is mandatory that an adult parent/guardian be in the home for the duration of all tutoring sessions. The tutoring must take place in visible sight of the parent/guardian--never in a private room. If tutoring is held at a public library, the librarian is made aware that the sessions are taking place. Parent/Guardian must pick up the student after each lesson, unless it is deemed safe for the student to walk home. Parents are expected to give th as much notice as possible if cancellation or re-scheduling of a session is required.

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

Our tutors meet regularly with the parents in person, as they are in the home during each tutoring session. Typically the tutor will meet with the parents each week after each lesson.

SES Provider Scope of Service - Session Maintenance

Session Name

5-1

Session Number

5-1

Method Of Instruction**In-Home Instruction**

No

Curriculum/Session Name**Location/Street Address****Student : Teacher Ratio****# of Seats**

500

Cost per hour per student

\$

Will Schedule...

Schedule Later

Start Date

10/28/2013

End Date

4/11/2014

Length (in hours)

2

of Classes**Subjects****Grades**

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Supplemental Educational Service Providers
CDOJ/FBI/TB Clearance and Personnel Training Affidavit
2013-2014

I, Robert Harraka, an authorized representative of Professional Tutors of America, 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 of 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 #
Brianna Cote	X	X	X	CA Credential: Multiple Subjects	6	714-671-0181
Jennifer McAllister	X	X	X	Child Dev. Teaching Permit	2	714-671-0181
Gwendolyn Thornton	X	X	X	MA: Special Education	5	714-671-0181
Rebecca Carr	X	X	X	MA: Psychology	2	714-671-0181
Carlene Sullivan	X	X	X	BA: Spanish	2	714-671-0181
Erika Rosales	X	X	X	Handling CAYEN Only	4	714-784-3440

I agree to keep this list current and to submit an addendum when any changes in status occur or additional personnel, including substitute tutors, are added. I understand that any personnel not cleared with the Panama-Buena Vista Union 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)

8-29-13
 Date

Robert Harraka, CEO
 Name (Print)

Sierra Sands Unified School District
SES Provider Qualifications 2013-14
Employee Competency in Cayen Verification

(CONTRACTOR NAME) Professional Tutors of America, 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
Ron Harraka	Accounting Director	3350 E. Birch St., Suite 108 Brea, CA 92821	714-784-3433	Ron@professional tutors.com
Mai Hua	Accounting Manager	3350 E. Birch St., Suite 108 Brea, CA 92821	714-784-3439	Mai@professional tutors.com
Robert Gordon	SES Manager	3350 E. Birch St., Suite 108 Brea, CA 92821	714-784-3454	Rgordon@professional tutors.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
Mai Hua	Accounting Manager	3350 E. Birch St., Suite 108 Brea, CA 92821	714-784-3439	Mai@professional tutors.com
Erika Rosales	Statistics Coordinator	3350 E. Birch St., Suite 108 Brea, CA 92821	714-784-3440	Erika@professional tutors.com
Corrie Schlatter	Accounting Coordinator	3350 E. Birch St., Suite 108 Brea, CA 92821	714-784-3426	Corrie@professional tutors.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
Mai Hua	Accounting Manager	3350 E. Birch St., Suite 108 Brea, CA 92821	714-784-3439	Mai@professional tutors.com



Authorized Signature of SES Representative

8/19/13
Date

(Printed Name) **Robert Harraka, CEO**

Company Procedures

1. All instruction, including assessments, will be given at the student's home or at a public library.
2. Tutors shall work with only one student at a time.
3. Tutors shall not transport any student at any time.
4. Tutors shall not enter the home if an adult is not present. An adult must always be present throughout the instructional period.
5. In the event a child needs medication during the lesson, an adult relative must administer it.
6. All student information is confidential.
7. Our services are available to all persons and our corporation does not discriminate, regardless of sex, sexual orientation, gender, ethnic groups, race, ancestry, national origin, religion, color, or mental or physical disabilities.
8. Discipline: Any necessary discipline of the student shall be the responsibility of the parent.
9. Complaint Procedures: Uniform Complaint Procedures are adhered to, pursuant to the California Code of Regulations. Procedures are listed below.
10. Sexual Harassment: Sexual harassment is strictly prohibited. Every reasonable step will be taken to prevent harassment from occurring. Any reports of sexual harassment may be directed to Ron Harraka or Judy Harraka at (800) 832-2487.
11. Child Abuse and Missing Children Reporting: P.T.A. adheres to the legal requirements of reporting child and dependent adult abuse, as specified in the California Penal Code. Additionally, P.T.A. adheres to the legal requirements of reporting missing children as specified in the California Education Code. All staff and tutors agree to report any suspected child abuse or missing children to one of the corporate officers below:

Judy Harraka (800) 832-2487 Extension 223

Ron Harraka (800) 832-2487 Extension 233

In case of an emergency, child abuse should be reported directly to the Child Abuse Hotline.

Kern County Child Abuse Hotline: (661) 631-6011

Complaint and Grievance Procedures

1. **Discuss the complaint/grievance with the tutor that is providing services to you or your child.**

Time Frame: Within 1 week of the problem occurring.

If resolved at this level, no further action is required. If no resolution is apparent within 5 calendar days, proceed with Step 2.

2. **Identify the complaint/grievance in writing, and discuss it with the District Coordinator at our corporate office. The Coordinator handling your services can be reached at (800) 832-2487. Forward the written complaint/grievance to the Coordinator at: 3350 E. Birch Street, #108, Brea, CA 92821.**

Time Frame: Within 1 week of Step 1.

If resolved at this level, no further action is necessary. If no resolution is apparent within 7 calendar days, proceed with Step 3.

3. **Forward the written complaint/grievance to Ron Harraka or Judy Harraka at the above address. You will be contacted within 5 days of receipt of your complaint by one of these Directors for resolution.**

Acknowledged by: _____


Robert Harraka, CEO

8-29-13
Date



PROCEDIMIENTOS DE LA COMPANIA

1. Toda enseñanza, incluyendo las evaluaciones, serán dadas en el hogar del estudiante, o en la biblioteca pública.
2. Los tutores se trabaja con un solo estudiante a la vez.
3. Los tutores no transportarán a ningún estudiante en ningún momento.
4. Los tutores no entrarán en la casa si un adulto no está presente. Un adulto debe siempre estar presente a lo largo del periodo de enseñanza.
5. En el caso de que un niño necesite medicación durante la lección, un familiar adulto debe administrárselo.
6. Toda información del estudiante es confidencial.
7. Nuestros servicios están disponibles a todas las personas, y nuestra corporación no discrimina, sin importar el sexo, orientación sexual, sexo, grupos étnicos, raza, ascendencia, origen nacional, religión, color, o incapacidades mentales o físicas.
8. Disciplina: Toda disciplina necesaria del estudiante será la responsabilidad del padre.
9. Procedimientos de quejas: Los procedimientos de quejas son adheridos, conforme con las regulaciones del Código de California. Las quejas pueden ser reportadas a Ron Harraka o Jonas Maceda al (800) 832-2487.
10. Acoso sexual: El acoso sexual es terminantemente prohibido. Cada medida razonable será tomado para prevenir la ocurrencia del acoso. Todo reporte sexual puede ser dirigido a Ron Harraka o Judy Harraka al (800) 832-2487.
11. Abuso del niño y reporte de niños desaparecidos: P.T.A. Adhiere a los requisitos legales de reportar al niño y abuso del mismo, como se especifica en el Código Penal de California. Además, P.T.A. adhiere a los requisitos legales de reportar niños desaparecidos como se especifica en el Código Penal de California. Todo empleado y tutores están de acuerdo a reportar cualquier abuso sospechoso del niño (s) desaparecidos a uno de los oficiales corporativos abajo:

Judy Harraka (800) 832-2487 Extensión 223

Ron Harraka (800) 832-2487 Extensión 233

En caso de emergencia, abuso de niño (s) debe ser reportado directamente a la línea de Abuso de niños.

Kern County Child Abuse Hotline: (661) 631-6011

Procedimientos de queja y reclamación

1. Discutir la queja / reclamación con el tutor que es la prestación de servicios a usted o su hijo.

Plazo: Dentro de una semana de que ocurre el problema.

En caso de que se resuelve en este nivel, no se necesitan otras medidas. Si la resolución no es aparente dentro de los 5 días, procede con el Paso 2.

2. Identifique la queja / reclamación por escrito, y discútalos con el Coordinador del Distrito en nuestra oficina corporativa. El Coordinador de la manipulación de sus servicios puede ser alcanzado en (800) 832-2487. Envíe su denuncia por escrito de su queja / reclamación al coordinador en: 3350 E. Birch Street, # 108, Brea, CA 92821.

Plazo: Dentro de 1 semana del paso 1.

En caso de que se resuelve en este nivel, no son necesarias nuevas medidas. Si la resolución no es aparente dentro de los 7 días, procede con el Paso 3.

3. Envíe su denuncia por escrito de su queja / reclamación a Ron Harraka Judy Harraka o en la dirección antes mencionada. Usted será contactado dentro de 5 días siguientes al recibir su denuncia por uno de estos directores para su resolución.

Reconocido por:

Robert Harraka, CEO

Fecha

8-29-13

**BYLAWS
OF
PROFESSIONAL TUTORS OF AMERICA, INC.**

**ARTICLE I
OFFICES**

Section 1. **PRINCIPAL OFFICE.** The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside the State of California, and the corporation has one or more business offices in the State of California, the board of directors shall likewise fix and designate a principal business office in the State of California.

Section 2. **OTHER OFFICES.** The corporation may also establish offices at such other places, both within and outside the State of California, as the board of directors may from time to time determine or the business of the corporation may require.

**ARTICLE II
MEETINGS OF SHAREHOLDERS**

Section 1. **PLACE OF MEETINGS.** Meetings of shareholders shall be held at any place within or outside the State of California designated by the board of directors. In the absence of any such designation, shareholders' meetings shall be held at the principal executive office of the corporation.

Section 2. **ANNUAL MEETINGS.** The annual meeting of shareholders shall be held on the **FOURTH of JANUARY** in each year at **12:00** o'clock, A.M., or such other date or time as may be fixed by the board of directors; provided, however, that should said day fall upon a legal holiday, such annual meeting of shareholders shall be held at the same time on the next succeeding day which is a full business day. At such meeting, directors shall be elected and any other proper business may be transacted.

Section 3. **SPECIAL MEETINGS.** A special meeting of the shareholders may be called at any time by the board of directors, the chairman of the board, the president, or one or more shareholders holding in the aggregate shares entitled to cast not less than 10% of the votes at any such meeting.

If a special meeting is called by anyone other than the board of directors, the request shall be in writing, specifying the time of the meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the chairman of the board, the president, any vice president or the secretary of the corporation. The officer receiving such request forthwith shall cause notice to be given to the shareholders entitled to vote, in accordance with the provisions of Sections 4 and 5 of this Article II, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 3 shall be construed as limiting, fixing or affecting the time when a meeting of shareholders called by action of the board of directors may be held.

Section 4. NOTICE OF MEETINGS. All notices of meetings of shareholders shall be sent or otherwise given in accordance with Section 5 of this Article II not less than ten (10) nor more than sixty (60) days before the date of the meeting being noticed. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the board of directors, at the time of giving the notice, intends to present for action by the shareholders. The notice of any meeting at which directors are to be elected shall include the name of any nominee or nominees whom, at the time of the notice, management intends to present for election.

If action is proposed to be taken at any meeting for approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, pursuant to Section 310 of the California Corporations Code (the "Code"), (ii) an amendment of the articles of incorporation, pursuant to Section 902 of the Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of the Code, (iv) a voluntary dissolution of the corporation, pursuant to Section 1900 of the Code, or (v) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of the Code, the notice shall also state the general nature of such proposal.

Section 5. MANNER OF GIVING NOTICE. Notice of any meeting of shareholders shall be given personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to the shareholder at the shareholder's address appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice. If no such address appears on the corporation's books or is given, notice shall be deemed to have been given if sent to that shareholder by first-class mail or telegraphic or other written communication to the corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county in which the principal executive office is located. Notice shall be deemed to have been given when delivered personally or deposited in the mail or sent by telegram or other means of written communication.

If any notice addressed to a shareholder at the address of such shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the Service is unable to deliver the notice to the shareholder at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the shareholder upon written demand at the principal executive office of the corporation for a period of one year from the date of the giving of such notice or report to all other shareholders.

An affidavit of the mailing or other means of giving any notice of any shareholders' meeting shall be executed by the secretary, assistant secretary or any transfer agent of the corporation, and shall be filed and maintained in the minute book of the corporation.

Section 6. QUORUM. Unless otherwise provided in the articles of incorporation, the presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting of shareholders shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 7. ADJOURNMENT. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares represented at such meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting, except as provided in Section 6 of this Article II.

When any meeting of shareholders, annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at a meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than forty-five (45) days from the date set for the original meeting, in which case the board of directors shall set a new record date. Notice of any such adjourned meeting shall be given to each shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 4 and 5 of this Article II. At any adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

Section 8. VOTING. The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with the provisions of Section II of this Article II, subject to the provisions of Sections 702 to 704, inclusive, of the Code (relating to voting shares held by a fiduciary, in the name of a corporation or in the names of two or more persons). The vote may be by voice vote or by ballot; provided, however, that any election for directors must be by ballot if demanded by a shareholder at the meeting and before the voting begins. Any shareholder entitled to vote on any matter (other than elections of directors) may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on any matter (other than the election of directors) shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by the Code or the articles of incorporation.

At a shareholders' meeting involving the election of directors, no shareholder shall be entitled to cumulate votes on behalf of any candidate for director (i.e., each shareholder shall be entitled to cast for any one or more candidates no greater number of votes than the number of shares held by such shareholder) unless such candidate or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice prior to the voting of the shareholder's intention to cumulate votes. If any shareholder has given such notice, every shareholder entitled to vote may cumulate votes for candidates in nomination and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such shareholder's shares are entitled, or distribute the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit. The candidates receiving the highest number of votes, up to the number of directors to be elected, shall be elected.

Section 9. WAIVER OF NOTICE: CONSENT. The transactions of any meeting of shareholders, annual or special, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, who was not present in person or by proxy, signs a written waiver of notice, or a consent to a holding of the meeting, or an approval of the minutes thereof. The waiver of notice or consent need not specify either the business to be transacted or the purpose of

any annual or special meeting of shareholders, except that if action is taken or proposed to be taken for approval of any matters specified in the second paragraph of Section 4 of this Article II, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall also constitute a waiver of notice of such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of such meeting if such objection is expressly made at the meeting.

Section 10. ACTION WITHOUT MEETING. Unless otherwise provided in the articles of incorporation, any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. In the case of election of directors, such consent shall be effective only if signed by the holders of all outstanding shares entitled to vote for the election of directors; provided, however, that a director may be elected at any time to fill a vacancy on the board of directors not filled by the directors, by the written consent of the holders of a majority of the outstanding shares entitled to vote for the election of directors. All such consents shall be filed with the secretary of the corporation and shall be maintained in the corporate records. Any shareholder giving a written consent, or the shareholder's proxy holder, or a transferee of the shares or a personal representative of the shareholder or their respective proxy holders, may revoke the consent by a writing received by the secretary of the corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the secretary.

Unless the consents of all shareholders entitled to vote have been solicited in writing, the secretary shall give prompt notice of any corporate action approved by the shareholders without a meeting by less than unanimous written consent to those shareholders entitled to vote who have not consented in writing. Such notice shall be given in the manner specified in Section 5 of this Article II. In the case of approval of (i) contracts or transactions in which a director has a direct or indirect financial interest, pursuant to Section 310 of the Code, (ii) indemnification of agents of the corporation, pursuant to Section 317 of the Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of the Code, or (iv) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of the Code, such notice shall be given at least ten (10) days before the consummation of the action authorized by any such approval.

Section 11. RECORD DATE. For purposes of determining the shareholders entitled to notice of any meeting or to vote or entitled to give consent to corporate action without a meeting, the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days prior to the date of the meeting nor more than sixty (60) days prior to the action without a meeting, and in such case only shareholders of record on the date so fixed are entitled to notice and to vote or to give consents, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the California General Corporation Law.

If the board of directors does not so fix a record date:

(a) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, (i) when no prior action by the board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action of the board has been taken, shall be at the close of business on the day on which the board adopts the resolution relating thereto, or the sixtieth (60th) day prior to the date of such other action, whichever is later.

Section 12. PROXIES. Every person entitled to vote for directors or on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the secretary of the corporation. A proxy shall be deemed signed if the shareholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by the shareholder or the shareholder's attorney in fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it, prior to the vote pursuant thereto, by a writing delivered to the corporation stating that the proxy is revoked or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy; or (ii) written notice of the death or incapacity of the maker of the proxy is received by the corporation before the vote pursuant thereto is counted; provided, however, that no such proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 705(e) and (f) of the Code.

Section 13. INSPECTORS OF ELECTION. Before any meeting of shareholders, the board of directors may appoint any persons (other than nominees for office) to act as inspectors of election at the meeting or any adjournments thereof. If inspectors of election are not so appointed, the chairman of the meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3). If inspectors are appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares represented in person or by proxy shall determine whether one (1) or three (3) inspectors are to be appointed. If any person appointed as inspector fails to appear or refuses to act, the chairman of the meeting may, and upon the request of any shareholder or a shareholder's proxy shall, appoint a person to replace the one who so failed or refused. If there are three (3) inspectors of election, the decision, act or certificate of a majority of them is effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is *prima facie* evidence of the facts stated therein.

ARTICLE III DIRECTORS

Section 1. POWERS. Subject to the provisions of the California General Corporation Law and any limitations in the articles of incorporation and these bylaws relating to action

required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

Section 2. NUMBER. The authorized number of directors shall be TWO (2), until changed by an amendment to the articles of incorporation or, if permitted by Section 212 of the Code, by an amendment to this bylaw, duly adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that an amendment reducing the number of directors to a number less than five (5) cannot be adopted if the votes cast against its adoption at a meeting, or the shares not consenting in the case of action by written consent, are equal to more than 16⅔% of the outstanding shares entitled to vote.

Section 3. ELECTION AND TERM OF OFFICE. Directors shall be elected at each annual meeting of the shareholders to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

Section 4. REMOVAL. Any or all of the directors may be removed by order of court pursuant to Section 304 of the Code, or by the shareholders pursuant to the provisions of Section 303 of the Code.

Section 5. VACANCIES. Vacancies in the board of directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, except that a vacancy created by the removal of a director may be filled only by the vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of holders of a majority of the outstanding shares entitled to vote. Each director so elected shall hold office until the next annual meeting of the shareholders and until a successor has been elected and qualified.

A vacancy or vacancies in the board of directors shall be deemed to exist in the case of the death, resignation or removal of any director, or if the board of directors by resolution declares vacant the office of a director who has been declared of unsound mind by an order of court or who has been convicted of a felony, or if the authorized number of directors is increased, or if the shareholders fail, at any meeting of shareholders at which any director or directors are elected, to elect the number of directors to be voted for at that meeting.

The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors, but any such election by written consent shall require the consent of a majority of the outstanding shares entitled to vote.

Any director may resign effective upon giving written notice to the chairman of the board, the president, the secretary or the board of directors, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation of a director is effective at a future time, the board of directors may elect a successor to take office when the resignation becomes effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his or her term of office.

Section 6. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Regular meetings of the board of directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the board. In the absence of such designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the board shall be held at any place within or

outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal executive office of the corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating can hear one another, and all such directors shall be deemed to be present in person at such meeting.

Section 7. REGULAR MEETINGS. Immediately following each annual meeting of shareholders, the board of directors shall hold a regular meeting for the purpose of organization, any desired election of officers and the transaction of other business. Other regular meetings of the board of directors shall be held without call at such time as shall from time to time be fixed by the board of directors. Notice of regular meetings shall not be required.

Section 8. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board or the president or any vice president or the secretary or any two directors.

Notice of the time and place of special meetings shall be delivered to each director personally or by telephone or sent by first-class mail or telegram, charges prepaid, addressed to each director at his or her address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone or telegraph, it shall be delivered personally or by telephone or to the telegraph company at least forty-eight (48) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.

Section 9. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of Section 310 of the Code (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 311 of the Code (appointment of committees), and Section 317(e) of the Code (indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 10. WAIVER OF NOTICE; CONSENT. The transactions of any meeting of the board of directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes thereof. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that director.

Section 11. ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of such time and place shall be given prior to the time of the adjourned meeting, in the manner specified in Section 8 of this Article III, to the directors who were not present at the time of the adjournment.

Section 12. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. The written consent or consents shall be filed with the minutes of the proceedings of the board.

Section 13. FEES AND COMPENSATION. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the board of directors. Nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for such service.

ARTICLE IV COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The board of directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, may have all the authority of the board, except with respect to:

- (a) the approval of any action which, under the California General Corporation Law, also requires shareholders' approval or approval of the outstanding shares;
- (b) the filling of vacancies on the board of directors or in any committee;
- (c) the fixing of compensation of the directors for serving on the board or on any committee;
- (d) the amendment or repeal of bylaws or the adoption of new bylaws;
- (e) the amendment or repeal of any resolution of the board of directors which by its express terms is not so amendable or repealable;
- (f) a distribution to the shareholders of the corporation, except at a rate or in a periodic amount or within a price range determined by the board of directors; or
- (g) the appointment of any other committees of the board of directors or the members thereof.

Section 2. MEETINGS AND ACTION. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article III of these bylaws, Sections 6 (place of meetings and meetings by telephone), 7 (regular meetings), 8

(special meetings), 9 (quorum), 10 (waiver of notice), 11 (adjournment) and 12 (action without meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time of regular meetings of committees may be determined by resolution of the board of directors as well as the committee; special meetings of committees may also be called by resolution of the board of directors; and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

ARTICLE V OFFICERS

Section 1. **OFFICERS.** The officers of the corporation shall be a president, a secretary and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Any number of offices may be held by the same person.

Section 2. **ELECTION.** The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article V, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. **OTHER OFFICERS.** The board of directors may appoint, and may empower the president to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. **REMOVAL AND RESIGNATION.** Subject to the rights, if any, of any officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

Section 5. **VACANCIES.** A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 6. **CHAIRMAN OF THE BOARD.** The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board shall in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article V.

Section 7. **PRESIDENT.** Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction and control of the business and the officers of the corporation. He or she shall preside at all meetings of the shareholders and, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws.

Section 8. **VICE PRESIDENTS.** In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws and the president or the chairman of the board.

Section 9. **SECRETARY.** The secretary shall keep, or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, committees of directors and shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors' and committee meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, a share register, or a duplicate share register, showing the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the board of directors required by the bylaws or by law to be given, and he or she shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

Section 10. **CHIEF FINANCIAL OFFICER.** The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and shares. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit, or cause to be deposited, all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. He or she shall disburse, or cause to be disbursed, the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all financial transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

ARTICLE VI
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES
AND OTHER AGENTS

Section 1. **INDEMNIFICATION.** The corporation may, to the maximum extent permitted by the California General Corporation Law, indemnify each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such person is or was an agent of the corporation. For purposes of this Article VI, an "agent" of the corporation includes any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

Section 2. **ADVANCE OF EXPENSES.** Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 3. **OTHER CONTRACTUAL RIGHTS.** Nothing contained in this Article shall affect any right to indemnification to which persons other than directors and officers of this corporation or any subsidiary hereof may be entitled by contract or otherwise.

Section 4. **INSURANCE.** Upon and in the event of a determination by the board of directors of this corporation to purchase such insurance, this corporation shall purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this corporation would have the power to indemnify the agent against such liability.

ARTICLE VII
RECORDS AND REPORTS

Section 1. **MAINTENANCE AND INSPECTION OF SHARE REGISTER.** The corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar, if either be appointed, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each shareholder.

A shareholder or shareholders of the corporation holding at least five percent (5%) in the aggregate of the outstanding voting shares of the corporation may (i) inspect and copy the records of shareholders' names and addresses and shareholdings during usual business hours upon five (5) days' prior written demand upon the corporation, or (ii) obtain from the transfer agent of the corporation, upon written demand and upon the tender of the transfer agent's usual charges for such list, a list of the shareholders' names and addresses, who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which such list has been compiled or as of a date specified by the shareholder subsequent to the date of demand. The list shall be made available to that shareholder on or before the later of five (5) days after the demand is received or the date

specified therein as the date as of which the list is to be compiled. The record of shareholders shall also be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any time during usual business hours, for a purpose reasonably related to such holder's interests as a shareholder or as the holder of a voting trust certificate. Any inspection and copying under this Section may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making such demand.

Section 2. MAINTENANCE AND INSPECTION OF BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in that State, the original or a copy of the bylaws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal business office in that State, the Secretary shall, upon the written request of any shareholder, furnish to such shareholder a copy of the bylaws as amended to date.

Section 3. MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS. The accounting books and records and minutes of proceedings of the shareholders and the board of directors and any committee or committees of the board of directors shall be kept at such place or places designated by the board of directors, or, in the absence of such designation, at the principal executive office of the corporation. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form. Such minutes and accounting books and records shall be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or as the holder of a voting trust certificate. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts. The foregoing rights of inspection shall extend to the records of each subsidiary of the corporation.

Section 4. INSPECTION BY DIRECTORS. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of every kind and the physical properties of the corporation and each subsidiary corporation. Such inspection by a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 5. ANNUAL REPORTS. The annual report to shareholders referred to in Section 1501 of the Code is expressly dispensed with, but nothing herein shall be interpreted as prohibiting the board of directors from issuing annual or other periodic reports to the shareholders of the corporation as they deem appropriate.

Section 6. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation as of the end of each such period, that has been prepared by the corporation shall be kept on file in the principal executive office of the corporation for twelve (12) months and each such statement shall be exhibited at all reasonable times to any shareholder demanding examination of any such statement or a copy shall be mailed to any such shareholder.

If a shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of stock of the corporation makes a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month

period of the then current fiscal year ended more than thirty (30) days prior to the date of the request, and a balance sheet of the corporation as of the end of such period, the chief financial officer shall cause such statement or statements to be prepared, if not already prepared, and shall deliver personally or mail such statement or statements to the person making the request within thirty (30) days after the receipt of such request. If the corporation has not sent to the shareholders its annual report for the last fiscal year, this report shall likewise be delivered or mailed to such shareholder or shareholders within thirty (30) days after such request.

The corporation also shall, upon the written request of any shareholder, mail to the shareholder a copy of the last annual, semi-annual or quarterly income statement which it has prepared and a balance sheet as of the end of such period.

The quarterly income statements and balance sheets referred to in this section shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

ARTICLE VIII GENERAL MATTERS

Section 1. RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING. For purposes of determining the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any other lawful action (other than action by shareholders by written consent without a meeting), the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) days prior to any such action, and in such case only shareholders of record on the date so fixed are entitled to receive the dividend, distribution or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date so fixed, except as otherwise provided in the California General Corporation Law.

If the board of directors does not so fix a record date, the record date for determining shareholders for any such purpose shall be at the close of business on the date on which the board adopts the resolution relating thereto, or the sixtieth (60th) day prior to the date of such action, whichever is later.

Section 2. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 3. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. The board of directors, except as otherwise provided in these bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 4. CERTIFICATES FOR SHARES. A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any such shares are fully paid, and the board of directors may authorize the issuance of certificates or shares as partly paid provided that such certificates shall state the amount of the consideration to be paid therefor and the amount paid thereon. All certificates shall be signed in the name of the corporation by the chairman of the board or vice chairman of the board or the president or vice president and by the chief financial officer or an assistant treasurer or the secretary or any assistant secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

Section 5. LOST CERTIFICATES. Except as hereinafter in this Section provided, no new certificates for shares shall be issued in lieu of an old certificate unless the latter is surrendered to the corporation and cancelled. The board of directors may, in case any share certificate or certificate for any other security is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the board may require, including provision for indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of a replacement certificate.

Section 6. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by a proxy duly executed by said officer.

Section 7. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California General Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person. All references in these bylaws to the California General Corporation Law or to sections of the Code shall be deemed to be to such Law or sections as they may be amended and in effect and, if renumbered, to such renumbered provisions at the time of any action taken under the bylaws.

ARTICLE IX AMENDMENTS

Section 1. AMENDMENT BY SHAREHOLDERS. New bylaws may be adopted or these bylaws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the articles of

incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

Section 2. AMENDMENT BY DIRECTORS. Subject to the rights of the shareholders to adopt, amend or repeal bylaws as provided in Section 1 of this Article IX, bylaws, other than a bylaw amendment changing the authorized number of directors, may be adopted, amended or repealed by the board of directors.



Board of Directors for
Professional Tutors of America, Inc.

As of January 1, 2011

President: Bob Harraka

Chief Executive Officer: Robert A. Harraka

Secretary: Judith Harraka

Chief Financial Officer: Ronald A. Harraka



Policy Number:

Date Entered: 08/20/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	JOANNE LINDSEY INSURANCE SERVICES 26893 BOUQUET CANYON ROAD, SUITE C197 National Producer Code 2713487 SANTA CLARITA, CA 91350	CONTACT NAME: PHONE (A/C, No, Ext): (800)244-9202 FAX (A/C, No): (661) 297-1434 E-MAIL: lindseyinsbrkr@socal.rr.com ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
INSURED	PROFESSIONAL TUTORS OF AMERICA, INC. MR BOB HARRAKA 3350 E. BIRCH, SUITE 108 BREA, CA 92821	INSURER A: PHILADELPHIA INSURANCE COMPANY 23850
		INSURER B: PHILADELPHIA INSURANCE COMPANY 23850
		INSURER C: HARTFORD CASUALTY INSURANCE COMPANY 22357
		INSURER D:
		INSURER E:
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		PHPK1049031	7/31/2013	7/31/2014	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000				
			MED EXP (Any one person) \$5,000				
			PERSONAL & ADV INJURY \$2,000,000				
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>		PHPK1049031	7/31/2013	7/31/2014	GENERAL AGGREGATE \$3,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PRODUCTS - COMP/OP AGG \$3,000,000				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>		PHUB428502	7/31/2013	7/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> RETENTION \$10,000		BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	57WB 9593SN	7/1/2013	7/1/2014	EACH OCCURRENCE \$2,000,000
			AGGREGATE \$2,000,000				
A	ABUSE & MOLESTATION	<input checked="" type="checkbox"/>		PHPK1049031	7/31/2013	7/31/2014	\$1,000,000 \$1,000,000
A	PROFESSIONAL LIAB.	<input checked="" type="checkbox"/>		PHPK1049031	7/31/2013	7/31/2014	\$1,000,000 \$2,000,000
A	CRIME/DISHONESTY BOND	<input checked="" type="checkbox"/>		PHPK1049031	7/31/2013	7/31/2014	1,000,000 \$5,000 DED.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as an additional insured (See endorsement attached)

30 Days Notice of Cancellation Applies, 10 days notice for non payment of premium.

CERTIFICATE HOLDER

CANCELLATION

SIERRA SANDS UNIFIED SCHOOL DISTRICT 113 FELSPAR STREET RIDGECREST, CA 93555	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE JoAnne Lindsey

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Policy Number: **PHPK1049031**

General Liability

PROFESSIONAL TUTORS OF AMERICA

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 WEST FELSPAR AVENUE
RIDGECREST, CA 93555**

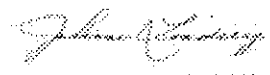
(If no entry appears above, information require to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts or omissions arising from occurrence directly caused by and while in the course of the Named Insured's ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named Insured's sole negligence.
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that the named Insured has agreed and/or is required by contract to name as an additional insured, per schedule on file with Company.

Additional Premium \$ _Incl. _____.



Authorized Representative Date

8/22/2013

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GLS-210a (4-99)

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)

Professional Tutors of America, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

3350 E. Birch Street, Suite 108

City, state, and ZIP code

Brea, CA 92821

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

3 3 - 0 0 1 5 5 7 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Robert Hank

Date ▶

8-29-13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



INDEPENDENT CONTRACTOR AGREEMENT

FOR

SUPPLEMENTAL EDUCATIONAL SERVICES

2013-14

BETWEEN THE

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND

Club 2! In-Home Tutoring Services

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**INDEPENDENT CONTRACTOR AGREEMENT FOR
SUPPLEMENTAL EDUCATIONAL SERVICES 2013-14
BETWEEN THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT
AND**

Club 21 In-Home Tutoring Services, Inc.

1) PURPOSE

This Independent Contractor Agreement ("AGREEMENT") is entered into this 29th day of August, 2013, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and Club 21 In-Home Tutoring Services, 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 2013-14 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, 2014 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 11, 2014**. 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. December 13, 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 December 28, 2013. Commencing on, January 10, 2014, 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 \$~~65~~ 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 2013-14 academic year is \$771.45 (as of 08/13/13) 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 10/01/13, the invoice is due November 14, 2013. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/13 in Cayen is 12/15/13 (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 14, 2014.

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:
Christina Giraldo- Assistant Supt. of Business Services	Club Z! In-Home Tutoring Services, Inc.
Sierra Sands Unified School District	Attn: David Jordy
113 Felspar	17425 Bridge Hill Ct, Suite 201
Ridgecrest, CA 93555	Tampa, FL 33647

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 _____, 2013

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

Joanna Rummer- Superintendent

By:

Name/Title David Jordy, Director of Educational Programs
SSN or Tax ID # 65-1262940
Date 8/29/13

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
Supplemental Educational Services Providers
Confirmation of Contract Received
2013-14**

(CONTRATOR Name) Clubz! In-Home Tutoring Services, Inc. verifies that CONTRATOR or its agent attended the District's mandatory meeting on **August 15, 2013** and Cayen Webinar training on **August 19, 2013**. 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
Erin Bruner	Rep.	Erin Bruner	8/15/13	Stamandy

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

Confirmation of Contract Received from District				
Name	Title/Position	Signature	Date	District
Erin Bruner	Rep.	Erin Bruner	8/15/13	Stamandy

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 2013-14.			
Name	Title/Position	Signature	Date
David Gordy	Director of Educational Programs	David L. Gordy	8/30/13

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

EXHIBIT "B" - Cayen Scope of Service

(Each SES Provider to submit for Board Approval with their SES Contract)

Generate from Cayen

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SIERRA SANDS UNIFIED SCHOOL DISTRICT
Supplemental Educational Service Providers
CDOJ/FBI/TB Clearance and Personnel Training Affidavit
2013-14

I, David Jordy, an authorized representative of Club 2! In-Home Tutoring Services, 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							
2							
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.

David L. Jordy
 Signature (Owner/Authorized Representative)

8/30/13
 Date

Name (Print) David Jordy

Sierra Sands Unified School District
SES Provider Qualifications 2013-14
Employee Competency in Cayen Verification

(CONTRACTOR NAME) Club Z! In-Home Tutoring Services, 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
William Trujillo	Program Manager	17425 Bridge Hill Ct.	1-888-434-2582	ses@clubztutoring.com
Rachel Buchwalter	Program Assistant	" "	1-888-434-2582	" "

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
William Trujillo	Program Manager	" "	1-888-434-2582	ses@clubztutoring.com
Rachel Buchwalter	Program Assistant	" "	" "	" "

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
Cari Diaz	Director	218196 E. Rose Cloud Ln. Linden, CA 95236	1-888-434-2582	ses@clubztutoring.com

David L. Jordy
 Authorized Signature of SES Representative

8/30/13
 Date

(Printed Name) David Jordy



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JN

DATE (MM/DD/YYYY)

08/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Intermarket Insurance Agcy Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts		Phone: 631-421-2424 Fax: 631-421-2004	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CLUBZIN	
INSURED ClubZ! In-Home Tutoring Services 17425 Bridge Hill Ct Ste 201 Tampa, FL 33647		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Philadelphia Ins Companies		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	PHPK902393	08/28/2013	08/28/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK902393	08/28/2013	08/28/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		PHUB392154	08/28/2013	08/28/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse and Molest.		PHPK902393	08/28/2013	08/28/2014	CLM/AGG 1M/2M
A	Prof Liability		PHPK902393	08/28/2013	08/28/2014	OCC/AGG 1M/2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Sierra Sands Unified School District, its governing board, officers, agents and employees are included as additional insureds if required by written contract or agreement. General Liability coverage is primary and non-contributory if required by written contract or agreement. In the event of policy cancellation 30 days notice will be provided.

CERTIFICATE HOLDER SIERRAS Sierra Sands Unified School District 113 Felspar Ridgecrest, CA 93555	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

AUTOMATIC DATA PROCESSING INS AGCY
PO BOX 33015
SAN ANTONIO TX, 78265

SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 W FELSPAR AVE
RIDGECREST, CA 93555



CERTIFICATE OF LIABILITY INSURANCE

PAM
R001DATE (MM/DD/YYYY)
08-29-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 250717 P:()- F:()- PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Ins Co of the Midwest INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC #
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INSURED
CLUB Z IN HOME TUTORING SERVICES, INC
17425 BRIDGE HILL CT STE 200
TAMPA FL 33647

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			76 WEG LR0801	04/25/2013	04/25/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDERSIERRA SANDS UNIFIED SCHOOL DISTRICT
113 W FELSPAR AVE
RIDGECREST, CA 93555**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Club Z! In-Home Tutoring Services, Inc.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 17425 Bridge Hill Ct., Suite 201	Requester's name and address (optional)
City, state, and ZIP code Tampa, FL 33647	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

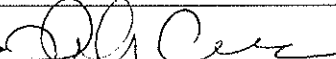
Social security number								
			-				-	
Employer identification number								
6	5	-	1	2	6	2	9	4 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person 

Date ▶ 5/22/13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

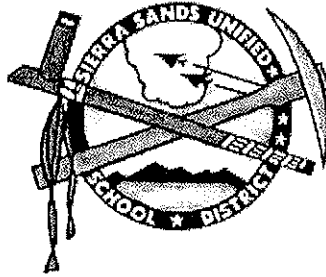
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



INDEPENDENT CONTRACTOR AGREEMENT

FOR

SUPPLEMENTAL EDUCATIONAL SERVICES

2013-14

BETWEEN THE

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND

BASIC EDUCATIONAL SERVICES TEAM, INC.

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**INDEPENDENT CONTRACTOR AGREEMENT FOR
SUPPLEMENTAL EDUCATIONAL SERVICES 2013-14**

**BETWEEN THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

AND

Basic Educational Services Team, Inc.

1) PURPOSE

This Independent Contractor Agreement ("AGREEMENT") is entered into this 19 day of September 2013, 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 ("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 2013-14 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, 2014 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 11, 2014**. 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. December 13, 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 December 28, 2013. Commencing on, January 10, 2014, 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 ~~\$55~~ ^{\$55} 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 2013-14 academic year is \$771.45 (as of 08/13/13) 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 10/01/13, the invoice is due November 14, 2013. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/13 in Cayen is 12/15/13 (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: *GRB*

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 14, 2014.

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:
Christina Giraldo- Assistant Supt. of Business Services	Carl Benson-President
Sierra Sands Unified School District	Basic Educational Services Team
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 _____, 2013

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

Joanna Rummer- Superintendent

BASIC EDUCATIONAL SERVICES TEAM, INC.

By:

Carl Benson President

Name/Title

SSN or Tax ID # 33-1098784

Date August 16, 2013

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
Supplemental Educational Services Providers
Confirmation of Contract Received
2013-14**

(CONTRATOR Name) Basic Educational Services Team, Inc. verifies that CONTRATOR or its agent attended the District's mandatory meeting on **August 15, 2013** and Cayen Webinar training on **August 19, 2013**. 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
Carl Benson	President	Carl Benson	8-15-13	<i>[Signature]</i>

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

Confirmation of Contract Received from District				
Name	Title/Position	Signature	Date	District
Carl Benson	President	Carl Benson	8-15-13	<i>[Signature]</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 2013-14.			
Name	Title/Position	Signature	Date
Carl Benson	President	Carl Benson	8-15-13

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

EXHIBIT "B" - Cayen Scope of Service

(Each SES Provider to submit for Board Approval with their SES Contract)

Generate from Cayen

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SES Provider Scope of Service - General Information

Name of Provider

Basic Educational Services Team, Inc. (BEST)

Local Contact Person

Carl Benson

Address

28307 Newport Road

City	State	Zip Code
Menifee	CA	92584

Phone	Fax
866-804-2378	866-372-2504

E-mail

basicedservices@verizon.net; cbensonses@gmail.com

Website

<http://www.basicedservices.com>

Estimated Start Date for Services

10/28/2013

Corporate Contact Person

Carl Benson

Address

28307 Newport Road

City	State	Zip Code
Menifee	CA	92584

Phone	Fax
951-246-7945	951-246-8341

E-mail

basicedservices@verizon.net; cbensonses@gmail.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:

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

Do you work with multilingual students?

No

If so, which language(s)?

Spanish

If "Other" please specify:
Comments:
Provider Description

Basic Educational Services Team offers 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?

Students do not necessarily have responsibilities outside of class. In some instances, parents may ask for additional material that they may use to work with their child between tutoring sessions. This is completely up to the parent.

What are the parent responsibilities?

The responsibilities of the parent is 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.

SES Provider Scope of Service - Session Maintenance

Session Name

4-1

Session Number

4-1

Method Of Instruction

Teacher-Directed

In-Home Instruction

Yes

Curriculum/Session Name**Location/Street Address**

In-Home Instruction

Student : Teacher Ratio	# of Seats	Cost per hour per student
	5000	\$

Will Schedule...

Schedule Now

Start Date

10/28/2013

End Date

4/11/2014

Start Time

8:00 AM

End Time

8:00 PM

Length (in hours)

1

of Classes0

Days**Subjects**

Math

Grades

SES Provider Scope of Service - Session Maintenance

Session Name

4-2

Session Number

4-2

Method Of Instruction**In-Home Instruction**

No

Curriculum/Session Name**Location/Street Address**

Student : Teacher Ratio	# of Seats	Cost per hour per student
	5000	\$

Will Schedule...

Schedule Later

Start Date

10/28/2013

End Date

4/11/2014

Length (in hours)

1

of Classes

0

Subjects

Reading

Grades

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Supplemental Educational Service Providers
CDOJ/FBI/TB Clearance and Personnel Training Affidavit
2013-2014

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	Deputy, Donald	X	X	X	BA-Political Science/ Multiple Subject Credential/ CBEST/ Teacher	12	866-804-2378
2	Garcia Jimenez, Marisol	X	X	X	MA- Spanish Lit. & Lang./ Single Subject Credential/ CBEST/BCLAD/ Teacher	16	866-804-2378
3	Jalota, Balram	X	X	X	MA-Education/ Single Subject Credential/ CBEST/ CSET/ Teacher & Tutor	9	866-804-2378
4	Meehan, Barbara	X	X	X	J.D.- Law/ BA- English/ 30-Day Substitute Credential/ CBEST/ Teacher	27	866-804-2378
5	Rubio, George	X	X	X	MA-Theological Studies/ 30-Day Substitute Credential/ CBEST/ Teacher	4	866-804-2378
6	Slater, Katherine	X	X	X	BA- / Ed. Spec. Instr. Credential/ CBEST/ Teacher	7	866-804-2378
7	Ubben, Mark	X	X	X	BA- Political Science/ Multiple Subj. Credential/ CBEST/ Teacher	21	866-804-2378

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)

August 16, 2013
Date

Name (Print) Christian Benson, Director of Field Operations

**Sierra Sands Unified School District
SES Provider Qualifications 2013-2014
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 & cbensonses@gmail.com
Carl Benson	President	28307 Newport Rd. Menifee, CA 92584	866-804-2378	basicedservices@verizon.net & cbensonses@gmail.com
Gloria Perez	District Coordinator	28307 Newport Rd. Menifee, CA 92584	866-804-2378	basicedservices@verizon.net & cbensonses@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 & cbensonses@gmail.com
Carl Benson	President	28307 Newport Rd. Menifee, CA 92584	866-804-2378	basicedservices@verizon.net & cbensonses@gmail.com
Gloria Perez	District Coordinator	28307 Newport Rd. Menifee, CA 92584	866-804-2378	basicedservices@verizon.net & cbensonses@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 & cbensonses@gmail.com


Authorized Signature of SES Representative

August 16, 2013

Date

(Printed Name) Christian Benson



CERTIFICATE OF LIABILITY INSURANCE

OP ID: 08

DATE (MM/DD/YYYY)

08/16/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Insurance License #0757776 4371 Latham St. Ste. 101 Riverside, CA 92501		Phone: 909-881-2654 Fax:	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BASIC-1	FAX (A/C, No):
INSURED Basic Educational Services Team, Inc 28307 Newport Road Menifee, CA 92584		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: State Compensation Ins. Fund INSURER C: INSURER D: INSURER E: INSURER F:		
		NAIC # 23850 35076		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		PHPK1052202	08/23/13	08/23/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Educators						PERSONAL & ADV INJURY \$ 1,000,000
	Professional Liab						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						\$
A	AUTOMOBILE LIABILITY	X		PHPK1052202	08/23/13	08/23/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB429118	08/23/13	08/23/14	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	9050887-13	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Sierra Sands Unified School District and its governing board, officers, agents and employees are named as an Additional insured with respects to General & Auto Liability. Coverage is Primary and Non-Contributing.

CERTIFICATE HOLDER**CANCELLATION**

SIERR-1

Sierra Sands Unified
School District
113 Felspar Street
Ridegcrest, CA 93555

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Sierra Sands Unified School District and its governing board, officers, agents and employees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PRIMARY & NON-CONTRIBUTORY WORDING

Limited only to the operations of the insured, such insurance afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

Refer to CG2026

All other terms and conditions of this Policy remain unchanged.

POLICY NUMBER: PHPK1052202

COMMERCIAL AUTO

CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

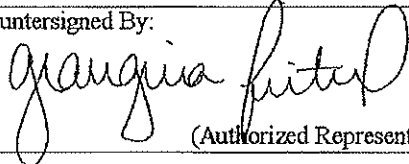
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form applies unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 8/23/13	Countersigned By:  (Authorized Representative)
Named Insured: Basic Educational Services Team, Inc.	

SCHEDULE

Name of Person(s) or Organization(s) Sierra Sands Unified School District and its governing board, officers, agents and employees
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.



Basic Educational Services Team
28307 Newport Road
Menifee, CA 92584

**Basic Educational Services Team, Inc.
Missing Child and Child Abuse Training Certification**

I, Christian Benson, an authorized representative of Basic Educational Services Team (BEST), hereby certify under penalty of perjury, that, the persons listed below have been trained by Basic Educational Services Team (BEST) in using the specific program and materials utilized by the SES provider and in Child Abuse and Missing Children reporting procedures:

Employee Full Name

Donald Deputy
Jorge Ruiz
Marisol Garcia Jimenez
Balram Jalota
Barbara Meehan
George Rubio
Katherine Slater
Mark Ubben

I agree to keep this list current and to submit a cumulative amended list as changes occur. I understand that if, at any time, I use a substitute for any personnel on the list, the stipulations hold true for them as well.

Christian Benson
Authorized Representative (Print)


Authorized Representative (Signature)

August 16, 2013
Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Basic Educational Services Team, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

28307 Newport Road

City, state, and ZIP code

Menifee, CA 92584

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

3 3 - 1 0 9 8 7 8 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Charles E. Bann

Date ▶

8/28/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



INDEPENDENT CONTRACTOR AGREEMENT

FOR

SUPPLEMENTAL EDUCATIONAL SERVICES

2013-14

BETWEEN THE

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND

*Accuracy Temporary Services Inc.
dba ATS Project Success*

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**INDEPENDENT CONTRACTOR AGREEMENT FOR
SUPPLEMENTAL EDUCATIONAL SERVICES 2013-14
BETWEEN THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

AND
*Accuracy Temporary Services, Inc.
dba ATS Project Success*

1) PURPOSE

This Independent Contractor Agreement ("AGREEMENT") is entered into this 19th day of September, 2013, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and Accuracy Temporary Services, Inc. dba ATS Project Success ("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 2013-14 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, 2014 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 11, 2014**. 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. December 13, 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 December 28, 2013. Commencing on, January 10, 2014, 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 \$^{38.57} 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 2013-14 academic year is \$771.45 (as of 08/13/13) 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.

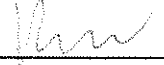
c) Supporting monthly documentation for each student shall include, but not be limited to: billing checklist, signed DISTRICT approved SLP due at first billing cycle, original Parent-signed Cayen Activity Rosters, two (2) copies of the Cayen progress reports and, if applicable, an **updated** CDOJ/FBI/TB 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 10/01/13, the invoice is due November 14, 2013. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/13 in Cayen is 12/15/13 (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 14, 2014.

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;

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:
Christina Giraldo- Assistant Supt. of Business Services	<i>Renee Weaver-Wright, President</i>
Sierra Sands Unified School District	<i>ATS Project Success</i>
113 Felspar	<i>20674 Hall Road</i>
Ridgecrest, CA 93555	<i>Clinton Township, MI 48038</i>

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 19th day of September, 2013

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

Joanna Rummer- Superintendent

By:

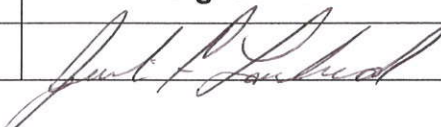


Name/Title Renee Weaver-Wright, President
SSN or Tax ID # 38-2709553
Date 9-19-13

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
Supplemental Educational Services Providers
Confirmation of Contract Received
2013-14**

(CONTRATOR Name) ATS Project Success verifies that CONTRATOR or its agent attended the District's mandatory meeting on **August 15, 2013** and Cayen Webinar training on **August 19, 2013**. 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
Julie Lombard	Rep		8-15	SSUSD Steenedy

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

Confirmation of Contract Received from District				
Name	Title/Position	Signature	Date	District
Julie Lombard	Rep		8-15	Steenedy

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 2013-14.			
Name	Title/Position	Signature	Date
Renee Weaver-Wright	President		9-4-13

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

EXHIBIT "B"- Cayen Scope of Service

(Each SES Provider to submit for Board Approval with their SES Contract)

Generate from Cayen

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Student Learning Plan

Sample 2013-14

Student Name: Smith, John **Grade:** 3 **School:** Sands Elementary

Enrolled In: 57-2 Reading/Language Arts **Number Of Classes:** 10 **Hours Per Class:** 2

Achievement Goal(s)

- 1.4 Vocabulary and Concept Development: use sentence and word context to find the meaning of unknown words.
- 2.6 comprehension & Analysis: extract appropriate and significant information from the text, including problems and solutions.
- 3.2 Narrative Analysis of Grade-Level-Appropriate Text: comprehend basic plots of classic fairy tales, myths, folktales, legends, and fables from around the world.

Services Planned (tutor : student ratio, materials, and instructional strategies used)

One-to-one Reading tutoring services one day a week. Tutor will use HM materials and grade level appropriate passages. The instructor will use direct instruction, guided practice and partner reading strategies.

Start Date: 11/2/13

End Date: 4/11/14

Pre- & Post- Assessment Tools

Scantron's Performance Series Assessment

Describe the measurable, desired change in student performance on assessment tool listed above

For Scantron's Performance Series Assessment, the goal is to increase the students SIP score by 5 percentile.

Describe how the student's parents, teachers and the district will be regularly informed of progress

Parents are notified by direct consultation with the tutor. Monthly Cayen progress reports are provided for each student, which are sent to the school District and the parent. Parent(s) and District are provided pre and post test results.

Is this plan consistent with the student's Individualized Education Program (IEP) under Section 614(d) of the Individuals With Disabilities Education Act (IDEA), if applicable? N/A

Is this plan consistent with the provision of an appropriate education under Section 504? N/A

Tests

School Year	Test	Sub Test	Score	Date
2012-13	Star Reading		280	4/1/2013
2012-13	Star Math		320	4/1/2012

Assessment Name	Pre-Test Score	Pre-Test Date	Post-Test Score	Post-Test Date
-----------------	----------------	---------------	-----------------	----------------

Scantron's Performance Series	60	11/2/13		
-------------------------------	----	---------	--	--

I understand my child's attendance at this tutoring program is important to his/her academic improvement. If my child has two unexcused absences, the provider has the option of dropping the student from the tutoring program. I agree to call the provider if my child is unable to attend a scheduled session. I also agree to inform the provider when contact or emergency information changes.

Parent Name (Please Print) _____

Signature _____

Date _____

The undersigned provider agrees a) to provide the services listed above in a timely and professional manner, b) not to disclose to the public the identity of a student eligible for or receiving supplemental educational services without the written permission of the student's parents, and c) that it understands that its agreement with the school district can be terminated if the provider fails to meet the student's progress goals.

Provider:

Staff Member (Please Print) _____

Signature _____

Date _____

District Administrator (Please Print) _____

Signature _____

Date _____

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Supplemental Educational Service Providers
CDOJ/FBI/TB Clearance and Personnel Training Affidavit
2013-14

I, Renee Weaver-Wright, an authorized representative of Accuracy Temporary Services, 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	<u>Faye Fisher</u>	<u>X</u>	<u>X</u>	<u>N/A</u> <u>(online)</u>	<u>College/Science/BS</u>	<u>21</u>	<u>(800) 297-2119</u>
2							
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) Renee Weaver-Wright

Zimbra

marymm@atsprojectsuccessworks.com

Fwd: Administrative Hit/No Hit Notification

From : Ats Resumes <resumes@clintondaleweb.net>
Subject : Fwd: Administrative Hit/No Hit Notification
To : marymm@atsprojectsuccessworks.com

Thu, Aug 30, 2012 08:46 AM

----- Forwarded Message -----

From: aliasresponse@michigan.gov
To: RESUMES@CLINTONDALEWEB.NET
Sent: Tuesday, August 28, 2012 11:16:37 PM
Subject: Administrative Hit/No Hit Notification

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
CRIMINAL JUSTICE INFORMATION CENTER
PO BOX 30634, LANSING MI 48909

DATE: 08/28/2012

TCN: NP12003621T01

Requester: CLINTONDALE ADULT ED
Reason Printed: SE - Michigan School Employment (ADAM WALSH ACT)
Subject Printed: FISHER, FAYE
DOB: 06/22/1959

The following e-mail response(s) is computer generated and is based on the criminal history information on file as of the date noted above.

Since entry of new arrests, court dispositions for prior arrests or other database changes occur daily, a future record search for this person could be different.

STATE RESPONSE:

A Michigan record has not been found that meets the dissemination criteria.

FBI RESPONSE:

An FBI record has not been found that meets the dissemination criteria.

Sierra Sands Unified School District
SES Provider Qualifications 2013-14
Employee Competency in Cayen Verification

(CONTRACTOR NAME) Accuracy Temporary Services, Inc. dba ATS Project Success 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
Rochelle Burkes	Billing Coordinator	20674 Hall Road Clinton Twp, MI 48038	(800) 297-2119	info@atsproject successworks.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
Faye Fisher	Tutor	20674 Hall Road Clinton Twp, MI 48038	(800) 297-2119	info@atsproject successworks.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
Mary Sheehan-Pizon	CA Monitor	40892 Arroyo Ct. Murrieta, CA 92562	(800) 297-2119	info@atsproject successworks.com

 Authorized Signature of SES Representative

 Date

(Printed Name)

Renee Weaver-Wright

Cayen Training Log in Instructions

Conference Title: Cayen Systems / CA - Sierra Sands - SES Providers Training

Date & Time: 08/19/2013 at 10:00 AM Pacific Time

Duration: 4 hour(s)

Leader: Cayen Training #1, ext 1

Join Link: <https://cayen.ilinc.com/join/bkhctky/kywwrfxy>

Primary Dial-In: 605-475-4000

Passcode: 1010080# then press #

Join This Conference: To ensure your conference is successful, please join 10 minutes before the start time. Click on the following link to join this conference:

<https://cayen.ilinc.com/join/bkhctky/kywwrfxy>.

Add to Your Calendar: Click on the following link to add this conference to your e-mail calendar: <https://cayen.ilinc.com/calendar/bkhctky/kywwrfxy>.

Prepare Your PC or Mac: Automatically prepare your PC or Mac ahead of time by clicking on the following link: <https://cayen.ilinc.com/systest/bkhctky>.

Progress Report

Tutors R Us

Progress Report #2 - Progress as of 4/31/14

Date Run: Wednesday, March 17, 2014 at 11:40:22 am (PT)

Sample

Student: John Smith

Student ID: 12345678

Grade Level: 1

Classroom Teacher: Mrs. Smart

Provider Contact Number: (123) 456-7890

Total Number of Hours: 20

School Number: S005

Location of Services: Ridgecrest Library

Subject Area(s): Reading/Language Arts

Tutor Name: Mrs. Tutor

Number of hours completed: 5

Specific Achievement Goal:
Comprehension and Analysis of Grade-Level-Appropriate Text: 2.2 Respond to who, what, when, where, and how questions.
Recent Activities:
John was able to read short stories and answer 10/12 questions correctly.

Specific Achievement Goal:
Narrative Analysis of Grade-Level-Appropriate Text: 3.1 Identify and describe the elements of plot, setting, and character(s) in a story, as well as the story's beginning, middle, and ending.
Recent Activities:
John correctly answered 8/10 when identifying and describing the elements of plot, setting, and characters in a story.

Specific Achievement Goal:
Decoding and Word Recognition: 1.12 Use knowledge of vowel digraphs and r-controlled letter-sound associations to read words.
Recent Activities:
John correctly read 15/18 words with s- and r- blends.

Specific Achievement Goal:
Reading Comprehension: 2.5 Ask and answer questions about essential elements of a text.
Recent Activities:
John read a small passage and was asked questions about the reading selection. John answered 2 out of 5 questions from reading selection.

Ways parents can support learning:
Read, read, and read some more to your child everyday! Discuss the story, make predictions and use the story as a springboard for more activities.

Additional Tutor Comments:
John was very attentive and worked very hard this month.

Student: Smith, John

Tutors R Us
1121 N. Main St.
Anytown, CA 94555

To the Parent/Guardian of:
Smith, John
5901 First St. .
Ridgecrest, CA 93555

Dear Parent/Guardian of John Smith,

This report is to inform you of the progress that your child has made during the month of November. Please continue to encourage your child to complete the assignments and participate in the learning experience whenever possible.

If you have any questions or concerns, please call 760-555-1234. Thank you. Your support and communication are greatly appreciated.

Estimados padres/tutores,

Este reporte es para comunicarle del progreso que han obtenido su hijo/a en el mes de Noviembre. Seria mucha ayuda si usted sigue apoyando a su hijo/a a completar sus tareas y tambien participar en la gran experiencia que es el aprender.

Por favor comunicarse con a 760-555-1234 6428 si usted tiene cualquier pregunta. Gracias. Su apoyo y opinion es agradecido.

Regards/Sinceramente,

Marcia Wilson
Program Coordinator
Tutors R Us

SIERRA SANDS UNIFIED SCHOOL INVOICING INSTRUCTIONS

All approved SES Providers who contract with Sierra Sands Unified School District for the 2013-14 school year must adhere to the following procedures for submitting monthly billing:

1. All billable tutoring hours must be entered into the Cayen system by month in which services were rendered. The DISTRICT will accept only one invoice per month per CONTRACTOR.
2. CONTRACTOR shall utilize the Cayen system to generate a monthly invoice.
3. CONTRACTOR shall submit Cayen Invoice and supporting documentation to the DISTRICT for all District students who received SES tutoring services within each calendar month.
4. CONTRACTOR shall submit all supporting documentation to the DISTRICT in alphabetical order by student last name to mirror the invoice: including but not limited to approved Cayen Student Learning Plans ("SLP"), Original Cayen Activity Rosters and Progress Reports.

SUPPORTING DOCUMENTATION

1. CONTRACTOR shall submit with first Cayen Invoice and subsequent invoices as necessary, the signed DISTRICT approved Cayen Student Learning Plan **Exhibit "C"**. The Cayen SLP shall be generated in Cayen and reviewed and approved by DISTRICT in Cayen PRIOR to the Tutoring Start Date.
2. CONTRACTOR shall submit an original Cayen Activity Roster showing the student's attendance **Exhibit "I"**. Each student's original Cayen Activity Roster must be signed by the Parent or Student and by the Student's tutor. Initials are not acceptable. Tutor must sign and date after the last tutoring session of that month. **The location of the tutoring must be included;** parent(s) and/or Student (not tutor) must record and verify attendance by writing the daily start and end times and signing by each day's time. CONTRACTOR shall verify the accuracy of each original Cayen Activity Roster.
3. CONTRACTOR shall send with the first district billing, one (1) copy of the Individualized Cover Letter to Parents **Exhibit "G"**, in English and Spanish, for district records.
4. CONTRACTOR shall, on a monthly basis, send two (2) copies to the DISTRICT and one copy to the Student's parent(s) of the Cayen Progress Report **Exhibit "F"**.
5. If applicable, CONTRACTOR shall, on a monthly basis, send an updated CDOJ/FBI/TB Clearance and Training Affidavit **Exhibit "D"**, to keep the DISTRICT updated on new employees working with or having contact with DISTRICT students.
6. If applicable, CONTRACTOR shall, on a monthly basis, send an updated Cayen Competency Verification Form **Exhibit "E"** to the DISTRICT, to keep the DISTRICT updated on any new staff member or changes in assignments relating to Cayen duties.

If requested by DISTRICT or a Student's Parent(s), CONTRACTOR shall provide all reports in the native language of the Student and the Student's Parent(s), CONTRACTOR shall submit each Cayen Invoice and supporting documentation to the office of **SSUSD Special Projects Office, Attn: Shirley Kennedy**, by the twelfth (12th) day of each month for the preceding month's tutoring sessions. **Reminder: All hours posted must be for the calendar month in which they occurred. We will not accept late billing for tutoring hours or Student**

Learning Plans not posted to the correct month in which services were rendered. We will only accept one (1) Cayen Invoice per month.

DISTRICT shall review each Cayen Invoice and supporting documentation for accuracy and 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 with written notice of any dispute. The notice shall be effective as of the date of mailing by DISTRICT to CONTRACTOR or Contractor Representative.

If District notifies CONTRACTOR in writing that it intends to withhold payment, CONTRACTOR shall have fifteen (15) days from the date of 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.

<p align="center">(S.E.S) BILLING DEADLINES 2013-14</p>

MONTH SERVICES RENDERED	CAYEN INVOICE AND SUPPORTING DOCUMENTS DUE BY 4:00 P.M. ON THE FOLLOWING DATES
October 2013	Tuesday, November 12, 2013
November 2013	Thursday, December 12, 2013
December 2013	Monday, January 13, 2014
January 2014	Wednesday, February 12, 2014
February 2014	Wednesday, March 12, 2014
March 2014	Monday, April 14, 2014
April 2014	Monday, May 12, 2014

These are the invoice deadlines set forth by the Sierra Sands Unified School District for 2013-2014. Contractor shall adhere to these deadlines to help us to expedite payment for services rendered by your company.

When submitting your SES Provider Monthly Billing Checklist, Cayen Invoice and supporting documentation, be sure to follow the invoicing instructions approved in the Independent Contractor Agreement for SES 2013-14, **Exhibit "H"**.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: K1

DATE (MM/DD/YYYY)

09/04/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Huttenlocher Group 1007 W. Huron Waterford, MI 48328 William Basinger		Phone: 248-681-2100 Fax: 248-681-0362	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ACCUR-1	FAX (A/C, No):
INSURED Accuracy Temporary Services d/b/a ATS Education Services d/b/a Creative Learning d/b/a ATS Employment Services d/b/a ATS Project Success 20674 Hall Road Clinton Township, MI 48038	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Cincinnati Insurance Company			10677
	INSURER B: The Hartford (SCIC)			29424
	INSURER C:			
	INSURER D:			
	INSURER E:			
			INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CAP5872944	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Sexual Misconduct						PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> Dir&Officer Liab			BCP878231	05/03/13	05/03/14	GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
							Dir & Off \$ 1,000,000
A	AUTOMOBILE LIABILITY			CAA5872944	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS			CAA5872944	07/01/13	07/01/14	\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA5872944	07/01/13	07/01/14	\$
A	UMBRELLA LIAB	X	OCCUR	CAP5872944	07/01/13	07/01/14	EACH OCCURRENCE \$ 4,000,000
	EXCESS LIAB						AGGREGATE \$ 4,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	35WECRE6062	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Teacher's Professional Liab.			CAP5872944	07/01/13	07/01/14	Per Claim 1,000,000
							Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as Additional Insured under the above noted General Liability if required by contract regarding work or services provided by the insured.

CERTIFICATE HOLDER**CANCELLATION**

SIER010

Sierra Sands Unified
School District
113 Felspar
Ridgecrest, CA 93555

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Accuracy Temporary Services, Inc.

Business name/disregarded entity name, if different from above
ATS Project Success

Check appropriate box for federal tax classification (required):
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
20674 Hall Road
City, state, and ZIP code
Clinton Township, MI 48038

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

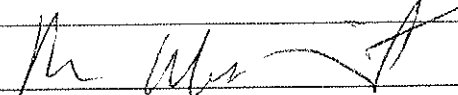
Social security number								
			-			-		
Employer identification number								
3	8	-	2	7	0	9	5	5
								3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **7-18-13**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

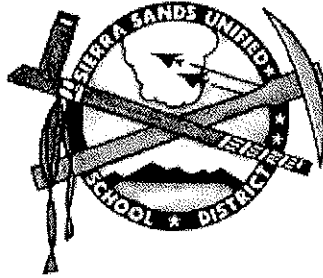
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



INDEPENDENT CONTRACTOR AGREEMENT

FOR

SUPPLEMENTAL EDUCATIONAL SERVICES

2013-14

BETWEEN THE

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND

Achievement Matters, Inc.

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**INDEPENDENT CONTRACTOR AGREEMENT FOR
SUPPLEMENTAL EDUCATIONAL SERVICES 2013-14
BETWEEN THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT
AND**

Achievement Matters, Inc

1) PURPOSE

This Independent Contractor Agreement ("AGREEMENT") is entered into this 2nd day of September 2013, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and Achievement Matters 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 2013-14 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, 2014 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 11, 2014**. 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. December 13, 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 December 28, 2013. Commencing on, January 10, 2014, 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 2013-14 academic year is \$771.45 (as of 08/13/13) 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 10/01/13, the invoice is due November 14, 2013. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/13 in Cayen is 12/15/13 (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: _____

DSF

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 14, 2014.

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 */current bylaws / current list of board of directors*
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:
Christina Giraldo- Assistant Supt. of Business Services	Deborah Farnoush, CEO
Sierra Sands Unified School District	Achievement Matters, Inc.
113 Felspar	21781 Ventura Blvd. #4118
Ridgecrest, CA 93555	Woodland Hills, CA 91364

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 3rd day of September, 2013

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

Joanna Rummer- Superintendent

By:

Deborah Farnoush, CEO

Name/Title

SSN or Tax ID #

Date

27-3891504

9/3/13

SES Provider Scope of Service - General Information

Name of Provider

Achievement Matters

Local Contact Person

SES Manager, Havah Jaffe

Corporate Contact Person

SES Manager, Havah Jaffe

Address

21781 Ventura Blvd. Suite #418

Address

21781 Ventura Blvd. Suite #418

City State Zip Code

Woodland Hills CA 91364

City State Zip Code

Woodland Hills CA 91364

Phone Fax

855-888-8677 855-484-2020

Phone Fax

855-888-8677 855-484-2020

E-mail

nclb@amk12.com

E-mail

nclb@amk12.com

Website<http://www.amk12.com>**Estimated Start Date for Services**

10/28/2013

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:

We do not provide transportation, however, our tutors will be more than happy to meet the student at a convenient place such as the student's home or local public library so that the parent or legal guardian does not have to drive.

Do you work with multilingual students?

Yes, all sessions

If so, which language(s)?

Chinese

French

Hmong

Lao

Other

Spanish

Vietnamese

If "Other" please specify:

Arabic, Russian, and other language available upon request.

Comments:

Provider Description

Achievement Matters specializes in individualized one-on-one and small group tutoring for students in grades K-12, in English Language Arts (reading and writing) and math. We also provide tutoring to English Language Learners and students with different types of disabilities including cognitive(i.e. learning) as well as physical. Tutoring is offered 7 days a week, for before school, after school, evening, or weekend sessions at the comfort of your home, local library, or community center. Students typically receive tutoring 2-3 times a week, by a caring and professional tutor. We hire the best and brightest tutors

around including certified and retired teachers, special education teachers for students with learning disabilities, college graduates, and college students. Best of all, our program is flexible as our tutor will come to you, so there is no need to drive the student around if you do not have access to transportation.

Our program starts by giving the student a pre test to determine his or her strengths and weaknesses. From there, an individualized Student Learning Plan is created with the input of the parent and school district. Throughout the duration of the tutoring program, we work closely with the parent or legal guardian as well as the student's tutor to ensure that the student's academic needs are being met.

We regularly monitor the student's performance and frequently provide the parent or legal guardian updates regarding their child's progress through telephone calls, and by mailing out copies of Monthly Progress Reports. We strive to provide the best possible service to our students and families. Upon completion of the tutoring program, the student will take a post test to measure overall growth and progress. The majority of our students will see improvement in not only their post test score, but also their classroom grades and tests. Our individualized tutoring program has been proven to be quite effective and favored amongst students, parents, and teachers. At Achievement Matters, we are committed to helping our students in California by ensuring their success and helping them reach their academic goals!

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

The minimum requirement to become a tutor with Achievement Matters is for the tutor to have completed 60 units from an accredited college or university or an AA degree. However, 75% of our instructors are either state certified teachers or college graduates (Bachelors degree or higher). Prior to coming on board, all our tutors must take subject based placement exams to measure proficiency in the subject(s) they would be teaching. This will help better pair the tutor to our students. It must be noted however, that tutors who do not pass the placement exams WILL NOT be able to work with Achievement Matters as we are very selective about our tutors. In addition, all our tutors go through 8-12 hours of live online training consisting of company policies and procedures, district specific policies and procedures, child abuse and missing child reporting procedures, managing student behavior, creating lesson plans, etc. Of course all our tutors must submit FBI, DOJ, and TB tests as well.

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

Achievement Matters has served students in all types of districts including smaller rural districts as an SES provider in Texas, Washington, Pennsylvania, and Vermont. We have provided both one on one and small group tutoring in Math, English Language Arts, and Science to students in such areas. We generally tend to hire district teachers, retired teachers, as well as local college grads and students to providing tutoring to students in rural areas. We have also had much success in such communities by not only getting the students and parents engaged and involved in the tutoring program, but also local Community Based Organizations as well who have been strongly supportive of program and mission.

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

Yes, 100% of our curricula is aligned to state standards. This includes our pre and post tests, as well as any assignments, worksheets, or activities that are given to our students.

What is your plan for 80% student retention?

In order to be able to maintain an 80% retention or higher, our plan is to start the students up right away, make sure they are pre-tested, have their SLP's ready, and begin tutoring. We will work closely with the district with respect to students that we have a hard time starting up, we will attempt to call, mail out letters, and send a tutor to the student's home if need be. If the family is being unresponsive, the student will be dropped from the program. Our in-house Student Support Services staff will also work closely with the student, tutor, and his/her family to ensure that the student is regularly attending sessions and on track towards completing the program. Students who have 3 or more unexcused absences or no-shows may be dropped from the program.

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

We use Scantron's Achievement Series to pre and post test our students. The student is given an initial paper based assessment which tests the student against state standards and grade level expectations. From there, the tutor will input the student's responses into achievementseries.com and the test will generate a list of objectives/standards the student does know. This will help us create the Student Learning Plan. Student progress is measured through interim quizzes and tests along the way which help the tutor understand how the student is progressing in terms of grasping the materials taught. Tutors are able to then tweak their lesson plans and instructions by specifically pinpointing areas the student still needs help with. Our tutors provide individualized lesson plans including activities such as worksheets and activities to help reinforce skills and concepts that are taught during the tutoring sessions. Every month, our tutors will submit a Monthly Progress Report which will highlight all the standards and objectives that were taught during the tutoring sessions that month. Tutors will include progress for each objective, how that progress was measured i.e. tests, quizzes, etc., and whether or not the student is attaining that objective or not. A copy of this Monthly Progress Report is give to the district as well as the parent. At the culmination of tutoring, the student will take a post test to measure overall progress. The tutor will also write up a Final Progress Report to summarize the student's tutoring program, and individual growth for each objective, as well as overall growth within the subject they received tutoring in.

What are the student responsibilities outside of class?

The student will be responsible for regularly attending tutoring sessions and letting the tutor know in advance regarding his or her absence. It is the student's responsibility to show up to sessions on time and leave as planned. Students are expected to come to sessions ready and prepared to learn, while on their best behavior. They must cooperate with their tutor and take part in activities and assignments including any homework assignments given to them by their tutor. Students who misbehave or miss tutoring sessions may be dropped from the program.

What are the parent responsibilities?

It's very important for the parents to be involved with the student's tutoring program. From day one, we strive to engage the student's parent or legal guardian through a welcome call, welcome letter, as well as a memorandum of understanding in terms of what is expected from the student as well as the parent/legal guardian. Irregardless of how busy the parent or legal guardian may be, we will work closely with the family to ensure that they are encouraging the student to regularly attend tutoring sessions. We also call the families every two weeks to inform them of the student's progress as well as answer any questions or concerns they might have. We have a dedicated in-house Student Support Services Department that is solely dedicated to dealing with the families, students, and tutors. This department has bilingual staff members to better facilitate communication with non-English speaking families. Parents are encouraged to call us anytime they have a concern or question as our staff members are here to help ensure the student's success as well as the parent's satisfaction. We will strive to provide the parent with the highest level of customer service as our students and families are our number one priority.

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

Parents will be informed about their child's outcome in 3 ways: After every tutoring session, if the parent/legal guardian is present at the site, the tutor will spend five minutes at the end of the session informing the parent/legal guardian regarding the child's progress for that day. This would be a good opportunity to address any immediate questions or concerns the parent or legal guardian may have. Every two weeks, the parent/legal guardian will receive a call from our Student Support Services Department addressing any issues or concerns the parent might have, and provide them with pertinent updates. Once a month, the parent/legal guardian will receive a copy of the Monthly Progress Report via mail (other forms of communication available as well) which will outline the student's overall progress for that month. Parents of course are always welcomed to call our office anytime they have a question or concern as our staff is here to help!

SES Provider Scope of Service - Session Maintenance

Session Name
12-1

Session Number
12-1

Method Of Instruction **In-Home Instruction**
No

Curriculum/Session Name

Location/Street Address

Student : Teacher Ratio **# of Seats** **Cost per hour per student**
5000 \$

Will Schedule...
Schedule Later

Start Date **End Date**
10/28/2013 4/11/2014

Length (in hours) **# of Classes**
1

Subjects **Grades**

SES Provider Scope of Service - Session Maintenance

Session Name

12-2

Session Number

12-2

Method Of Instruction**In-Home Instruction**

No

Curriculum/Session Name**Location/Street Address****Student : Teacher Ratio****# of Seats**

5000

Cost per hour per student

\$

Will Schedule...

Schedule Later

Start Date

10/28/2013

End Date

4/11/2014

Length (in hours)

1

of Classes**Subjects****Grades**

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
Supplemental Educational Services Providers
Confirmation of Contract Received
2013-14**

(CONTRATOR Name) Achievement Matters verifies that CONTRATOR or its agent attended the District's mandatory meeting on **August 15, 2013** and Cayen Webinar training on **August 19, 2013**. 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
Miguel A. Cordero	Manager	<i>[Signature]</i>	8-15-13	SSUSD

[Handwritten signature]

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

Confirmation of Contract Received from District				
Name	Title/Position	Signature	Date	District
Miguel A. Cordero	Manager	<i>[Signature]</i>	8-15-13	SSUSD
Luis Valadez (Cayen)	Billing and Payments	<i>[Signature]</i>	9/5/13	SSUSD

[Handwritten signature]

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 2013-14.			
Name	Title/Position	Signature	Date
Deborah Farnash	CEO	<i>[Signature]</i>	9/2/13

"Unforgiven" - Cayen Secret Code

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

See letter

Exhibit D

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Supplemental Educational Service Providers
CDOJ/FBI/TB Clearance and Personnel Training Affidavit
2013-14

I, Deborah Farnoush, an authorized representative of Achievement Matters, 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							
2							
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)

Deborah Farnoush

9/3/13

September 3, 2013

Re: Clearance Requirements Employee Background Check (FBI & DOJ)/TB Test

Achievement Matters has not yet determined who its instructors/staff for the 13-14 school year will be for the (Sierra Sands Unified School District) as hiring of instructors and staff is done late in the summer. Once the individuals are identified, hired, and trained, a list will be made available to the district including their background check (FBI & DOJ), TB test, verification of licenses/credentials, as well as training prior to start of services. All proper clearances WILL BE submitted to the district prior to the start of services.

As a company policy, prior to instructors coming on board, they receive 8-12 hours of live in person or online training from a Tutor Training Coordinator. As part of the training, the instructor will learn how to assess their students, create lesson plans, create Student Learning Plans, as well as child abuse and missing child reporting procedures. Additionally, all our instructors take placement exams in the subject(s) they will be teaching, this way we can efficiently pair the instructor with the right students.

Should you have any questions or concerns about this, please do not hesitate to contact our Tutor Recruitment or Contract Administration Departments regarding our policies and procedures.

Thank you,

Achievement Matters
Contract Administration Department

20720 Ventura Blvd., Suite #310
Woodland Hills, CA 91364

818.999.6200 855.8.TUTORS
855.484.2020 fax
amk12.com

Sierra Sands Unified School District
SES Provider Qualifications 2013-14
Employee Competency in Cayen Verification

(CONTRACTOR NAME) Achievement Matters 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
Deborah Farnoush	CEO	21781 Ventura Blvd. Suite #418	1.855.888.8677	nc1b@amk12.com
Hilma Ayala	Student Support Services Rep.	Woodland Hills, CA 91364	1.855.888.8677	CASsso@amk12.com
Luis Valadez	Billing & Payment Representative	(all 3 same)	1.855.888.8677	CAbandp@amk12.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
All tutors	All Achievement Matters Tutors	N/A	N/A	N/A
Hilma Ayala	Student Support Services Representative	(See I)	1.855.888.8677	CASsso@amk12.com
Luis Valadez	Billing & Payment Representative	(See I)	1.855.888.8677	CAbandp@amk12.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
Hilma Ayala	Student Support Services Representative	(see I)	1.855.888.8677	CASsso@amk12.com

Authorized Signature of SES Representative

(Printed Name)

Deborah Farnoush

Date

9/6/13



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JN

DATE (MM/DD/YYYY)

09/03/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Intermarket Insurance Agency Inc 205 E Main Street, Suite 3-4 Huntington, NY 11743 House Accounts		Phone: 631-421-2424 Fax: 631-421-2004	CONTACT NAME: Vicky Hanley PHONE (A/C, No, Ext): 631-421-2424 FAX (A/C, No): 631-421-2004 E-MAIL ADDRESS: vhanley@intermarketins.com PRODUCER CUSTOMER ID #: ACHIEMA
INSURED Achievement Matters, Inc 21781 Ventura Blvd #418 Woodland Hills, CA 91364	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Thomco		
	INSURER B: The Hartford Insurance Company		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	SCG70001089-0	12/01/2012	12/01/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> \$0 DEDUCTIBLE					PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> Crime Coverage		SCG70001089-0	06/13/2013	12/01/2013	GENERAL AGGREGATE \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					Aggregate \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		SCG70001089-0	12/01/2012	12/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		SCU70001089-00	09/01/2013	12/01/2013	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		12WECEU6147	08/23/2013	08/23/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Prof Liability		SCG70001089-0. \$0 DED	12/01/2012	12/01/2013	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse/Molest		SCG70001089-0. \$0 DED	12/01/2012	12/01/2013	Act/Agg \$1Mil/\$2Mil PP/Agg \$1Mil/\$2Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Sierra Sands Unified School District, its governing board, officers, agents, and employees are included as additional insureds if required by written contract or agreement. General Liability coverage is primary and non-contributory if required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

SIERRAS Sierra Sands Unified School District 113 Felspar Ridgecrest, CA 93555	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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INTERMARKET INSURANCE AGENCY
I N C O R P O R A T E D

September 3, 2013

Achievement Matters, Inc
21781 Ventura Blvd #418
Woodland Hills, CA 91364

Policy #SCG70001089-0
RE: Sierra Sands Unified School District insurance requirements

To Whom It May Concern,

Please be advised that the requested additional insured endorsement is currently being processed by the insurance carrier. Once we are in receipt, we will be sending the insured a copy of the endorsement.

If you have any questions please feel free to contact our office.

Thank you,

Jillian Migliara
National Accounts CSR
Intermarket Insurance Agency
205 East Main Street, Suite 3-4
Huntington, NY, 11743
Phone: 631-421-2424 Ext 250
Fax: 631-421-2004
JMigliara@intermarketins.com

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Achievement Matters, Inc.	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 21781 Ventura Blvd., #418	Requester's name and address (optional)
City, state, and ZIP code Woodland Hills, CA 91364	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

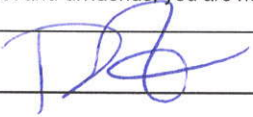
Employer identification number								
2	7	-	3	8	9	1	5	0 4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ **9/3/13**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**MINUTES OF ORGANIZATION MEETING OF DIRECTORS OF
ACHIEVEMENT MATTERS INC.**

The organization meeting of directors was held at 21781 Ventura Boulevard, Suite 418, Woodland Hills, California 91364 on the 6 December 2010 at 2:00 o'clock this pm.

The following were present:

Deborah S. Farnoush

being a quorum and all of the Directors of the corporation.

Deborah S. Farnoush was nominated and elected temporary Chair and acted as such until relieved by the President. Deborah S. Farnoush was nominated and elected temporary Secretary, and acted as such until relieved by the permanent Secretary.

The Secretary presented to the meeting the written waiver of notice and consent to the holding of the first meeting of Directors signed by each Director of the Corporation. The Secretary was instructed to make it a part of the records of the meeting and to insert it in the minute book immediately preceding these minutes.

The Secretary, then presented and read to the meeting a copy of the Articles of Incorporation of the Corporation and reported that on the 9th day of November, 2010, the original thereof was duly filed by the office of the Secretary of State of the State of Nevada.

Upon motion duly made, seconded and carried, said report was adopted and the Secretary was directed to append to these minutes a copy of the Articles of Incorporation.

The Secretary then informed the Board that the Corporation is required by statute to designate an agent for service of process in the State of Nevada, and that Spiegel & Utrera, P.A., had been designated as that agent in the Corporation's Articles filed with the Secretary of State.

Upon motion duly made, seconded and carried, it was

RESOLVED that Spiegel & Utrera, P.A., a corporation registered and authorized to do business under the laws of Nevada, which has complied with Nevada Revised Statute 78.090, is appointed as this Corporation's agent for service of process in Nevada as required by Nevada Revised Statute 78.090.

The Secretary presented and read the Minutes of the First Meeting of Incorporators of the Corporation.

Upon motion duly made, seconded and carried, said the Minutes of the First Meeting of Incorporators of the Corporation were in all respects ratified, confirmed and approved as adopted by the Incorporator(s) and the Secretary was directed to file these among the Corporation's records.

The following were duly nominated and, a vote having been taken, were unanimously elected Officers of the Corporation to serve for one year and until their successors are elected and qualified:

President: Deborah S. Farnoush

Secretary: Deborah S. Farnoush

Treasurer: Deborah S. Farnoush

The President and Secretary thereupon assumed their respective offices in place and stead of the temporary Chair and the temporary Secretary.

The President presented and read, article by article, the proposed Bylaws for the conduct and regulation of the business and affairs of the Corporation as prepared by Spiegel & Utrera, P.A., counsel for the Corporation.

Upon motion duly made, seconded and carried, they were adopted and in all respects, ratified, confirmed and approved, as adopted, as and for the Bylaws of this Corporation.

The Secretary was directed to execute a certificate of the adoption of said Bylaws, to insert said Bylaws as so certified in the minutes book of this Corporation, and to cause a copy of said Bylaws, as they may be amended from time to time, to be kept and maintained at the principal executive office of this Corporation, in accordance with Corporations Code section 213.

Upon motion duly made, seconded and carried, it was

RESOLVED that the seal now presented at this meeting, an impression of which is directed to be made in the margin of the minutes book, be and the same hereby is adopted as the seal of this Corporation, and further

RESOLVED that the President and Treasurer be and they hereby are authorized to issue certificates for shares in the form as submitted to this meeting and appended to the minutes of this meeting, and further

Upon motion duly made, seconded and carried, it was

RESOLVED that the Treasurer be and hereby is authorized to open a bank account in behalf of the Corporation with J.P. Morgan Chase located at Woodland Hills, CA and a resolution for that purpose on the printed form of said bank was adopted and was ordered appended to the minutes of this meeting.

The Chair of the Board advised the Board that, on or before the last day of the first month following the filing of the Articles, the corporation must file an Initial List of Officers with the Nevada Secretary of State, under Nevada Revised Statute 78.150.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the Secretary of this Corporation is authorized and directed to prepare and to file or cause to be filed with the Secretary of State the Initial List of Officers in compliance with Nevada Revised Statute 78.150; and the Secretary is directed to insert a copy of that statement in the minutes book following the minutes of this meeting.

Upon motion duly made, seconded and carried, it was

RESOLVED, that upon delivery to the corporation of said assets and the execution and delivery of such proper instruments as may be necessary to transfer and convey the same to the Corporation, the Officers of this Corporation are authorized and directed to execute and deliver the certificate(s) for such shares as are required to be issued and delivered to the consideration of:

NAME ADDRESS

Deborah S. Farnoush
21781 Ventura Boulevard, Suite 418
Woodland Hills, California 91364

100 Shares

RESOLVED that such shares shall be sold without the publication of any advertising or general solicitation.

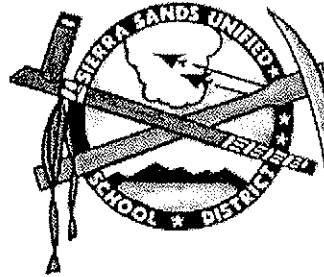
RESOLVED FURTHER that such shares shall be issued within the exemption from qualification afforded by Section 90.530 of the Nevada Revised Statute and shall, in all respects, meet the requirements thereof.

SHAREHOLDER LIST
OF
ACHIEVEMENT MATTERS INC.

The following is a list of all shareholders arranged by voting group:

NAME & ADDRESS & SHARES

Deborah S. Farnoush 21781 Ventura Boulevard, Suite 418 Woodland Hills, California 91364	100 Shares
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INDEPENDENT CONTRACTOR AGREEMENT

FOR

SUPPLEMENTAL EDUCATIONAL SERVICES

2013-14

BETWEEN THE

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND

1 To 1 Study Buddy Tutoring, Inc.

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**INDEPENDENT CONTRACTOR AGREEMENT FOR
SUPPLEMENTAL EDUCATIONAL SERVICES 2013-14
BETWEEN THE**

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND

1 To 1 Study Buddy Tutoring

1) PURPOSE

This Independent Contractor Agreement ("AGREEMENT") is entered into this 30 day of August, 2013, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and 1 To 1 Study Buddy Tutoring, 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 2013-14 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, 2014 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 11, 2014**. 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. December 13, 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 December 28, 2013. Commencing on, January 10, 2014, 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 \$ 75 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 2013-14 academic year is \$771.45 (as of 08/13/13) 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 10/01/13, the invoice is due November 14, 2013. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/13 in Cayen is 12/15/13 (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: DF

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 14, 2014.

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:
Christina Giraldo- Assistant Supt. of Business Services	Duane Fjelstad
Sierra Sands Unified School District	1 To 1 Study Buddy Tutoring, Inc.
113 Felspar	357 N. Sheridan St. #133 Corona 92880
Ridgecrest, CA 93555	Corona, CA 92880

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 30TH day of August, 2013

SIERRA SANDS UNIFIED SCHOOL DISTRICT
By:

Joanna Rummer- Superintendent


1 To 1 Study Buddy Tutoring, Inc.
By: Duane Fjelstad
Duane Fjelstad / President

Name/Title
SSN or Tax ID # 45-0615442
Date 8/30/13


**SIERRA SANDS UNIFIED SCHOOL DISTRICT
Supplemental Educational Services Providers
Confirmation of Contract Received
2013-14**

(CONTRACTOR Name) 1-to-1 Study Buddy Tutoring verifies that CONTRACTOR or its agent attended the District's mandatory meeting on **August 15, 2013** and Cayen Webinar training on **August 19, 2013**. Contractor representatives shall assure information is delivered to and communicated with Contractor and its Employees.

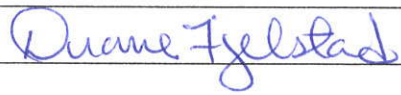
TO BE SIGNED AT THE MANDATORY MEETING BY ATTENDEE AND DISTRICT:

Confirmation of Attendance at District Mandatory Meeting				
Name	Title/Position	Signature	Date	District
Ana Mariscal	Rep		8/15/13	Heunedy

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

Confirmation of Contract Received from District				
Name	Title/Position	Signature	Date	District
Ana Mariscal	Rep		8/15/13	Heunedy

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 2013-14.			
Name	Title/Position	Signature	Date
Duane Fjelstad	President		8/30/13

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

EXHIBIT "B"- Cayen Scope of Service

(Each SES Provider to submit for Board Approval with their SES Contract)

Generate from Cayen

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SIERRA SANDS UNIFIED SCHOOL DISTRICT
Supplemental Educational Service Providers
CDOJ/FBI/TB Clearance and Personnel Training Affidavit
2013-14

I, Duane Fjelstad, an authorized representative of To 1 Study Buddy Tutoring, 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	<u>Major/Degree Earned; License/Credential/Experience in ELA or Math (describe fully)</u>	Years of Experience	Telephone #
Ruth Pena	X	X	X	BA-English	15	951-273-0344
Greg Hunt	X	X	X	BS-BusAdmin	10	951-273-0344
1 Keith Pena				BA History	5	951-273-0344
2						
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.

Duane Fjelstad
 Signature (Owner/Authorized Representative)

8/30/13
 Date

Name (Print) Duane Fjelstad

Sierra Sands Unified School District
SES Provider Qualifications 2013-14
Employee Competency in Cayen Verification

(CONTRACTOR NAME) 1 To 1 Study Buddy Tutoring 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
Ana Mariscal	Coordinator	357 N. Sheridan Corona, CA	951- 273-0344	ana@1to1 studybuddy.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
Ana Mariscal	Coordinator	367 N. Sheridan Corona, CA	951- 273-0344	ana@1to1 studybuddy.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

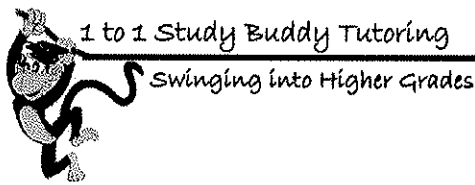
Name	Title/Position	Address	Contact Number	Email Address
Duane Fjelstad	President	357 N. Sheridan Corona, CA	951-273-0344	duane@1 to 1studybuddy.com

Duane Fjelstad
 Authorized Signature of SES Representative

8/30/13

Date

(Printed Name) Duane Fjelstad



Parental Notification Letter regarding Tutoring Services

To the Parents/Guardians of (name of student)

Your application for free tutoring services from 1 to 1 Study Buddy Tutoring, Inc. has been approved and we have received your contact information from the district offices. You will be receiving a call to schedule the Pre Test within the next few days. If you have not heard from us within 5 days, please call us at the number provided below. Thank you and we look forward to servicing you.

Important points:

Your involvement in the tutoring process is important for the success of your child. Please take a moment to review these important points.

- All tutoring will be 1 - to -1.
- Your child will receive ____ hours of tutoring.
- You and the tutor will decide on the days and times of the tutoring. We recommend a minimum of 2 – 3 sessions per week.
- Sessions can not be in excess of 2 hours in length per child.
- Our services are provided in the home and it is the parents' responsibility to maintain the discipline of the student.
- An adult 18 years of age or older (known to the student) must be present during tutoring.
- Please review the dates and times on the signature sheet **before** you sign. Do not sign any pre-filled sheets.
- A **Pre Test** and **Post Test** will be administered.
- A **Learning Plan** will be developed prior to the start of tutoring,
- Your tutor will provide and discuss your child's **Monthly Progress report**.
- Nondiscrimination policy, Sexual Harassment policy, Student Grievance Procedure, Child Abuse, Missing Children Reporting and Complaint Procedures are attached.

Questions: Our Staff is available to assist you with any questions, concerns and scheduling issues. Please feel free to contact us at:

1 to 1 Study Buddy Tutoring, Inc.
357 N. Sheridan #133
Corona, CA. 92880
(951) 273-0344



Policy Number:

Date Entered: 07/16/2013

DATE (MM/DD/YYYY)

7/16/2013

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	JOANNE LINDSEY INSURANCE SERVICES 26893 BOUQUET CANYON ROAD, SUITE C197 National Producer Code 2713487 SANTA CLARITA, CA 91350	CONTACT NAME: PHONE (A/C No. Ext): (800) 244-9202 E-MAIL: lindseyinsbrkr@socal.rr.com ADDRESS:	FAX (A/C No.): (661) 297-1434
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	1 TO 1 STUDY BUDDY TUTORING, INC. DUANE FJELSTAD 357 N. SHERIDAN, UNIT 133 CORONA, CA 92880	INSURER A: PHILADELPHIA INDEMNITY INSURANCE COMPANY	22357
		INSURER B: Hartford Casualty Insurance Company	22357
		INSURER C: PHILADELPHIA INDEMNITY INSURANCE COMPANY	22357
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	PHPK876961	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADJ INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
A	AUTOMOBILE LIABILITY	X	PHPK876961	6/1/2013	6/1/2014	PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	X				PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB					EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	WC 004755916	03/01/2013	03/01/2014	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	PROFESSIONAL LIABILITY	X	PHPK876961	06/01/2013	06/01/2014	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	ABUSE/MOLESTATION	X	PHPK876961	06/01/2013	06/01/2014	\$1,000,000 \$3,000,000
A	CRIME COVERAGE	X	PHPK876961	06/01/2013	06/01/2014	\$100,000 \$5,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. (PLEASE SEE ATTACHED)

45 DAYS NOTICE OF CANCELLATION APPLIES.

CERTIFICATE HOLDER

CANCELLATION

SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 FELSPAR
RIDGECREST, CA 93555

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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Policy Number: PHPK876961

General Liability

1 TO 1 STUDY BUDDY TUTORING, INC.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 FELSPAR
RIDGECREST, CA 93555**

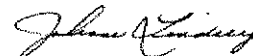
(If no entry appears above, information require to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to included as an insured the person or organization shown in the schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts or omissions arising from occurrence directly caused by and while in the course of the Named Insured's ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named Insured's sole negligence.
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that the named Insured has agreed and/or is required by contract to name as an additional insured, per schedule on file with Company.

Additional Premium \$ _Incl. _____.



9/1/2013
Authorized Representative Date
JoAnne Lindsey

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INDEPENDENT CONTRACTOR AGREEMENT

FOR

SUPPLEMENTAL EDUCATIONAL SERVICES

2013-14

BETWEEN THE

SIERRA SANDS UNIFIED SCHOOL DISTRICT

AND

Academia de Servicio de Tutoria

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**INDEPENDENT CONTRACTOR AGREEMENT FOR
SUPPLEMENTAL EDUCATIONAL SERVICES 2013-14**

**BETWEEN THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

AND

#1 Academia de Servicio de Tutoria

1) PURPOSE

This Independent Contractor Agreement ("AGREEMENT") is entered into this 19 day of September, 2013, 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 ("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 2013-14 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.
- X 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, 2014 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 11, 2014**. 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. December 13, 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 December 28, 2013. Commencing on, January 10, 2014, 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 \$~~45.00~~ 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 2013-14 academic year is \$771.45 (as of 08/13/13) 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 10/01/13, the invoice is due November 14, 2013. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/13 in Cayen is 12/15/13 (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: fs

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 14, 2014.

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:
Christina Giraldo- Assistant Supt. of Business Services	Francisco Gutierrez / Project Manager
Sierra Sands Unified School District	#1 Academia de Servicio de Tutoria
113 Felspar	2550 Corporate Place #108
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 27 day of August, 2013

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

Joanna Rummer- Superintendent

By: #1 Academia de Servicio de Tutoria

Francisco Gutierrez / Project Manager

Name/Title

SSN or Tax ID # 27-1332524

Date 8/27/13



Policy Number:

Date Entered: 08/27/2013

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	JOANNE LINDSEY INSURANCE SERVICES 26893 BOUQUET CANYON ROAD, SUITE C197 National Producer Code 2713487 SANTA CLARITA, CA 91350	CONTACT NAME: PHONE (A/C, No, Ext): (800) 244-9202 FAX (A/C, No): (661) 297-1434 E-MAIL: lindseyinsbrkr@socal.rr.com ADDRESS:
INSURED	Syntesys Educational Services Inc. DBA: Academic Tutoring Services, #1Academic De Servicio De Tutor Educando con Tablet 2550 CORPORATE PLACE, STE. C108 MONTEREY PARK, CA 91754	INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA INSURANCE COMPANY INSURER B: PHILADELPHIA INSURANCE COMPANY OF AMERICA INSURER C: PHILADELPHIA INSURANCE COMPANY INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		PHPK1058562	9/1/2013	9/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		PHPK1058562	9/1/2013	9/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>		PHUB430642	9/1/2013	9/1/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/>	N/A	WC04250587	9/1/2013	9/1/2014	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional	<input checked="" type="checkbox"/>		PHPK1058562	9/1/2013	9/1/2014	\$2,000,000 \$3,000,000
A	Abuse & Molestation	<input checked="" type="checkbox"/>		PHPK1058562	9/1/2013	9/1/2014	\$1,000,000 \$2,000,000
A	Crime Bond	<input checked="" type="checkbox"/>		PHPK1058562	9/1/2013	9/1/2014	\$500,000 \$5,000.00 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. (SEE ENDORSEMENT ATTACHED)

30 DAY NOTICE OF CANCELLATION APPLIES.

CERTIFICATE HOLDER**CANCELLATION**

SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 FELSPAR STREET
RIDGECREST, CA 93555

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Policy Number: PHPK1058562

General Liability

**SYNTELESYS EDUCATIONAL SERVICES, INC., ACADEMIC TUTORING
SERVICE, #1 ACADEMIA DE SERVICIO DE TUTUORIA, EDUCANDO CON
TABLETAS**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED—OWNERS, LESSEES OR CONTRACTORS
(WITH OPTIONAL COVERAGE PROVISIONS)**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

**SIERRA SANDS UNIFIED SCHOOL DISTRICT
113 WEST FELSPAR AVENUE
RIDGECREST, CA 93555**

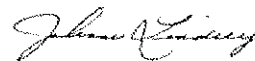
(If no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement)

Who is insured (Section II) is amended to include as an insured the person or organization shown in the
schedule, but only to the extent the additional insured is held liable for the Named Insured's negligent acts
or omissions arising from occurrence directly caused by and while in the course of the Named Insured's
ongoing operations performed for that additional insured.

Optional Coverage Provisions applicable to the above. The selected option(s) is designated by a mark in
the box on the left of the option.

- OPTION A. The insurance provided by the endorsement shall be primary, but only in the event of the Named
Insured's sole negligence.
- OPTION B. The insurance provided by this endorsement shall be primary and noncontributory, but only in the
event of the Named Insured's sole negligence.
- X- OPTION C. The insurance provided by this endorsement is amended to include any person or organization that
the named Insured has agreed and/or is required by contract to name as an additional insured, per
schedule on file with Company.

Additional Premium \$ _Incl. _____.



Authorized Representative 8/28/2013
JoAnne Lindsey Date

Includes copyrighted material of Insurance Services Offices, Inc., with its permission
Copyright, Insurance Services, Office, Inc. 1998

GLS-210a (4-99)

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Syntelesys Educational Services Inc.

Business name, if different from above

#1 Academia de Servicio de Tutoria

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

2550 Corporate Place Suite C108

City, state, and ZIP code

Monterey Park, Ca. 91754

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

27

1332524

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

8/27/13

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

EXHIBIT "B" - Cayen Scope of Service

(Each SES Provider to submit for Board Approval with their SES Contract)

Generate from Cayen

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Student Learning Plan

Sample 2013-14

Student Name: Smith, John

Grade: 3

School: Sands Elementary

Enrolled In: 57-2 Reading/Language Arts

Number Of Classes: 10

Hours Per Class: 2

Achievement Goal(s)

1. 1.4 Vocabulary and Concept Development: use sentence and word context to find the meaning of unknown words.
2. 2.6 comprehension & Analysis: extract appropriate and significant information from the text, including problems and solutions.
3. 3.2 Narrative Analysis of Grade-Level-Appropriate Text: comprehend basic plots of classic fairy tales, myths, folktales, legends, and fables from around the world.

Services Planned (tutor : student ratio, materials, and instructional strategies used)

One-to-one Reading tutoring services one day a week. Tutor will use HM materials and grade level appropriate passages. The instructor will use direct instruction, guided practice and partner reading strategies.

Start Date: 11/2/13

End Date: 4/11/14

Pre- & Post- Assessment Tools

Scantron's Performance Series Assessment

Describe the measurable, desired change in student performance on assessment tool listed above

For Scantron's Performance Series Assessment, the goal is to increase the students SIP score by 5 percentile.

Describe how the student's parents, teachers and the district will be regularly informed of progress

Parents are notified by direct consultation with the tutor. Monthly Cayen progress reports are provided for each student, which are sent to the school District and the parent. Parent(s) and District are provided pre and post test results.

Is this plan consistent with the student's Individualized Education Program (IEP) under Section 614(d) of the Individuals With Disabilities Education Act (IDEA), if applicable? N/A

Is this plan consistent with the provision of an appropriate education under Section 504? N/A

Tests

School Year	Test	Sub Test	Score	Date
2012-13	Star Reading		280	4/1/2013
2012-13	Star Math		320	4/1/2012

Assessment Name	Pre-Test Score	Pre-Test Date	Post-Test Score	Post-Test Date
-----------------	----------------	---------------	-----------------	----------------

Scantron's Performance Series

60

11/2/13

I understand my child's attendance at this tutoring program is important to his/her academic improvement. If my child has two unexcused absences, the provider has the option of dropping the student from the tutoring program. I agree to call the provider if my child is unable to attend a scheduled session. I also agree to inform the provider when contact or emergency information changes.

Parent Name (Please Print)

Signature

Date

The undersigned provider agrees a) to provide the services listed above in a timely and professional manner, b) not to disclose to the public the identity of a student eligible for or receiving supplemental educational services without the written permission of the student's parents, and c) that it understands that its agreement with the school district can be terminated if the provider fails to meet the student's progress goals.

Provider:

Staff Member (Please Print)

Signature

Date

District Administrator (Please Print)

Signature

Date

SIERRA SANDS UNIFIED SCHOOL DISTRICT
Supplemental Educational Service Providers
CDOJ/FBI/TB Clearance and Personnel Training Affidavit
2013-14

I, Francisco Gutierrez, an authorized representative of #1 Academia de Servicio de Tutoria (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	Faydra Watson-Tipp	X	X	X	BA/Education	4	760-905-2742
2	Coringa Orozco	X	X	X	BA/Human Development	3	760-947-0914
3	Brenda Jimenez	X	X	X	BA/Psychology w/ distinction	5	661-345-6854
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 2013-14
Employee Competency in Cayen Verification

(CONTRACTOR NAME) Francisco Gutierrez 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
Dayana Rivera	Admin.	2550 Corporate Place #102, Monterey Park, Ca. 91754	1-800-293-3091	
				Dayana.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
Dayana Rivera	Admin.	2550 Corporate Place #102, Monterey Park, Ca. 91754	1-800-293-3091	Dayana.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
Francisco Gutierrez	Project Manager	2550 Corporate Place #102, Monterey Park, Ca. 91754	1-800-293-3091	info@academic.tutoringservice.com

Authorized Signature of SES Representative

(Printed Name) Francisco Gutierrez

8/27/13
Date

Progress Report

Tutors R Us

Progress Report #2 - Progress as of 4/31/14

Date Run: Wednesday, March 17, 2014 at 11:40:22 am (PT)

Sample

Student: John Smith

Student ID: 12345678

Grade Level: 1

Classroom Teacher: Mrs. Smart

Provider Contact Number: (123) 456-7890

Total Number of Hours: 20

School Number: S005

Location of Services: Ridgecrest Library

Subject Area(s): Reading/Language Arts

Tutor Name: Mrs. Tutor

Number of hours completed: 5

Specific Achievement Goal:
Comprehension and Analysis of Grade-Level-Appropriate Text: 2.2 Respond to who, what, when, where, and how questions.
Recent Activities:
John was able to read short stories and answer 10/12 questions correctly.

Specific Achievement Goal:
Narrative Analysis of Grade-Level-Appropriate Text: 3.1 Identify and describe the elements of plot, setting, and character(s) in a story, as well as the story's beginning, middle, and ending.
Recent Activities:
John correctly answered 8/10 when identifying and describing the elements of plot, setting, and characters in a story.

Specific Achievement Goal:
Decoding and Word Recognition: 1.12 Use knowledge of vowel digraphs and r-controlled letter-sound associations to read words.
Recent Activities:
John correctly read 15/18 words with s- and r- blends.

Specific Achievement Goal:
Reading Comprehension: 2.5 Ask and answer questions about essential elements of a text.
Recent Activities:
John read a small passage and was asked questions about the reading selection. John answered 2 out of 5 questions from reading selection.

Ways parents can support learning:
Read, read, and read some more to your child everyday! Discuss the story, make predictions and use the story as a springboard for more activities.

Additional Tutor Comments:
John was very attentive and worked very hard this month.

Student: Smith, John

Tutors R Us
1121 N. Main St.
Anytown, CA 94555

To the Parent/Guardian of:
Smith, John
5901 First St. .
Ridgecrest, CA 93555

Dear Parent/Guardian of John Smith,

This report is to inform you of the progress that your child has made during the month of November. Please continue to encourage your child to complete the assignments and participate in the learning experience whenever possible.

If you have any questions or concerns, please call 760-555-1234. Thank you. Your support and communication are greatly appreciated.

Estimados padres/tutores,

Este reporte es para comunicarle del progreso que han obtenido su hijo/a en el mes de Noviembre. Seria mucha ayuda si usted sigue apoyando a su hijo/a a completar sus tareas y tambien participar en la gran experiencia que es el aprender.

Por favor comunicarse con a 760-555-1234 6428 si usted tiene cualquier pregunta. Gracias. Su apoyo y opinion es agradecido.

Regards/Sinceramente,

Marcia Wilson
Program Coordinator
Tutors R Us

SIERRA SANDS UNIFIED SCHOOL INVOICING INSTRUCTIONS

All approved SES Providers who contract with Sierra Sands Unified School District for the 2013-14 school year must adhere to the following procedures for submitting monthly billing:

1. All billable tutoring hours must be entered into the Cayen system by month in which services were rendered. The DISTRICT will accept only one invoice per month per CONTRACTOR.
2. CONTRACTOR shall utilize the Cayen system to generate a monthly invoice.
3. CONTRACTOR shall submit Cayen Invoice and supporting documentation to the DISTRICT for all District students who received SES tutoring services within each calendar month.
4. CONTRACTOR shall submit all supporting documentation to the DISTRICT in alphabetical order by student last name to mirror the invoice: including but not limited to approved Cayen Student Learning Plans ("SLP"), Original Cayen Activity Rosters and Progress Reports.

SUPPORTING DOCUMENTATION

1. CONTRACTOR shall submit with first Cayen Invoice and subsequent invoices as necessary, the signed DISTRICT approved Cayen Student Learning Plan **Exhibit "C"**. The Cayen SLP shall be generated in Cayen and reviewed and approved by DISTRICT in Cayen PRIOR to the Tutoring Start Date.
2. CONTRACTOR shall submit an original Cayen Activity Roster showing the student's attendance **Exhibit "I"**. Each student's original Cayen Activity Roster must be signed by the Parent or Student and by the Student's tutor. Initials are not acceptable. Tutor must sign and date after the last tutoring session of that month. **The location of the tutoring must be included;** parent(s) and/or Student (not tutor) must record and verify attendance by writing the daily start and end times and signing by each day's time. CONTRACTOR shall verify the accuracy of each original Cayen Activity Roster.
3. CONTRACTOR shall send with the first district billing, one (1) copy of the Individualized Cover Letter to Parents **Exhibit "G"**, in English and Spanish, for district records.
4. CONTRACTOR shall, on a monthly basis, send two (2) copies to the DISTRICT and one copy to the Student's parent(s) of the Cayen Progress Report **Exhibit "F"**.
5. If applicable, CONTRACTOR shall, on a monthly basis, send an updated CDOJ/FBI/TB Clearance and Training Affidavit **Exhibit "D"**, to keep the DISTRICT updated on new employees working with or having contact with DISTRICT students.
6. If applicable, CONTRACTOR shall, on a monthly basis, send an updated Cayen Competency Verification Form **Exhibit "E"** to the DISTRICT, to keep the DISTRICT updated on any new staff member or changes in assignments relating to Cayen duties.

If requested by DISTRICT or a Student's Parent(s), CONTRACTOR shall provide all reports in the native language of the Student and the Student's Parent(s), CONTRACTOR shall submit each Cayen Invoice and supporting documentation to the office of **SSUSD Special Projects Office, Attn: Shirley Kennedy**, by the twelfth (12th) day of each month for the preceding month's tutoring sessions. **Reminder: All hours posted must be for the calendar month in which they occurred. We will not accept late billing for tutoring hours or Student**

Learning Plans not posted to the correct month in which services were rendered. We will only accept one (1) Cayen Invoice per month.

DISTRICT shall review each Cayen Invoice and supporting documentation for accuracy and 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 with written notice of any dispute. The notice shall be effective as of the date of mailing by DISTRICT to CONTRACTOR or Contractor Representative.

If District notifies CONTRACTOR in writing that it intends to withhold payment, CONTRACTOR shall have fifteen (15) days from the date of 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.

<p style="text-align: center;">(S.E.S) BILLING DEADLINES 2013-14</p>
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MONTH SERVICES RENDERED	CAYEN INVOICE AND SUPPORTING DOCUMENTS DUE BY 4:00 P.M. ON THE FOLLOWING DATES
October 2013	Tuesday, November 12, 2013
November 2013	Thursday, December 12, 2013
December 2013	Monday, January 13, 2014
January 2014	Wednesday, February 12, 2014
February 2014	Wednesday, March 12, 2014
March 2014	Monday, April 14, 2014
April 2014	Monday, May 12, 2014

These are the invoice deadlines set forth by the Sierra Sands Unified School District for 2013-2014. Contractor shall adhere to these deadlines to help us to expedite payment for services rendered by your company.

When submitting your SES Provider Monthly Billing Checklist, Cayen Invoice and supporting documentation, be sure to follow the invoicing instructions approved in the Independent Contractor Agreement for SES 2013-14, **Exhibit "H"**.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

SES PROVIDER MONTHLY BILLING
CHECKLIST

FOR: **OCTOBER 2013**

INVOICE AND ALL SUPPORTING DOCUMENTS DUE TO DISTRICT BY:
Tuesday, November 12, 2013

- _____ I have enclosed the **Cayen Invoice** for October 2013. I have included billable SES tutoring hour(s). I have checked the Cayen Invoice against the Cayen Activity Rosters for accuracy.
- _____ I have enclosed the signed District approved **Cayen Student Learning Plans (Exhibit C)** for each student pre-tested during the month of October 2013. *(Please ensure that the Cayen Student Learning Plans have both the parent and SES Provider Representative signatures).*
- _____ I have enclosed the **Original Cayen Activity Rosters (Exhibit I)** for each student that is included in the October 2013 Cayen Invoice. Each Cayen Activity Roster has parent and/or student signatures for each timed tutoring session, the signature of the SES Tutor and location of services.
- _____ I have enclosed two (2) copies of the **Cayen Progress Report (Exhibit F)** for each student receiving tutoring services in October 2013.
- _____ If this is the first 2013-2014 provider invoice, I have enclosed one sample copy of the **Individualized Cover Letter to Parents (Exhibit G)** for the district file.
- _____ I have enclosed a copy of the **Cayen Student Learning Plans (Exhibit C)** with **pre- and post-assessment** results for any students who have **completed SES Tutoring** in October 2013.

If there has been additional staff requiring Department of Justice clearance, an updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit (Exhibit D) is required:

_____ No additional staff to report for the month of October 2013.

-OR-

_____ Updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit **(Exhibit D)** for the month of October 2013 is enclosed.

If there has been a change in previous Contractor business and/or instructional competency designee(s), an updated Cayen Competency Verification Form (Exhibit E) is required:

_____ No change to designee(s) for the month of October 2013.

-OR-

_____ Updated Cayen Competency Verification Form **(Exhibit E)** enclosed for the month of October 2013.

SES Provider Name

SES Provider Representative Signature

Forward billing to: Shirley Kennedy
Sierra Sands Unified School District
Special Projects
113 Felspar
Ridgecrest, CA 93555

SIERRA SANDS UNIFIED SCHOOL DISTRICT

SES PROVIDER MONTHLY BILLING

CHECKLIST

FOR: NOVEMBER 2013

INVOICE AND ALL SUPPORTING DOCUMENTS DUE TO DISTRICT BY:

THURSDAY, DECEMBER 12, 2013

- _____ I have enclosed the Cayen Invoice for November 2013. I have included billable SES tutoring hour(s). I have checked the Cayen Invoice against the Cayen Activity Rosters for accuracy.
- _____ I have enclosed the signed District approved Cayen Student Learning Plans (Exhibit C) for each student pre-tested during the month of November 2013. *(Please ensure that the Cayen Student Learning Plans have both the parent and SES Provider Representative signatures).*
- _____ I have enclosed the Original Cayen Activity Rosters (Exhibit I) for each student that is included in the November 2013 Cayen Invoice. Each Cayen Activity Roster has parent and/or student signatures for each timed tutoring session, the signature of the SES Tutor and location of services.
- _____ I have enclosed two (2) copies of the Cayen Progress Report (Exhibit F) for each student receiving tutoring services in November 2013.
- _____ If this is the first 2013-2014 provider invoice, I have enclosed one sample copy of the Individualized Cover Letter to Parents (Exhibit G) for the district file.
- _____ I have enclosed a copy of the Cayen Student Learning Plans (Exhibit C) with *pre- and post-assessment* results for any students who have *completed SES Tutoring* in November 2013.

If there has been additional staff requiring Department of Justice clearance, an updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit (Exhibit D) is required:

- _____ No additional staff to report for the month of November 2013.
- OR -
- _____ Updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit (Exhibit D) for the month of November 2013 is enclosed.

If there has been a change in previous Contractor business and/or instructional competency designee(s), an updated Cayen Competency Verification Form (Exhibit E) is required:

- _____ No change to designee(s) for the month of November 2013.
- OR-
- _____ Updated Cayen Competency Verification Form (Exhibit E) enclosed for the month of November 2013.

SES Provider Name

SES Provider Representative Signature

Forward billing to: Shirley Kennedy
Sierra Sands Unified School District
Special Programs
113 Felspar
Ridgecrest, CA 93555

SIERRA SANDS UNIFIED SCHOOL DISTRICT

SES PROVIDER MONTHLY BILLING
CHECKLIST

FOR: DECEMBER 2013

INVOICE AND ALL SUPPORTING DOCUMENTS DUE TO DISTRICT BY:
MONDAY, JANUARY 13, 2014

- _____ I have enclosed the **Cayen Invoice** for December 2013. I have included billable SES tutoring hour(s). I have checked the Cayen Invoice against the Cayen Activity Rosters for accuracy.
- _____ I have enclosed the signed District approved **Cayen Student Learning Plans (Exhibit C)** for each student pre-tested during the month of December 2013. *(Please ensure that the Cayen Student Learning Plans have both the parent and SES Provider Representative signatures).*
- _____ I have enclosed the **Original Cayen Activity Rosters (Exhibit I)** for each student that is included in the December 2013 Cayen Invoice. Each Cayen Activity Roster has parent and/or student signatures for each timed tutoring session, the signature of the SES Tutor and location of services.
- _____ I have enclosed two (2) copies of the **Cayen Progress Report (Exhibit F)** for each student receiving tutoring services in December 2013.
- _____ If this is the first 2013-2014 provider invoice, I have enclosed one sample copy of the **Individualized Cover Letter to Parents (Exhibit G)** for the district file.
- _____ I have enclosed a copy of the **Cayen Student Learning Plans (Exhibit C)** with **pre- and post-assessment** results for any students who have **completed SES Tutoring** in December 2013.

If there has been additional staff requiring Department of Justice clearance, an updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit (Exhibit D) is required:

- _____ No additional staff to report for the month of December 2013.
- OR -
- _____ Updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit (**Exhibit D**) for the month of December 2013 is enclosed.

If there has been a change in previous Contractor business and/or instructional competency designee(s), an updated Cayen Competency Verification Form (Exhibit E) is required:

- _____ No change to designee(s) for the month of December 2013.
- OR-
- _____ Updated Cayen Competency Verification Form (**Exhibit E**) enclosed for the month of December 2013.

SES Provider Name

SES Provider Representative Signature

Forward billing to: Shirley Kennedy
Sierra Sands Unified School District
Special Programs
113 Felspar
Ridgecrest, CA 93555

SIERRA SANDS UNIFIED SCHOOL DISTRICT

SES PROVIDER MONTHLY BILLING
CHECKLIST

FOR: JANUARY 2014

INVOICE AND ALL SUPPORTING DOCUMENTS DUE TO DISTRICT BY:
WEDNESDAY, FEBRUARY 12, 2014

- _____ I have enclosed the **Cayen Invoice** for January 2014. I have included billable SES tutoring hour(s). I have checked the Cayen Invoice against the Cayen Activity Rosters for accuracy.
- _____ I have enclosed the signed District approved **Cayen Student Learning Plans (Exhibit C)** for each student pre-tested during the month of January 2014. *(Please ensure that the Cayen Student Learning Plans have both the parent and SES Provider Representative signatures).*
- _____ I have enclosed the **Original Cayen Activity Rosters (Exhibit I)** for each student that is included in the January 2014 Cayen Invoice. Each Cayen Activity Roster has parent and/or student signatures for each timed tutoring session, the signature of the SES Tutor and location of services.
- _____ I have enclosed two (2) copies of the **Cayen Progress Report (Exhibit F)** for each student receiving tutoring services in January 2014.
- _____ If this is the first 2013-2014 provider invoice, I have enclosed one sample copy of the **Individualized Cover Letter to Parents (Exhibit G)** for the district file.
- _____ I have enclosed a copy of the **Cayen Student Learning Plans (Exhibit C)** with **pre- and post-assessment** results for any students who have **completed SES Tutoring** in January 2014.

If there has been additional staff requiring Department of Justice clearance, an updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit (**Exhibit D**) is required:

- _____ No additional staff to report for the month of January 2014.
- OR -
- _____ Updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit (**Exhibit D**) for the month of January 2014 is enclosed.

If there has been a change in previous Contractor business and/or instructional competency designee(s), an updated Cayen Competency Verification Form (**Exhibit E**) is required:

- _____ No change to designee(s) for the month of January 2014.
- OR-
- _____ Updated Cayen Competency Verification Form (**Exhibit E**) enclosed for the month of January 2014.

SES Provider Name

SES Provider Representative Signature

Forward billing to: Shirley Kennedy
Sierra Sands Unified School District
Special Programs
113 Felspar
Ridgecrest, CA 93555

SIERRA SANDS UNIFIED SCHOOL DISTRICT

SES PROVIDER MONTHLY BILLING
CHECKLIST

FOR: FEBRUARY 2014

INVOICE AND ALL SUPPORTING DOCUMENTS DUE TO DISTRICT BY:
WEDNESDAY, MARCH 12, 2014

- _____ I have enclosed the **Cayen Invoice** for February 2014. I have included billable SES tutoring hour(s). I have checked the Cayen Invoice against the Cayen Activity Rosters for accuracy.
- _____ I have enclosed the signed District approved **Cayen Student Learning Plans (Exhibit C)** for each student pre-tested during the month of February 2014. *(Please ensure that the Cayen Student Learning Plans have both the parent and SES Provider Representative signatures).*
- _____ I have enclosed the **Original Cayen Activity Rosters (Exhibit I)** for each student that is included in the February 2014 Cayen Invoice. Each Cayen Activity Roster has parent and/or student signatures for each timed tutoring session, the signature of the SES Tutor and location of services.
- _____ I have enclosed two (2) copies of the **Cayen Progress Report (Exhibit F)** for each student receiving tutoring services in February 2014.
- _____ If this is the first 2013-2014 provider invoice, I have enclosed one sample copy of the **Individualized Cover Letter to Parents (Exhibit G)** for the district file.
- _____ I have enclosed a copy of the **Cayen Student Learning Plans (Exhibit C)** with **pre- and post-assessment** results for any students who have **completed SES Tutoring** in February 2014.

If there has been additional staff requiring Department of Justice clearance, an updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit (Exhibit D) is required:

- _____ No additional staff to report for the month of February 2014.
- OR -
- _____ Updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit **(Exhibit D)** for the month of February 2014 is enclosed.

If there has been a change in previous Contractor business and/or instructional competency designee(s), an updated Cayen Competency Verification Form (Exhibit E) is required:

- _____ No change to designee(s) for the month of February 2014.
- OR-
- _____ Updated Cayen Competency Verification Form **(Exhibit E)** enclosed for the month of February 2014.

SES Provider Name

SES Provider Representative Signature

Forward billing to: Shirley Kennedy
Sierra Sands Unified School District
Special Programs
113 Felspar
Ridgecrest, CA 93555

SIERRA SANDS UNIFIED SCHOOL DISTRICT

SES PROVIDER MONTHLY BILLING
CHECKLIST

FOR: MARCH 2014

INVOICE AND ALL SUPPORTING DOCUMENTS DUE TO DISTRICT BY:
MONDAY, APRIL 14, 2014

- _____ I have enclosed the **Cayen Invoice** for March 2014. I have included billable SES tutoring hour(s). I have checked the Cayen Invoice against the Cayen Activity Rosters for accuracy.
- _____ I have enclosed the signed District approved **Cayen Student Learning Plans (Exhibit C)** for each student pre-tested during the month of March 2014. *(Please ensure that the Cayen Student Learning Plans have both the parent and SES Provider Representative signatures).*
- _____ I have enclosed the **Original Cayen Activity Rosters (Exhibit I)** for each student that is included in the March 2014 Cayen Invoice. Each Cayen Activity Roster has parent and/or student signatures for each timed tutoring session, the signature of the SES Tutor and location of services.
- _____ I have enclosed two (2) copies of the **Cayen Progress Report (Exhibit F)** for each student receiving tutoring services in March 2014.
- _____ If this is the first 2013-2014 provider invoice, I have enclosed one sample copy of the **Individualized Cover Letter to Parents (Exhibit G)** for the district file.
- _____ I have enclosed a copy of the **Cayen Student Learning Plans (Exhibit C)** with *pre- and post-assessment* results for any students who have **completed SES Tutoring** in March.

If there has been additional staff requiring Department of Justice clearance, an updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit (Exhibit D) is required:

- _____ No additional staff to report for the month of March 2014.
- OR -
- _____ Updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit (**Exhibit D**) for the month of March 2014 is enclosed.

If there has been a change in previous Contractor business and/or instructional competency designee(s), an updated Cayen Competency Verification Form (Exhibit E) is required:

- _____ No change to designee(s) for the month of March 2014.
- OR-
- _____ Updated Cayen Competency Verification Form (**Exhibit E**) enclosed for the month of March 2014.

SES Provider Name

SES Provider Representative Signature

Forward billing to: Shirley Kennedy
Sierra Sands Unified School District
Special Programs
113 Felspar
Ridgecrest, CA 93555

SIERRA SANDS UNIFIED SCHOOL DISTRICT

SES PROVIDER MONTHLY BILLING
CHECKLIST

FOR: APRIL 2014

INVOICE AND ALL SUPPORTING DOCUMENTS DUE TO DISTRICT BY:
MONDAY, MAY 12, 2014

- _____ I have enclosed the **Cayen Invoice** for April 2014. I have included billable SES tutoring hour(s). I have checked the Cayen Invoice against the Cayen Activity Rosters for accuracy.
- _____ I have enclosed the signed District approved **Cayen Student Learning Plans (Exhibit C)** for each student pre-tested during the month of April 2014. *(Please ensure that the Cayen Student Learning Plans have both the parent and SES Provider Representative signatures).*
- _____ I have enclosed the **Original Cayen Activity Rosters (Exhibit I)** for each student that is included in the April 2014 Cayen Invoice. Each Cayen Activity Roster has parent and/or student signatures for each timed tutoring session, the signature of the SES Tutor and location of services.
- _____ I have enclosed two (2) copies of the **Cayen Progress Report (Exhibit F)** for each student receiving tutoring services in April 2014.
- _____ If this is the first 2013-2014 provider invoice, I have enclosed one sample copy of the **Individualized Cover Letter to Parents (Exhibit G)** for the district file.
- _____ I have enclosed a copy of the **Cayen Student Learning Plans (Exhibit C)** with **pre- and post-assessment** results for any students who have **completed SES Tutoring** in April 2014.

If there has been additional staff requiring Department of Justice clearance, an updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit (Exhibit D) is required:

- _____ No additional staff to report for the month of April 2014.
- OR -
- _____ Updated CDOJ/FBI/TB Clearance and Personnel Training Affidavit **(Exhibit D)** for the month of April 2014 is enclosed.

If there has been a change in previous Contractor business and/or instructional competency designee(s), an updated Cayen Competency Verification Form (Exhibit E) is required:

- _____ No change to designee(s) for the month of April 2014.
- OR-
- _____ Updated Cayen Competency Verification Form **(Exhibit E)** enclosed for the month of April 2014.

SES Provider Name

SES Provider Representative Signature

Forward billing to: Shirley Kennedy
Sierra Sands Unified School District
Special Programs
113 Felspar
Ridgecrest, CA 93555

CAYEN ACTIVITY ROSTER (Sample)

Activity Roster For: Smith, John
 Student ID: 000123
 School: Richmond Elementary
 Grade: K
 Activity: SES
 Session: 6-2: In Home: Math
 Session Leaders:

Can Do Learning
 Month of: December 2013
 Printed: 12/30/2013

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						<div style="border: 1px solid black; padding: 5px;"> 1 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>
<div style="border: 1px solid black; padding: 5px;"> 2 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 3 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 4 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 5 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 6 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 7 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 8 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>
<div style="border: 1px solid black; padding: 5px;"> 9 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 10 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 11 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 12 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 13 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 14 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 15 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>
<div style="border: 1px solid black; padding: 5px;"> 16 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 17 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 18 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 19 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 20 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 21 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 22 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>
<div style="border: 1px solid black; padding: 5px;"> 23 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 24 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 25 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 26 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 27 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 28 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 29 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>
<div style="border: 1px solid black; padding: 5px;"> 30 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> 31 <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>	<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> Time In Time Out </div> <div style="border-top: 1px solid black; padding-top: 5px;">Parent Sign</div> </div>				

I certify that the attendance reported on this form is complete and accurate.

Tutor/Teacher (Print)

Tutor/Teacher (Signature)

Date

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy 0410 Nondiscrimination in District Programs and Activities

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Board Association (CSBA) policy service. All proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations.

CURRENT CONSIDERATIONS:

Board Policy 0410 Nondiscrimination In District Programs And Activities was last updated in June of 2004. This policy has been updated and revised to reflect legal requirements and recent changes in new laws (AB 887 and SB 559). This update includes expanding the requirements for prohibiting discrimination based on gender, gender identity or expression, or genetic information. In addition, policy reflects federal regulations which require newly constructed district facilities to comply with the 2010 Americans with Disabilities Act Standards for Accessible Designs and the new policy outlines procedures for permission of service animals to be on district property in order for the individual with a disability to be able to access or participate in a district program or activity. Procedures are clearly outlined and identified according to recommendations by CSBA.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Board Policy 0410 Nondiscrimination In District Programs And Activities as presented.

Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination In District Programs And Activities

The Governing Board is committed to equal opportunity for all individuals in education. District programs and activities shall be free from discrimination based on ~~gender~~, sex, race, color, religion, ancestry, national origin, ethnic group identification, marital or parental status, physical or mental disability, sexual orientation, ***gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics***; or association with a person or group with one ***or more of these actual or perceived*** ~~the perception of one or more of such characteristics~~. The Board shall promote programs which ensure that discriminatory practices are eliminated in all district activities.

- (cf. 4030 - Nondiscrimination in Employment)
- (cf. 4032 - Reasonable Accommodation)
- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
- (cf. 5131.2 - Bullying)***
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)
- (cf. 5146 - Married/Pregnant/Parenting Students)
- (cf. 6145.2 - Athletic Competition)
- (cf. 6164.4 - Identification of Individuals for Special Education)
- (cf. 6164.6 - Identification and Education under Section 504)
- (cf. 6178 - ~~Vocational~~ ***Career Technical*** Education)
- (cf. 6200 - Adult Education)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, application form, or other recruitment materials distributed to these groups.

- (cf. 1312.3 - Uniform Complaint Procedures)***
- (cf. 4031 - Complaints Concerning Discrimination in Employment)***
- (cf. 4112.9/4212.9/4312.9 - Employee Notifications)***
- (cf. 5145.6 - Parental Notifications)***

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand and, when required by law, in a language other than English.

Access for Individuals with Disabilities

Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination In District Programs And Activities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act *and any implementing standards and/or regulations.*

(cf. 6163.2 - Animals At School)

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.

(cf. 6020 - Parent Involvement)

~~(cf. 5124 - Communication with Parents/Guardians)~~

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program or meeting.

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

~~The Superintendent or designee shall notify students, parents/guardians, employees, employee organizations and applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination. Such notification shall be included in each announcement, bulletin, catalog, application form or other recruitment materials distributed to these groups. (34 CFR 104.8, 106.9)~~

~~The Superintendent or designee shall also provide information about related complaint procedures.~~

~~(cf. 1312.3 - Uniform Complaint Procedures)~~

~~(cf. 4031 - Complaints Concerning Discrimination in Employment)~~

~~In compliance with law, the district's nondiscrimination policy shall be published in the individual's primary language to the extent practicable.~~

~~(cf. 5145.6 - Parental Notifications)~~

Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination In District Programs And Activities

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination In District Programs And Activities

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, January, 1999

Protecting Students from Harassment and Hate Crime, January, 1999

Nondiscrimination in Employment Practices in Education, August, 1991

WEB SITES

CDE: <http://www.cde.ca.gov>

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

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

Safe Schools Coalition: <http://www.casafeschoolscoalition.org>

Pacific Disability and Business Technical Assistance Center: <http://www.pacdbtac.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

Policy

adopted: ~~June 17, 2004~~ **September 19, 2013**

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.2 Approval of Revisions to Board Policy 5145.3 Nondiscrimination/Harassment

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Board Association (CSBA) policy service. All proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations.

CURRENT CONSIDERATIONS:

Board Policy 5145.3 Nondiscrimination/Harassment was last updated in June of 2004. This policy has been updated and revised to reflect legal requirements and recent changes in the laws. This update includes the requirements for a New Law (AB 9) which requires procedures to be in place for prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics including gender identity and gender expression. Policy also adds language prohibiting retaliation against students who file a complaint or report and requiring related training of students, parents/guardians, and employees. Procedures are clearly outlined and identified according to recommendations by CSBA.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Board Policy 5145.3 Nondiscrimination/Harassment as presented.

Students

Nondiscrimination/Harassment

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation, and bullying of any student based on the student's actual race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

~~District programs and activities shall be free from discrimination, including harassment, with respect to the actual or perceived ethnic group, religion, actual or perceived gender, color, race, ancestry, national origin, and physical and mental disability, age or sexual orientation.~~

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education under Section 504)

Prohibited discrimination, harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.

The Superintendent or designee shall provide age-appropriate training and information to students, parents/guardians, and employees regarding discrimination, harassment, intimidation, and bullying, including, but not limited to, the district's nondiscrimination policy, what constitutes prohibited behavior, how to report incidents, and to whom such reports should be made.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

Students

Nondiscrimination/Harassment

(cf. 4331 - Staff Development)

~~The Governing Board shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures, and other activities. Eligibility for choral and cheerleading groups shall be determined solely on the basis of objective competencies. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision. The district shall provide male and female students with separate shower rooms. The District may provide separate rooms for sexual health and HIV/AIDS prevention classes in order to protect student modesty. In physical education, when objective standards have an adverse effect on students because of their gender, race, ethnic group or disability, other standards shall be used to measure achievement and create comparable educational opportunities.~~

~~(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)~~

~~(cf. 6145 - Extracurricular and Cocurricular Activities)~~

~~(cf. 6145.2 - Athletic Competition)~~

~~(cf. 6164.2 - Guidance/Counseling Services)~~

In providing instruction, guidance, supervision, or other services to district students, employees and volunteers shall carefully guard against segregating or stereotyping students.

(cf. 1240 - Volunteer Assistance)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.2 - Guidance/Counseling Services)

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

~~The Board prohibits intimidation or harassment of any student by any employee, student or other person in the district. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities or privileges.~~

~~(cf. 5145.2 - Freedom of Speech/Expression)~~

~~(cf. 5145.7 - Sexual Harassment)~~

Students who engage in discrimination, harassment, intimidation, bullying, or retaliation in

Students

Nondiscrimination/Harassment

violation of law, Board policy, or administrative regulation shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. Any employee who permits or engages in prohibited discrimination, harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

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

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

(cf. 5145.2 - Freedom of Speech/Expression)

~~Students who harass other students shall be subject to appropriate discipline, up to and including counseling, suspension and/or expulsion. An employee who permits or engages in harassment may be subject to disciplinary action, up to and including dismissal.~~

~~(cf. 4118 - Suspension/Disciplinary Action)~~

~~(cf. 4218 - Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 5131 - Conduct)~~

~~(cf. 5144 - Discipline)~~

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

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

Grievance Procedures

The Board hereby designates the following position as Coordinator for Nondiscrimination to handle complaints regarding discrimination and inquiries regarding the district's nondiscrimination policies:

Assistant Superintendent of Human Resources
113 W. Felspar Avenue
Ridgecrest, CA 93555
760-375-4852

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

Any student who feels that he/she ~~is being harassed~~ **has been subjected to discrimination, harassment, intimidation, or bullying** should immediately contact the Coordinator for Nondiscrimination, the principal or any other staff member. ***In addition, Any student who***

Students

Nondiscrimination/Harassment

observes an incident of harassment should report the ~~harassment~~ **incident** to a school employee, **coordinator or principal**, whether or not the victim files a complaint.

~~Any school E~~employees who **observes an incident**, ~~become aware of an act of~~ **of discrimination** harassment, **intimidation, or bullying or to whom such an incident** is reported shall immediately report the incident to the Coordinator for Nondiscrimination **or principal, whether or not the victim files a complaint.**

In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Upon receiving a complaint of discrimination ~~or~~, harassment, **intimidation, or bullying** the Coordinator shall immediately investigate the complaint in accordance with ~~site level grievance~~ **the district's uniform complaint** procedures specified in AR 5145.7—~~Sexual Harassment 1312.3~~ **- Uniform Complaint Procedures.** ~~Where the Coordinator finds that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim.~~

~~The Coordinator shall also advise the victim of any other remedies that may be available. The Coordinator shall file a report with the Superintendent or designee and refer the matter to law enforcement where required.~~

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's policy shall also be posted on the district web site or any other location that is easily accessible to students.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 6163.4 - Student Use of Technology)

When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex, especially:

~~221.5 Prohibited sex discrimination~~

~~221.7 School sponsored athletic programs; prohibited sex discrimination~~

48900.3 Suspension or expulsion for act of hate violence

Students

Nondiscrimination/Harassment

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

48985 Translation of notices

49020-49023 Athletic programs

~~51006-51007 Equitable access to technological education programs~~

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

~~422.6 Interference with constitutional right or privilege~~

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

~~4621 District policies and procedures~~

~~4622 Notice requirements~~

4600-4687 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs ~~receiving state financial assistance~~

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI & VII Civil Rights Act of 1964 as amended

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010

Students

Nondiscrimination/Harassment

FIRST AMENDMENT CENTER PUBLICATIONS

Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January, 1999

~~Racial Incidents and Harassment Against Students at Educational Institutions; Investigative Guidance, 59 FR 47, March, 1994~~

WEB SITES

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

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>

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

Policy

adopted: ~~June 17, 2004~~ ***September 19, 2013***

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Ridgecrest, California

7. POLICY DEVELOPMENT AND REVIEW

7.3 Approval of Revisions to Board Policy/Administrative Regulation 6145 Extracurricular And Cocurricular Activities

BACKGROUND INFORMATION: The Assistant Superintendent of Human Resources has reviewed selected board policies and administrative regulations as a result of recommendations for revisions from the California School Board Association (CSBA) policy service. All proposed policy and administrative regulation revisions reflect recent changes in applicable state and/or federal laws and regulations.

CURRENT CONSIDERATIONS:

Board Policy and Administrative Regulation 6145 Extracurricular And Cocurricular Activities was last updated in August 1994. This policy has been updated and revised according to recommendations by CSBA. This update includes defining cocurricular and extracurricular activities and outlines the requirements for participation. It also identifies student conduct expectations when participating in these activities. Procedures are clearly outlined and identified according to recommendations by CSBA.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve revisions to Board Policy 6145 Extracurricular and Cocurricular Activities as presented. Administrative regulations are included for informational purposes but do not require board approval.

Instruction

Extracurricular And Cocurricular Activities

The Governing Board recognizes that extracurricular and cocurricular activities enrich the educational and social development ~~and experiences~~ of students *and enhance students' feelings of connectedness with the schools.* The district shall encourage and support student participation in *extracurricular and* ~~cocurricular~~ activities without compromising the integrity and purpose of the educational program.

(cf. 1330 - Use of School Facilities)

(cf. 5137 - Positive School Climate)

(cf. 6145.2 - Athletic Competition)

(cf. 5148.2 - Before/After School Programs)

No extracurricular or cocurricular program or activity shall be provided or conducted separately on the basis of any actual or perceived characteristic listed as a prohibited category of discrimination in state or federal law, nor shall any student's participation in an extracurricular or cocurricular activity be required or refused on those bases. Prerequisites for student participation in extracurricular and cocurricular activities shall be limited to those that have been demonstrated to be essential to the success of the activity. (5 CCR 4925)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 6145.5 - Student Organizations and Equal Access)

Any complaint alleging unlawful discrimination in the district's extracurricular or cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

~~No student shall be prohibited from participating in extra/cocurricular activities related to the educational program because of inability to pay fees associated with the activity.~~

Unless specifically authorized by law, no fee shall be charged to students for participation in extracurricular and cocurricular activities related to the educational program, including materials or equipment related to the activity.

(cf. 3260 - Fees and Charges)

(cf. 3452 - Student Activity Funds)

Instruction

Extracurricular And Cocurricular Activities

The Superintendent or designee shall ensure that disabled students have access, to the extent possible, to extracurricular and cocurricular activities, student organizations and school-related social events, regardless of the severity or nature of their disabilities.

(cf. 0410 - Nondiscrimination in District Programs & Activities)

Extra/cocurricular activities shall be supervised by district employees whenever they are conducted under the name of the district.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

Eligibility Requirements

In adopting eligibility requirements as mandated by law, the Board desires to raise educational achievement, not to limit participation.

In order to participate in extra/cocurricular activities, students in grades 7 through 12 must demonstrate satisfactory educational progress in ***the previous grading period, including, but not limited to: (Education Code 35160.5)*** ~~meeting the requirements for graduation.~~

~~(cf. 6146.1 - Secondary Graduation Requirements/Standards of Proficiency)~~

1. To encourage and support academic excellence, the Board requires students in grades 7 through 12 to earn a minimum 2.0 or "C" grade point average on a 4.0 scale in order to participate in extra/cocurricular activities.
2. Students with any "F" grades must also maintain minimum progress towards graduation in order to meet eligibility requirements.

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

The Superintendent or designee may exempt from eligibility requirements extra/cocurricular activities or programs which are offered primarily for the student's academic or educational achievement.

Instruction

Extracurricular And Cocurricular Activities

The Superintendent or designee may grant ineligible students a probation period of not more than one semester. *Students granted probationary eligibility must meet the required standards by the end of the probationary period in order to remain eligible for participation. (Education Code 35160.5)*

The Board desires to balance the academic needs of students with the benefits they receive from participating in school activities. In implementing this policy, the Superintendent or designee shall help ineligible students regain eligibility.

(cf. 6164.5 - Student Study Teams)

Any decision regarding the eligibility of any child in foster care or a child of an active duty military family for extracurricular or cocurricular activities shall be made by the Superintendent or designee in accordance with Education Code 48850 and 49701.

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

The Superintendent or designee may revoke a student's eligibility for participation in *extracurricular and* ~~/cocurricular~~ activities when a student's poor citizenship is serious enough to warrant loss of this privilege.

(cf. 5144 - Discipline)

Student Conduct at Extracurricular/Cocurricular Events

When attending or participating in extracurricular and cocurricular activities on or off campus, district students are subject to district policies and regulations relating to student conduct. Students who violate district policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. When appropriate, the Superintendent or designee shall notify local law enforcement.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5144 - Discipline)

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

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

Instruction

Extracurricular And Cocurricular Activities

Annual Policy Review

The Board shall annually review this policy and implementing regulations.

(cf. 6145.2 - Interscholastic Competition)

(cf. 6164.4 - Identification of Individuals with Exceptional Needs)

Legal Reference:

EDUCATION CODE

35145 Public meetings

35160.5 District policy rules and regulations; requirements; matters subject to regulation

35179 Interscholastic athletics; associations or consortia

35181 Students' responsibilities

48850 Participation of foster youth in extracurricular activities and interscholastic sports

48930-48938 Student organizations

49024 Activity Supervisor Clearance Certificate

49700-49704 Education of children of military families

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

5531 Supervision of extracurricular activities of pupils

UNITED STATES CODE, TITLE 42

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

COURT DECISIONS

Hartzell v. Connell, ~~84 Daily Journal D.A.R. 1417 (April 20, 1984)~~ ***35 Cal. 3d 899***

Management Resources:

CSBA PUBLICATIONS

Student Fees Litigation Update, ELA Advisory, May 20, 2011

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits, or Other Charges, Fiscal Management Advisory 11-01, November 9, 2011

CALIFORNIA TASK FORCE REPORT TO THE LEGISLATURE

Compact on Educational Opportunity for Military Children: Preliminary Final Report, March 2009

COMMISSION ON TEACHER CREDENTIALING CODED CORRESPONDENCE

Instruction

Extracurricular And Cocurricular Activities

10-11 Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), July 20, 2010

WEB SITES

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

California Association of Directors of Activities: <http://www.cadal.org>

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

~~LEGAL ADVISORY~~

~~1001.90 Access to School Related Activities and Events by Disabled Students, LO: 3-90~~

~~0409.87 Requirements for Pupil Participation in Extracurricular and Cocurricular Activities, AB-2613, CIL: 86/87-11~~

Policy

SIERRA SANDS UNIFIED SCHOOL DISTRICT

adopted: ~~August 18, 1994~~ **September 19, 2013**

Ridgecrest, California

Instruction

Extracurricular And Cocurricular Activities

Definitions

For purposes of applying eligibility criteria for student participation, extracurricular and cocurricular activities shall be defined as follows: (Education Code 35160.5)

1. Extracurricular activities are not part of the regular school curriculum, are not graded, do not offer credit, do not take place during classroom time, and those programs that have all of the following characteristics: (Education Code 35160.5)

- ~~1.~~ ***a.*** The program is supervised or financed by the school district.
- ~~2.~~ ***b.*** Students participating in the program represent the school district.
- ~~3.~~ ***c.*** Students exercise some degree of freedom in either the selection, planning or control of the program.
- ~~4.~~ ***d.*** The program includes both preparation for performance and performance before an audience or spectators.

~~Extracurricular activities are not part of the regular school curriculum, are not graded, do not offer credit and do not take place during classroom time. (Education Code 35160.5)~~

2. Cocurricular activities are programs that may be associated with the curriculum in a regular classroom. (Education Code 35160.5)

An activity is not an extracurricular or cocurricular activity if either of the following conditions applies: (Education Code 35160.5)

1. Any teacher-graded or required program or activity for a course which satisfies the entrance requirements for admission to the California State University or the University of California. is not an extracurricular or cocurricular activity for purposes of this policy. (Education Code 35160.5)

(cf. 6143 - Courses of Study)

2. It is a program that has as its primary goal the improvement of academic or educational achievement of students.

"Participation in Extracurricular Activity" means performance before an audience or spectators.

Instruction

Extracurricular And Cocurricular Activities

Participation in a cocurricular activity is taking part in competitions, displays, exhibitions, trips, holding office in a cocurricular organization, holding student body or class offices, or holding the office of student representative to the school Board.

"Satisfactory Educational Progress" means student achievement in grades 7-12 which meets the following criteria:

1. The student is currently enrolled in at least 20 semester periods of work for which credit may be earned.
2. At the end of the previous grading period, the student earned passing grades in at least 20 semester periods of work for which credit may be earned.
3. At the end of the previous grading period, the student earned at least a 2.0 overall grade point average on a 4.0 scale for all classes taken during that grading period.
4. Only one physical education class may be counted toward eligibility each grading period.

Students granted differential standards of proficiency may be granted differential standards for "satisfactory educational progress." Such differential standards must be developed and approved by the individualized program team and written into student's IEP.

Individual student organizations, through their constitutions and bylaws may establish additional or more stringent requirements for eligibility.

The grade point average used to determine eligibility shall be based on grades of the previous grading period during which the student attended class at least a majority of the time. (Education Code 35160.5)

Summer school credits shall be counted toward making up eligibility deficiencies incurred in the grading period immediately preceding. Summer school courses failed shall not impair eligibility achieved in the semester immediately preceding.

When students are simultaneously enrolled in college classes for which they receive credit toward high school graduation, their college grades shall be included in the computation of their grade point average.

Receiving an Incomplete shall have no effect on a student's academic eligibility as long as the resolution of the Incomplete would not lower his/her grade point average below 2.0. If the resolution of an Incomplete could lower the student's grade point average to below 2.0, the

Instruction

Extracurricular And Cocurricular Activities

student shall be considered ineligible until the Incomplete is removed and the grade point average determined.

Eligibility for any student in grades 7-12 who is participating in an extracurricular or cocurricular activity will be checked when beginning such an activity and at the end of each grading period. Only courses in grades 7-12 will be used to determine eligibility; so all students entering grade 7 who are enrolled in 20 semester periods for credit will be eligible for participation.

Probationary Period

Probation of one semester or less may be authorized by the Superintendent or designee.

Students granted probationary eligibility must meet the required standards by the end of the probationary period in order to remain eligible for participation.

Probation may be granted only to students who passed at least 20 semester periods in the previous semester and who are currently enrolled in at least 20 semester periods for credit.

The principal or designee shall provide written notice to both the student and parent/guardian when a student is ineligible or placed on probation. He/she shall also consult with the student's teachers and suggest a program of remediation to improve the student's academic progress.

During the period of probation, the student may participate in extracurricular and cocurricular activities. During this period school personnel, the student, and the family will work together, as appropriate, to help the student improve academically. If the student does not become fully eligible at the end of the probationary period, the student will not be eligible to participate in extracurricular or cocurricular activities for one grading period when eligibility is again checked. The student will not be allowed to participate again until after the end of grading period in which all requirements are met.

Responsibilities

1. The Superintendent will bring this policy to the Board annually for review.
2. The principal of each school which includes any grades 7-12 shall be responsible for the following:
 - a. To ensure that students and extracurricular and cocurricular advisors are informed of Board policy and understand its requirements.

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Extracurricular And Cocurricular Activities

- b. To ensure that Board policy is carried out within the school.
 - c. To develop a list of extracurricular and cocurricular activities conducted in that school and for which students in grades 7-12 are eligible. One copy will be forwarded to the Superintendent's office.
 - d. To develop eligibility of student athletes for teams representing that school.
3. Faculty advisors of extracurricular and cocurricular activities in grades 7-12 shall be responsible for the following:
- a. To determine eligibility in their activities for all participants in grades 7-12 (with the exception of athletic teams).
 - b. To ensure that only eligible students participate in the activities for which they are responsible (including athletic teams).
4. Student participants in extracurricular and cocurricular activities shall be responsible for the following:
- a. To understand the eligibility requirements.
 - b. To work for academic excellence as well as excellence in any extracurricular or cocurricular activity in which they may participate.

Supervision

All extracurricular activities conducted under the name or auspices of a district school or any class or organization of the school, regardless of where the activities are held, shall be under the direct supervision of certificated employees. (5 CCR 5531)

Any noncertificated person working with students in a district-sponsored extracurricular student activity program shall possess an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing or shall have cleared a Department of Justice and Federal Bureau of Investigation criminal background check prior to beginning his/her duties, in accordance with BP 4127/4227/4327 - Temporary Athletic Team Coaches. (Education Code 49024)

(cf. 1240 - Volunteer Assistance)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

Instruction

Extracurricular And Cocurricular Activities

(cf. 4212.5 - Criminal Record Check)

Regulation
approved: ~~August 18, 1994~~ **September 19, 2013** SIERRA SANDS UNIFIED SCHOOL DISTRICT
Ridgecrest, California

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

SEPTEMBER 19, 2013

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Giovanni Velasco
RSP – Murray
Effective 8-26-13

Substitute Teachers for 13-14 year

Christopher Bachman
Brooke Campbell
Margo Carr
Brooke Kern
Sarah Walsten

Coaches for 13-14 year:

Emma Cleveland
Volleyball – Murray

Jessica Kisor
Color Guard – Burroughs

Christopher Maki
Volleyball - Burroughs

Michelle Ostrom
Cross Country - Burroughs

Alex Pyle
Volleyball – Monroe

Volunteer Coaches
Michael Lazarro

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Kathleen Bush
2 hr. Food Service Assistant I – Vieweg
And 3 ½ hr. Food Service Assistant II – Vieweg
Effective 8-30-13

Kimberly Foisy
5 ½ hr. Paraprofessional – Richmond
Effective 9-2-13

DeAnna Mellor
1 ½ hr. Noon Duty Supervisor – Pierce
Effective 9-13-13

Ashley Pascarella
5 ½ hr. Paraprofessional – Richmond
Effective 8-30-13

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Sarah Anderson
1.58 hr. Noon Duty Supervisor – Las Flores
Effective 8-13-13

Susan Byrne
1.58 hr. Noon Duty Supervisor – Las Flores
And ½ hr. Crossing Guard – Las Flores
Effective 8-13-13

Derek Cooper
1 ½ hr. Noon Duty Supervisor – Gateway
Effective 8-13-13

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Kimberly DeVore
8 hr. Account Clerk III – Business Office
Effective 9-3-13

Cheryle Glover
3 hr. Food Service Assistant I – Burroughs
Effective 8-19-13

Elaine Janson
Rescinding Retirement
60% Assistant Superintendent of Business Services (Construction Projects)
Effective 10-2-13

Student Food Service Workers for the 2013-2014 School Year
Sawyer Chrisman
Andrew Cortes
Carlos Roura
Tyler Royal
Lieshka Warkentin
La'Shane' Williams

Student Workability Workers for the 2013-2014 School Year
Brandon Hu
Dani Jo Huddleston
Gregory Ostom II
Albert Zink Jr.

Classified Substitutes for the 2013-2014 School Year
Emily Abdi
Zakary Atencio
Marie Baucicaut
Stephanie Bear
Joyce Booth
Elenita Canonoy
Dawn Clinton
Richard DeMarco
Sharelle Dodson

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT

Classified Substitutes for the 2013-2014 School Year (Continued)

Anna Garcia
Darleen Linebarger
Serena Martinez
Michele McMahan
Janna Pearce
Hannah Vehrs

8.24 CHANGE OF STATUS

Amanda Brannon
From: 8 hr. Account Clerk III – Business Office
To: 8 hr. Payroll Technician – Business Office
Effective 8-9-13

Karen Kelly
From: 8 hr. Custodian – Las Flores
To: 8 hr. Custodian – Gateway
Effective 8-8-13

Regina Lewis Brown
From: 1 ½ hr. Noon Duty Supervisor – Inyokern
To: 1 ½ hr. Noon Duty Supervisor - Richmond
Effective 9-3-13

Laura Ehman
From: 5 ½ hr. Warehouse Worker – Warehouse
To: 8 hr. Custodian – Murray
Effective 9-16-13

Leann Moell
Added: ½ hr. Crossing Guard – Las Flores
Effective 8-13-13

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Deborah Richardson

From: 2 ½ hr. Food Service Assistant I – Murray

To: 4 hr. Food Service Assistant I – Richmond

And 2 ½ hr. Food Service Assistant – Richmond

Effective 9-9-13

Erin Riggs

From: 8 hr. Custodian – Murray

To: 8 hr. Custodian – Las Flores

Effective 8-23-13

Nancy Saenz

From: 4 hr. Food Service Assistant I – Richmond

And 2 hr. Food Service Assistant I – Richmond

To: 3 ½ hr. Food Service Assistant II – Vieweg

And 2 hr. Food Service Assistant I – Vieweg

And 1 hr. Food Service Assistant I – Mesquite

8. PERSONNEL ADMINISTRATION

8.3 Approval of Resolutions #4 1314, #5 1314, and #6 1314, Teachers Teaching Out of Their Major/Minor Field or Area

BACKGROUND INFORMATION: Education Code Sections 44263, 44256, and 44258.2 require the board to adopt resolutions in order for the district to assign teachers in areas or subjects other than their credentialed field or area.

CURRENT CONSIDERATIONS: A total of sixteen teachers within the district have been assigned to teach in areas other than their credentialed field or area. They have, however, completed the required coursework to enable them to teach the designated subjects or grade levels in accordance with the education code. Resolutions #4 1314, #5 1314, and #6 1314 are necessary to assign these teachers in areas or subjects other than their credentialed field or area. It is important to note that these are all credentialed teachers. The resolutions simply serve as vehicles to allow the district greater flexibility in teacher assignments while still being in compliance with the credentialing laws.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education adopt Resolutions #4 1314, #5 1314, and #6 1314 as presented.

Before the Board of Education
SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #4 1314

On motion of Trustee _____, seconded by Trustee

_____, Resolution #4 1314 was adopted as follows:

BE IT RESOLVED by the governing board of the Sierra Sands Unified School District and hereby ordered that:

In accordance with Education Section #44263, the following listed teachers who hold a valid teaching credential in the State of California may be assigned with his/her consent, to teach in subjects other than major or minor fields or subjects named on his/her credential in which he/she has completed eighteen (18) or more semester hours of coursework or nine (9) semester hours of upper division coursework, or in a self-contained class if he/she holds at least sixty (60) hours equally distributed among the four areas of a diversified major, except in classes for special education students.

TEACHER:

Robert Campbell
Kathryn Dikes
John Faber
Judith Gerard
April Griffin
Megan Howard
Vicki Levack
Amy Shermer

SUBJECT:

Physical Education
English
Biology
Biology
English
Health
English
Mathematics

PASSED AND ADOPTED THIS 19th day of September, 2013, by the Governing Board of the Sierra Sand Unified School District of Kern County, California, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Joanna Rummer, Secretary to the Governing Board of Sierra Sands Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at its regular meeting on September 19, 2013.

Joanna Rummer

Secretary of the Governing Board
Title

Before the Board of Education
SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #5 1314

On motion of Trustee _____, seconded by Trustee

_____, Resolution #5 1314 was adopted as follows:

BE IT RESOLVED by the governing board of the Sierra Sands Unified School District and hereby ordered that:

In accordance with Education Section #44256, the following listed teachers who hold a valid teaching credential in the State of California may be assigned with his/her consent, to teach in subjects other than major or minor fields or subjects named on his/her credential in which he/she has completed twelve (12) or more semester hours of coursework or six (6) semester hours of upper division coursework in a departmentalized program in any grade below grade 9.

TEACHER:

Shelley MacKenzie
Diana Veneski
Lynn Venhaus
Tami Welsh
Steve Whiting

SUBJECT:

Science/Health
Computers
Mathematics
Mathematics
Science

PASSED AND ADOPTED THIS 19th day of September, 2013, by the Governing Board of the Sierra Sand Unified School District of Kern County, California, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Joanna Rummer, Secretary to the Governing Board of Sierra Sands Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at its regular meeting on September 19, 2013.

Joanna Rummer

Secretary of the Governing Board
Title

Before the Board of Education
SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #6 1314

On motion of Trustee _____, seconded by Trustee

_____, Resolution #6 1314 was adopted as follows:

BE IT RESOLVED by the governing board of the Sierra Sands Unified School District and hereby ordered that:

In accordance with Education Section #44258.2, the following listed teachers who hold a valid teaching credential in the State of California may be assigned with his/her consent, to teach in subjects other than major or minor fields or subjects named on his/her credential in which he/she has completed twelve (12) or more semester hours of coursework or six (6) semester hours of upper division coursework in a departmentalized program in grades 5 through 8 in a middle school.

TEACHER:

Connie Abshire
Bev Ewbank
R Byron Hetherton

SUBJECT:

English
Mathematics
Mathematics

PASSED AND ADOPTED THIS 19th day of September, 2013, by the Governing Board of the Sierra Sand Unified School District of Kern County, California, by the following votes:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Joanna Rummer, Secretary to the Governing Board of Sierra Sands Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at its regular meeting on September 19, 2013.

Joanna Rummer

Secretary of the Governing Board
Title

8. PERSONNEL ADMINISTRATION

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

BACKGROUND INFORMATION: Approval of the governing board is required when a district is filing for a Variable Term Waiver, Provisional Internship Permit or a Short Term Staff Permit in order to assign an individual who is not appropriately credentialed for his/her assignment.

CURRENT CONSIDERATIONS: Approval is requested for the district to submit requests to the Commission on Teacher Credentialing for a Variable Term Waiver, Provisional Intern Permit or a Short Term Staff Permit in order that the district may assign the following individuals for the 2013-2014 school year.

- Variable Term Waiver – Speech Language/Pathology Services for Aimee Ahle, SELPA
- Provisional Intern Permit – Education Specialist Mild/Moderate for Giovanni Velasco, Murray Middle School

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: Approve the submission of request for a Variable Term Waiver, Provisional Intern Permit or a Short Term Staff Permit, in order that the above named individuals may be assigned in the designated positions for the 2013-14 school year.

8. PERSONNEL ADMINISTRATION

8.5 Review and Approval of the Certificated Job Description for Assistant Superintendent of Human Resources

BACKGROUND INFORMATION: The California State Teachers Retirement System (CalSTRS) has been conducting audits on specified positions in community colleges throughout the state to determine if the duties and responsibilities of these positions qualify for an administrator to be a member of CalSTRS. In 2012, CalSTRS conducted an audit of the San Francisco Community College District and concluded that the position of "Director of Human Resources" did not meet the standards required for CalSTRS as they would only accept positions meeting the definition of "creditable service" defined in Education Code 22119.5. The Final Audit Report concluded, in part, that SFCCD improperly classified certain administrative positions as "academic," and therefore these positions were not entitled to CalSTRS benefits. Alarmed by this finding, and although there has not been any court or administrative decision that expresses support of the CalSTRS reasoning extending in to the K-12 school districts, districts throughout the state are reviewing job descriptions to make sure that certificated staff positions are in fact accurately describing the duties performed by the incumbents holding those positions and that they adequately meet the guidelines set forth in Education Code 22119.5.

Educational Code 22119.5 states:

22119.5. (a) "Creditable service" means any of the following activities performed for an employer in a position requiring a credential, certificate, or permit pursuant to this code or under the appropriate minimum standards adopted by the Board of Governors of the California Community Colleges or under the provisions of an approved charter for the operation of a charter school for which the employer is eligible to receive state apportionment or pursuant to a contract between a community college district and the United States Department of Defense to provide vocational training:

(1) The work of teachers, instructors, district interns, and academic employees employed in the instructional program for pupils, including special programs such as adult education, regional occupation programs, child care centers, and prekindergarten programs pursuant to Section 22161.

(2) Education or vocational counseling, guidance, and placement services.

(3) The work of directors, coordinators, and assistant administrators who plan courses of study to be used in California public schools, or research connected with the evaluation or efficiency of the instructional program.

(4) The selection, collection, preparation, classification, demonstration, or evaluation of instructional materials of any course of study for use in the development of the instructional program in California public schools, or other services related to school curriculum.

Review and Approval of the Certificated Job Description for Assistant Superintendent Human Resources

- (5) The examination, selection, in-service training, or assignment of teachers, principals or other similar personnel involved in the instructional program.
- (6) School activities related to, and an outgrowth of, the instructional and guidance program of the school when performed in addition to other activities described in this section.
- (7) The work of nurses, physicians, speech therapists, psychologists, audiometrists, audiologists, and other school health professionals.
- (8) Services as a school librarian.
- (9) The work of employees who are responsible for the supervision of persons or administration of the duties described in this section.
- (b) "Creditable service" also means the work of superintendents of California public schools.
- (c) The board shall have final authority for determining creditable service to cover any activities not already specified.

CURRENT CONSIDERATIONS: The job description for the Assistant Superintendent of Human Resources position was last reviewed in November of 1984. After careful review, many of the duties and responsibilities outlined in the job description clearly reflect the duties set forth in section 22119.5. However, it has become apparent that since 1984 the Assistant Superintendent of Human Resources has performed several other duties that are not specifically mentioned in the job description, but would be duties included within section 22119.5. As a result, the job description has been reviewed and updated, with minimal changes, to accurately reflect the duties and responsibilities associated with this position.

FINANCIAL IMPLICATIONS: None. This is a review and approval of the current job description for the Assistant Superintendent of Human Resources

SUPERINTENDENT'S RECOMMENDATION: Approve the Certificated Job Description of the Superintendent of Human Resources as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Job Description – Management

Assistant Superintendent, Human Resources

FUNCTION:

Serves under the administrative direction of the Superintendent and is directly responsible to and evaluated by the Superintendent of Schools.

Develops, with appropriate personnel, policies and procedures affecting all categories of District personnel.

DUTIES AND RESPONSIBILITIES:

Recruitment:

Arrange a recruiting schedule with California and out-of-state teacher training institutions, as necessary, in order to keep the District staffed with **highly** qualified certificated personnel.

Selection:

Aid in the selection of all classified, certificated, and confidential personnel.

Evaluation:

- Coordinates the evaluation ***and supervision*** of all personnel when required by policy, including ***certificated personnel, classified personnel***, classified substitutes and substitute teachers. ***This includes the coordination and development of evaluation tools/procedures for all staff and efficiency with instructional programs. Coordination/supervision/training for Beginning Teachers Support and Assessment (BTSA) and Peer Assistance and Review (PAR).***
- Administer the open and promotional examinations for classified personnel.

Communication:

- Communicate the organization's goals, procedures, and objectives.
- Explain and interpret decisions of the Board of Education and the District administration by:
 1. Observe organizational channels of communication, and
 2. Be mindful of the need of staff and community for accurate and timely information.
- Convey general information and interpret policy to school patrons and refer them, when necessary, to the proper source to obtain more specific information.
- Work with principals in projecting school enrollment and personnel needs.

Policies:

- Work with the Superintendent and employee organizations in developing personnel policies as needed.
- Responsible for State reports and surveys pertaining to personnel.

Special Areas of Responsibility:

- Advise principals in personnel problems and keep the Superintendent informed regarding known problems.
- ***Serve as District Safety Officer: In-service Trainings and Staff Development regarding School Safety, Crisis Response.***

Assistant Superintendent, Human Resources

DUTIES AND RESPONSIBILITIES (continued):

Special Areas of Responsibility (continued):

- ~~Serve as District Affirmative Action Officer and participate in all meetings of the Affirmative Action Committee.~~
- Consult with employees and supervisors at their request in disputes regarding working conditions, assignment, salary, etc.
- Compile information, as required, for certificated and classified salary negotiations.
- Responsible for the records of all classified and certificated personnel including individual files of employee work records, issuing of contracts, filing of credentials, certification to payroll of proper employment of all employees.
- **Represent and advise** Superintendent on matters related to employer/employee relations and participate in negotiations with all employee bargaining groups.
- Serve as the Superintendent's designated representative in the processing of employee grievances.
- **Uniform Compliance Complaint procedure investigator**
- ***Assignment of classified and certificated staff involved in the instructional programs, including guidance programs, guidance evaluations.***

Community Relations:

- Interpret District programs and curriculum to parents and community.
- Promote understanding with community groups of District objectives and accomplishments.
- Represent the District in community groups.

SUPERVISION EXERCISED AND RECEIVED:

- Direct supervision of assigned personnel.
- Under the immediate supervision of the Superintendent.

MINIMUM QUALIFICATIONS:

Credential:

Appropriate earned California Administrative Services Credential.

Education:

Earned Master's Degree in school administration with special coursework related to personnel administration.

Experience:

At least 5 years of teaching experience at elementary and/or secondary level. At least three years of administrative experience at elementary and/or secondary levels.

Personal Qualities:

- Ability to communicate effectively with staff, pupils, parents, community, and representative of other agencies.

- Leadership ability.
- Organizational ability.

4-10

Assistant Superintendent, Human Resources

MINIMUM QUALIFICATIONS (continued):

Desired Qualifications:

- Ability to express ideas in oral and written communication.
- Dependability, flexibility, and good judgement.
- Teaching and administrative experience at both the elementary and secondary levels.
- Earned Doctor's Degree.

9. GENERAL ADMINISTRATION

9.1 Nominations for CSBA Directors-at-Large American Indian, Black and County to the California School Boards Association (CSBA) Board of Directors

BACKGROUND INFORMATION: The CSBA Board of Directors is comprised of 21 regional directors as well as the officers of the association, any officer or director of the National School Boards Association who resides in California, and the president of the California County Boards of Education. In addition, there are five Directors-at-Large. The directors, along with the officers and members of the Delegate Assembly, are a vital link in the association's governance structure ensuring that the association continues to effectively carry out its mission.

CURRENT CONSIDERATIONS: Nominations for three CSBA Directors-at-Large, American Indian, Black and County will be accepted until September 30, 2013. Any CSBA member board is eligible to nominate board members for any of these Director-at-Large seats. All nominees must serve on a CSBA member board and each nominating board must certify that the nominee has consented to be nominated at the time of nomination. The election for these two-year seats will take place during the Delegate Assembly meeting in San Diego in December. The current Director at Large, American Indian, is D. Shelly Yarbrough of Val Verde Unified School District. The current Director-at-Large, Black is Emma Turner of La Mesa-Spring Valley School District and the current Director-at-Large, County is Mike Walsh of Butte County Office of Education.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: The board may, if it wishes, nominate candidates for the offices of CSBA Director-at-Large, American Indian, Director-at-Large, Black and Director-at-Large, County.

The CSBA director-at-large nominations are on through Sept. 30.

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August 20, 2013

This email is being sent to board members, superintendents and executive assistants.

Nominate a CSBA director-at-large

Submit your nomination by Sept. 30

Nominations for CSBA directors-at-large are being accepted through Monday, Sept. 30. Nomination forms and information related to the election process are available to [download on the CSBA website](#).

The nominations for director-at-large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark or fax deadline for the nomination form and the required two letters of recommendation is **Monday, Sept. 30**. A valid nomination includes:

- A completed, signed nomination form. It is the responsibility of the nominating board to obtain permission from the nominee prior to submitting his or her name.
- Two letters of recommendation (one page, single-sided). These letters may be submitted by a:
 1. Member district or county office of education (COE) board
A letter submitted by a member board, if signed by the superintendent, must state in the letter "on behalf of the board."
 2. Individual board member from a member district or COE
 3. Board member organization
- A completed, signed and dated candidate's form completed by the nominee is due to CSBA by Monday, October 7. (The candidate's form and the two letters of recommendation will be printed in the Delegate Assembly agenda exactly as submitted.)

The current directors-at-large are as follows:

- American Indian – D. Shelly Yarbrough, Val Verde USD
- Black – Emma Turner, La Mesa-Spring Valley SD
- County – Mike Walsh, Butte COE

This year's elections will take place at CSBA's Delegate Assembly meeting in San Diego Dec. 4-5. Directors-at-large serve two-year terms and take office immediately upon the close of the CSBA's [Annual Education Conference and Trade Show](#).

Nomination forms and more information are available on [CSBA's website](#). Questions can be directed to CSBA's Leadership Services staff at 800-266-3382.



Frequently Asked Questions Director-at-Large Nominations & Elections

- ❖ Which Director-at-Large position is up for election in 2013? The Directors-at-Large American Indian, Black and County are elected in 2013.
- ❖ Who can run for Directors-at-Large, American Indian, and Black? Any member of a district or county office of education board that is a member of CSBA.
- ❖ Who can run for Directors-at-Large, County? Only members from a CSBA member county office of education board.
- ❖ Who can nominate the Directors-at-Large, American Indian, and Black? Any district board or county office of education whose board is a member of CSBA.
- ❖ Who can nominate the Directors-at-Large, County? Only a CSBA member county office of education board.
- ❖ What are the required meetings?
 - All Board meetings (approximately five are held per year) - in January (Friday and Saturday), March (Saturday and Sunday), May (Friday), and September (Saturday and Sunday). In late November/early December the Board meeting is held in the city that is host to the CSBA Annual Education Conference and Trade Show immediately preceding the Delegate Assembly meeting.
 - Delegate Assembly meetings (two per year in conjunction with the May and November/December Board meetings)
- ❖ What is the term for Directors-at-Large? Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference and Trade Show.
- ❖ What does a valid nomination consist of?
 - 1) A completed, signed nomination form due **Monday, September 30**.
 - 2) Two letters of recommendation (one page, single-sided, due Monday, September 30) from:
 - a) Member boards (*A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."*)
 - b) Individual board members from a member districts or COEs
 - c) A board member organization
 - 3) A completed candidate's form from the nominee is due **Monday, October 7**.
- ❖ Can the same board that nominates also submit a letter of recommendation? Yes.
- ❖ When are the nomination forms and two letters of recommendations due? The U.S. Postal Service postmark or fax deadline is **Monday, September 30**.
- ❖ Where do I return completed nomination and candidate forms?

California School Boards Association | 3251 Beacon Blvd. | West Sacramento, CA 95691
Fax: (916) 371-3407 or (916) 669-3305
- ❖ When and where are the elections held? The elections will take place on December 4-5 at CSBA's Delegate Assembly meeting at the San Diego Marriott Marquis & Marina hotel.

For additional information, please contact Leadership Services at (800) 266-3382.



2013 Director-at-Large, American Indian, Black or County Nomination Form

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. *(Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)* The U.S. Postal Service postmark or fax deadline for the nomination form and the required two letters of recommendation is **Monday, September 30.**

Two letters of recommendation are required to be submitted with this nomination form. *(Please submit a separate nomination form for each nominee.)*

The governing board of the _____ School District or County Office
Board of Education voted to nominate _____ as a candidate for
(Nominee name)
the following Director-at-Large position: *(please indicate)*

- ☐ Director-at-Large, American Indian
- ☐ Director-at-Large, Black
- ☐ Director-at-Large, County

The nominee is a member of the _____ School District or County
Office Board of Education, which is a member of CSBA. The nominee has given permission to be
nominated.

Signature of the Board Clerk or Board Secretary

Date

Return the nomination form and two letters of recommendation to:

Cindy Marks, President

California School Boards Association

3251 Beacon Blvd. | West Sacramento, CA 95691

(916) 371-4691 (800) 266-3382 | Fax: (916) 669-3305 or (916) 371-3407 | www.csba.org

9. GENERAL ADMINISTRATION

9.2 Gifts to the District

CURRENT CONSIDERATIONS: The following donations have been received: Agnes Shull made a cash donation of \$500 to the ASB of Murray Middle School. Mark Pahuta donated assorted audio/video equipment with an estimated value of \$2,685 to the ROP TV/Video Production Program at Burroughs High School. Mary Howard donated a laptop computer with an estimated value of \$500 to room 7 at Richmond Elementary School. Andrew and Anna Marie Bergens donated an assortment of record albums recorded between 1966-1977 to the Burroughs High School music archives with an estimated value of \$11. Several of these albums feature the Burroughs orchestra. Annie and Michael Jorgenson made a cash donation of \$100 to the Burroughs High School Restaurant Careers program. Daniel and Lisa Decker made a cash donation of \$100 to the Burroughs High School Restaurant Careers program. Kemila Sauter made a cash donation of \$75 to the Burroughs High School Restaurant Careers program.

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

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

9. GENERAL ADMINISTRATION

9.3 Authorization for Board Member Travel to the Annual School Trustees Fall Dinner Meeting on October 29, 2013 of the Kern County School Boards Association

BACKGROUND INFORMATION: At the May 7, 2009 board meeting, protocol requiring the board to authorize all board member travel was established. The 2013-14 travel budget for the board was approved for \$18,700.

CURRENT CONSIDERATIONS: The Annual School Trustees Fall Dinner Meeting of the Kern County School Boards Association and the Kern County Superintendent of Schools Office will be held on October 29, 2013 in Bakersfield. At this time, 5 board members may be attending.

Dinner cost = \$36.00 x 5	\$ 180.00
Fuel for District Vehicle	\$ 75.00
 Total Expense	 \$ 255.00

FINANCIAL IMPLICATIONS: The travel budget for the board for 2013-14 is \$18,700. To date, however, approximately \$6,804 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.

11. BUSINESS ADMINISTRATION

11.1 Approval of Bid Selection for Bread Products for the 2013-14 School Year

BACKGROUND INFORMATION: Sierra Sands Unified School District solicited requests for contracted pricing for bread products for the 2013-14 school year.

CURRENT CONSIDERATIONS: Requests for bid proposals were mailed to prospective providers and advertisements were placed in *The Daily Independent* and *The Bakersfield Californian*. Bid responses were received from one company, Flowers Baking Co. of California, LLC, located in Fontana, CA. We are currently using Flowers Baking Co. and have been pleased with their service.

FINANCIAL IMPLICATIONS: One bid was received. The breakdown is attached per the bid specifications and the district is satisfied that the submitted pricing contained in the bid is fair and reasonable.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve Flowers Baking Co. of California, LLC, as the provider of bread products for the 2013-14 school year.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
 BID # B-214-019
 BREAD PRODUCTS
 2013-2014 SCHOOL YEAR

PRODUCTS REQUIRED

All items should be a whole grain product. Please duplicate this list if needed. A nutritional analysis must be included in your bid response for each item. Please match specified serving weight requests.

WGR = Whole Grain Rich as defined on the "Specifications and Instructions" page.

Description	Qty	Unit of Measure	Price	Extended Costs
Sandwich Bread WGR <u>1oz slice</u> loaf	4000	24oz loaf	1.73	6920.00
Hamburger Bun, WGR <u>2oz</u> DZ	6000	Dozen	1.58	9480.00
English Muffins WGR DZ	1500	10 count	1.82	2730.00
Hot Dog Bun, WGR <u>2oz</u> DZ	1600	No bid		
French Bread, unsliced, 16oz	600	16oz loaf	2.03	1218.00
Dinner Roll, WGR <u>1oz</u> 16ct	3000	24 count	2.223	6690.00
Bagel 3oz WGR sliced DZ	300	6 count	2.25	675.00
Total bid value				27713.00
Estimated costs of the hot dog buns				2200.00
Suggested bid costs with hot dog buns				\$ 29913.00

Comments

This was the only response to the bid. The company did not bid on the hot dog buns as they do not offer a 2oz hot dog bun.

11. BUSINESS ADMINISTRATION

11.2 Approval of Bid for the Purchase of Dairy Products for the 2013-14 School Year

BACKGROUND INFORMATION: The district is not required by law to go out to bid on perishable products. However, it has been district practice to solicit bid proposals for dairy products, even though the response is often from a single vendor. As the bid awarded in 2010-11 can no longer be extended Sierra Sands Unified School District requested contracted pricing for dairy products for the 2013-14 school year.

CURRENT CONSIDERATIONS: Requests for bid proposals were made available to prospective providers for pick-up at the Business Office and advertisements were placed in *The Daily Independent* and *The Bakersfield Californian*. One bid response was received.

FINANCIAL IMPLICATIONS: Mather Bros, Inc. of Ridgecrest was the only bidder and the district is satisfied that the submitted pricing contained in the bid is fair and reasonable.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve Mather Bros, Inc. as the provider of dairy products for the 2013-14 school year.

SIERRA SANDS UNIFIED SCHOOL DISTRICT
 BID # B-214-020
 DAIRY PRODUCTS – CALCULATIONS WORKSHEET
 2013-2014 SCHOOL YEAR

PRODUCTS REQUIRED

Sole Respondent – Mather Brothers Distributing

Item Description	Qty	Unit of Measure	Price Per Unit	Price extensions
Milk White 1% Half Pint Carton	150,000	Ea	.3570	\$53,550.00
White Milk 2% Half Pint Carton	50,000	Ea	.3590	\$17,950.00
Chocolate Milk NF Half Pint Carton	150,000	Ea	.3786	\$56,790.00
Strawberry Milk 1% Half Pint Carton	50,000	Ea	.3999	\$19,995.00
Orange Juice 100% 4oz. Carton	40,000	Ea	.2150	\$8,600.00
Orange Juice 100% 12oz. Bottle	3,000	Ea	.7950	\$2,385.00
Apple Juice 100% 4oz. Carton	80,000	Ea	.1925	\$15,400.00
Fudge Bar, Ice Cream	60,000	Ea	.3250	\$19,500.00
Dreyers Fruit Bar, Strawberry	5,000	Ea	.4291	\$2,145..00
Orange Sherbet Push Up	3,000	Ea	.2750	\$825.00
Total Bid Value			\$197,140.00	
Comments:				
This was the only response to our bid requests.				

11. EDUCATIONAL ADMINISTRATION

11.3 Acceptance of the 2012-13 Unaudited Actuals

BACKGROUND INFORMATION: The unaudited actual financial report is a state required report that presents the District's actual financial activity year-to-date as compared to the projected budget through June 30, 2013. The report contains comparative data regarding the unrestricted general fund estimated year end totals presented at the time of the 2013-14 budget adoption and the unaudited actual results of all funds for that year after the books have been closed but prior to official audit.

CURRENT CONSIDERATIONS: At the state and national level the economy is moving forward albeit at a slow and weak pace. The advent of a revolutionary new public education funding model at the state level, the Local Control Funding Formula, replacing the Revenue Limit model, has created much uncertainty regarding its implementation.

In reviewing the 2012-13 fiscal year, the following factors have influenced the year-end results. While the District deficit spent in 2012-13, the extent of this was alleviated by the receipt of the following one-time revenues: Unbudgeted revenue was received as a result of adjustments at the state level due to a recalculation of the Revenue Limit going back to 2003-04 which resulted in a one-time payment. Additionally, the Federal Department of Education continued to make concerted efforts in 2012-13 to remit Federal Impact Aid payments more expeditiously. As a result the District received additional revenue from that source throughout the year.

The District has continued to pursue its energy saving initiatives to good effect.

The strains on cash continued throughout the entire 2012-13 fiscal year. Due to the timing of cash expenditures relative to the receipt of cash funds, borrowing from reserves was necessary in the months of July 2012 and June 2013.

The entire Board designated 5% reserve for economic uncertainty remained in the unrestricted general fund for the entire year.

As in past years the growing Special Education encroachment during 2012-13 continued to put a strain on the Unrestricted General fund.

The increase in encroachment in home-to-school transportation expenses was the result of additional costs related to increased repairs, fluctuating fuel costs and continued costs associated with implementing state mandated emission control devices on the district diesel buses. The District participated in a joint San Joaquin/Eastern Kern County Air Pollution Control District program, which enabled

the District to retire an older bus and purchase a replacement vehicle, the cost of which was reimbursed by the SJ/EKCAPCD.

In dealing with ending fund balances, the district continues to implement the requirements of GASB 54 which speak to the classification and designation of ending fund balances. In May of 2011, the Board passed Resolution #29 1011 which implemented the requirements of GASB 54 and identified the categories it would use in describing ending fund balances. In accordance with this resolution \$2,192,158 is committed for economic uncertainty and \$4,994,619 is committed for the following purposes:

- ~ 1.3 M Special Education Encroachment
- ~ 450 K Loss of revenue due to declining encroachment
- ~ 400 K Loss of revenue due to sequestration
- ~ 2.8 M Current budget deficit

The dollars residing in fund 17 (\$5,761,078) are committed in the following manner: \$4,951,831 for minimum fund balance policy, \$809,247 for cash solvency purposes associated with ongoing cash deferrals. Funds, 11, 12, 13, 14, 20, 21, 25, 35, and 40 ending balances are committed for the specific use of the fund and no other. Funds 14, 21, 25, 35 and 40 continue to be committed for use by the district in its facilities and modernization initiatives. The funds residing in the Inyokern Schools Financing Authority are committed for District facilities needs as outlined in the May 2013 Board meeting.

In considering 2013-14, the following should be noted:

District staff formulated the 2013-14 budget in accordance with the guidance provided by the Fiscal Crisis Management and Assistance Team, School Services of California, and the Kern County Office of the Superintendent of Schools. In accordance with that guidance the 2013-14 budget was formulated on the Revenue Limit funding formula. This formula has since been replaced by the Local Control Funding Formula or LCFF, which is a new methodology for state educational funding. It should be noted that the LCFF is not a revenue generator but a different method of calculating funding for LEAs. Implementation of the LCFF is surrounded with much uncertainty as categorical programs have been swept up into the unrestricted general fund, even as requirements related to the delivery of specialized services to targeted student groups have continued. Additionally, full implementation of the LCFF which includes full funding is not expected before the 2021-22 school year. As information becomes available, board budget workshops will be planned to discuss developments around the LCFF implementation as well as potential strategies. Accountability requirements will be included. These issues will be discussed prior to presenting the 2013-14 first interim budget report at the December Board meeting.

The impact of federal revenue cuts due to sequestration remains of great concern. The cuts would result in reduced Federal Impact Aid revenues, Federal Title I, II and III Programs, as well as Federal Special Education funding. Additionally, reduction in payment of Direct Subsidies by the Department of the Treasury on the Qualified School Construction Bonds by ~7.6% of the amount otherwise due became a reality.

Considering the out years, 2014-15 and beyond:

Temporary taxes authorized by Proposition 30 will expire prior to the full implementation of LCFF – the sales tax increase is authorized for four years and the income tax increase is effective for seven years. The EPA fund created by Proposition 30 will be eliminated upon expiration of the temporary taxes, and state aid will be required to backfill the amounts that have been going to local agencies.

The District continues to be in declining enrollment

FINANCIAL IMPLICATIONS: In accordance with guidance from the Board because of the continuing ongoing initiatives undertaken in 2012-13 by the District, Sierra Sands Unified School District has been able to maintain a positive ending fund balance as well as its board required 5% reserve in the unrestricted general fund. It must be stated that while this is positive, fiscal pressure on District programs and reserves has not disappeared in the face of the slow and weak economic recovery both nationally and statewide.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education accept the District's unaudited actual financial report for 2012-13 as presented.

Sierra Sands Unified School District
General Fund Unrestricted
2012/2013 Year-End Comparison Report

		COLUMN A 2012/2013 Unaudited Actuals	COLUMN B 2012/2013 Estimated Actuals	DIFFERENCE
Projected Fund Balance	Objects			
July 1 Beginning Fund Balance		\$7,883,525	\$7,883,525	
Add: Revenues (<i>Column A - Column B</i>) *	8000-8999	\$31,552,037	\$31,480,542	\$71,495
Less: Expenditures (<i>Column B - Column A</i>) **	1000-7999	\$32,164,820	\$32,218,890	\$54,069
June 30 Ending Fund Balance		\$7,270,741	\$7,145,177	
Less: Stores, Prepaid Expenses & Revolving Cash		\$83,964	\$74,334	
Less: 5% Reserve for Economic Uncertainties		\$2,192,158	\$2,195,760	
Available Ending Fund Balance as of June 30		\$4,994,619	\$4,875,084	
ADD: Revenues				(<i>Column A - Column B</i>)
Revenue Limit Sources	8010-8099	\$25,172,512	\$25,136,132	\$36,381 ¹
Federal Revenues	8100-8299	\$3,720,806	\$3,745,527	-\$24,721
Other State Revenues	8300-8599	\$4,291,027	\$4,241,660	\$49,367 ²
Other Local Revenues	8600-8799	\$564,562	\$492,603	\$71,958 ³
Total Revenues		<u>\$33,748,907</u> a	<u>\$33,615,922</u>	<u>\$132,985</u>
LESS: Expenditures				(<i>Column B - Column A</i>)
Certificated Salaries	1000-1999	\$13,843,023	\$13,799,327	-\$43,696 ⁴
Classified Salaries	2000-2999	\$3,885,939	\$3,868,918	-\$17,021
Benefits - Current Employees	3000-3999	\$7,196,361	\$7,191,829	-\$4,531
Benefits - Retirees	370X & 390X	\$1,249,493	\$1,300,108	\$50,615 ⁵
Books and Supplies	4000-4999	\$1,378,999	\$1,524,266	\$145,267 ⁶
Services and Operating Expenses	5000-5999	\$3,188,800	\$3,154,469	-\$34,330 ⁷
Capital Outlay	6000-6599	\$888,042	\$858,213	-\$29,829 ⁸
Other Outgo	7100-7299 7400-7499	\$412,134	\$412,134	\$0
Indirect Costs	7300-7399	-\$206,496	-\$218,902	-\$12,406
Total Expenditures		<u>\$31,836,295</u> b	<u>\$31,890,365</u>	<u>\$54,069</u>
ADD: Interfund Transfers In				(<i>Column A - Column B</i>)
Transfer In	8910-8929	\$302,106	\$302,106	\$0
Total Interfund Transfers In		<u>\$302,106</u> c	<u>\$302,106</u>	<u>\$0</u>
LESS: Interfund Transfers Out				(<i>Column B - Column A</i>)
Transfer Out - Fund 14 (Deferred Maintenance)	7610-7629	\$267,175	\$267,175	\$0
Transfer Out- Fund 17 (Reserve)	7610-7629	\$0	\$0	\$0
Transfer Out- Fund 17 (Golden Handshake)	7610-7629	\$61,350	\$61,350	\$0
Total Interfund Transfers Out		<u>\$328,525</u> d	<u>\$328,525</u>	<u>\$0</u>
LESS: Encroachment Contributions (Reduction of Revenue from Unrestricted General Fund) ***				(<i>Column A - Column B</i>)
Resource 2200 - Continuation High School	8980	-\$196,741	-\$197,923	\$1,182
Resource 6500 - Special Education	8980	-\$1,213,617	-\$1,214,922	\$1,305
Resource 7230 - Home to School Transportation	8980	-\$335,342	-\$279,565	-\$55,777 ⁹
Resource 7240 - Special Ed Transportation	8980	-\$653,276	-\$645,076	-\$8,200
Resource 9021 - Sierra Vista Center	8980	-\$100,000	-\$100,000	\$0
Total Encroachment Contributions		<u>-\$2,498,976</u> e	<u>-\$2,437,486</u>	<u>-\$61,490</u>
Net Revenue less Expenditures (a + c + e) - (b + d)		<u>-\$612,783</u>	<u>-\$738,347</u>	

* Revenues equal objects 8XXX and include total revenues, total interfund transfers in, and total encroachment contributions.

** Expenditures equal objects 1000-7999 and include total expenditures and total interfund transfers out. Indirect costs are general overhead costs paid out of the unrestricted general fund for restricted programs. Indirect costs are shown as negative because they are reimbursements to the unrestricted general fund by reducing the expense, so it is a reduction in expenses.

*** Encroachment contributions are taken from unrestricted general fund and added to the restricted general fund. They are shown as a negative because they decrease revenues.

- MINUS SIGNS before a number in the Difference column show either decreased revenue or increased expenses. No minus sign in the Difference column shows increased revenue or decreased expenses.

The information presented above is accurate to the best of our knowledge.

**Sierra Sands Unified School District
General Fund Unrestricted
2012/2013 Year-End Comparison Report**

- 1 Final Revenue Limit receipts 0.1% higher due to prior year adjustments for PERS reduction, unemployment insurance revenue, and local property taxes.
- 2 Increase due to receipt of one-time ROP funds (66K) offset by fourth quarter unrestricted lottery estimates per CDE and SSC (-18K).
- 3 Reflective of use of IYKSFA funding for approved costs as well as receipts for expenses paid by other sources including ASBs and booster groups. Costs associated with these sources are included in the expenditures section.
- 4 Certificated salaries were underestimated by 0.3% due to estimates for oversize class stipends, training stipends, and retirement notification incentives. For 2012/13, total salary and benefit estimates (including classified and excluding retiree benefits) were 99.7% accurate.
- 5 Reflective of changes in retiree population as well as prior period payment adjustments.
- 6 Some budgeted costs reflected in other elements of expense; other variances related to district efforts to curtail costs as well as unspent carryover including donations and lost/damaged book fees.
- 7 Difference primarily related to the use of budgeted funds as mentioned in Note 6.
- 8 Reflective of IYKSFA uses as mentioned in Note 3 and use of budgeted funds as mentioned in Note 6.
- 9 Increase in encroachment reflective of an increased need for bus and transportation vehicle repairs.

**Sierra Sands Unified School District
General Fund Restricted
2012/2013 Year-End Comparison Report**

		COLUMN A 2012/2013	COLUMN B 2012/2013	
	Objects	Unaudited Actuals	Estimated Actuals	DIFFERENCE
Projected Fund Balance				
July 1 Beginning Fund Balance		\$657,086	\$668,184	-\$11,097
Add: Revenues (<i>Column A - Column B</i>) *	8000-8999	\$11,816,561	\$11,647,966	\$168,595
Less: Expenditures (<i>Column B - Column A</i>) **	1000-7999	\$11,678,347	\$11,696,310	\$17,963
June 30 Ending Fund Balance		<u>\$795,300</u>	<u>\$619,839</u>	
ADD: Revenues				
				(<i>Column A - Column B</i>)
Revenue Limit Sources	8010-8092	\$1,640,434	\$1,639,650	\$785
Federal Revenues	8100-8299	\$2,813,790	\$2,861,238	-\$47,449
Other State Revenues	8300-8599	\$4,413,540	\$4,442,997	-\$29,457
Other Local Revenues	8600-8799	\$449,821	\$266,595	\$183,226
Total Revenues		<u>\$9,317,585</u> <i>a</i>	<u>\$9,210,480</u>	<u>\$107,105</u>
LESS: Expenditures				
				(<i>Column B - Column A</i>)
Certificated Salaries	1000-1999	\$4,479,656	\$4,363,516	-\$116,140
Classified Salaries	2000-2999	\$2,064,711	\$2,019,366	-\$45,345
Benefits - Current Employees	3000-3999	\$2,930,785	\$2,948,232	\$17,448
Books and Supplies	4000-4999	\$712,114	\$1,141,376	\$429,262
Services and Operating Expenses	5000-5999	\$908,220	\$801,935	-\$106,284
Capital Outlay	6000-6599	\$175,981	\$0	-\$175,981
Other Outgo (Lease Rev Bond Paym)	7100-7299 7400-7499	\$292,983	\$292,982	-\$1
Indirect Costs	7300-7399	\$113,899	\$128,902	\$15,003
Total Expenditures		<u>\$11,678,347</u> <i>b</i>	<u>\$11,696,310</u>	<u>\$17,963</u>
ADD: Encroachment Contributions (Reduction of Revenue from Unrestricted General Fund) ***				
				(<i>Column A - Column B</i>)
Resource 2200 - Continuation High School	8980	\$196,741	\$197,923	-\$1,182
Resource 6500 - Special Education	8980	\$1,213,617	\$1,214,922	-\$1,305
Resource 7230 - Home to School Transportation	8980	\$335,342	\$279,565	\$55,777
Resource 7240 - Special Ed Transportation	8980	\$653,276	\$645,076	\$8,200
Resource 9021 - Sierra Vista Center	8980	\$100,000	\$100,000	\$0
Total Encroachment Contributions		<u>\$2,498,976</u> <i>c</i>	<u>\$2,437,486</u>	<u>\$61,490</u>
Net Revenue less Expenditures (a + c) - b		<u>\$138,214</u>	<u>-\$48,344</u>	

* Revenues equal objects 8XXX and include total revenues, total interfund transfers in and total encroachment contributions.

** Expenditures equal objects 1000-7999 and include total expenditures and total interfund transfers out. Indirect costs are general overhead costs paid out of the unrestricted general fund for restricted programs. Indirect costs are shown as negative because they are reimbursements to the unrestricted general fund by reducing the expense, so it is a reduction in expenses.

*** Encroachment contributions are taken from unrestricted general fund and added to the restricted general fund. They are shown as a positive because they increase revenues.

- MINUS SIGNS before a number in the Difference column show either decreased revenue or increased expenses. No minus sign in the Difference column shows increased revenue or decreased expenses.

**Sierra Sands Unified School District
Fund Balances
2012/2013 Unaudited Actuals**

		2012/2013 Unaudited Actuals
Fund 11	Adult Education	
	Beginning Balance	\$265,436
	Actual Revenues	\$208,500
	Actual Expenditures	-\$127,750
	Actual Ending Fund Balance	<u>\$346,186</u>
Fund 12	Child Development	
	Beginning Balance	\$31,402
	Actual Revenues	\$497,122
	Actual Expenditures	-\$399,731
	Actual Ending Fund Balance	<u>\$128,792</u>
Fund 13	Cafeteria	
	Beginning Balance	\$751,177
	Actual Revenues	\$1,972,921
	Actual Expenditures	-\$2,058,632
	Actual Ending Fund Balance	<u>\$665,465</u>
Fund 14	Deferred Maintenance	
	Beginning Balance	\$123,352
	Actual Revenues	\$200,038
	Actual Expenditures	\$0
	Contribution	\$267,175
	Actual Ending Fund Balance	<u>\$590,566</u>
Fund 17	Special Reserve - Other than Capital Outlay	
	Beginning Balance	\$5,699,728
	Actual Revenues	
	Golden Handshake Repayment (TF from FD 01)	\$61,350
	Reserve Contribution	\$0
	Actual Expenditures	\$0
	Actual Ending Fund Balance	<u>\$5,761,078</u>
	Designations	
	Minimum Fund Balance Policy	\$4,951,831
	Cash Solvency Reserve	\$809,247
	Available Ending Fund Balance	<u>\$0</u>
	Sheltered Funds (included in designations)	
	Retiree H&W benefits reserve	-\$15,519
	School bus reserve	-\$32,459
	Classroom furniture reserve	-\$12,983
	Textbook adoption reserve	-\$32,459
	Photocopier lease reserve	-\$6,492
	Technology upgrade reserve	-\$12,983
 NOTE: For cash purposes, FD 01 needed to borrow \$1.5M on July 19, 2012 and \$3M on June 14, 2013. These amounts were repaid in September 2012 and August 2013 respectively.		
Fund 20	Post Employment Benefits Fund	
	Beginning Balance	\$3,239,089
	Actual Revenues (Interest)	\$16,337
	Actual Expenditures	
	TF to Fund 01 for 09/10 retirees H&W expenses	-\$302,106
	Actual Ending Fund Balance	<u>\$2,953,321</u>
Fund 21	Bond Fund	
	MEASURE A BOND	
	Beginning Balance	\$3,895,493
	Actual Revenues	
	Measure A Bond Proceeds	\$0
	Siemens settlement funds	\$738,888
	Interest	\$4,565
	Actual Expenditures	
	Measure A Bond Expenses	-\$3,024,603
	Ending Fund Balance	<u>\$1,614,343</u>
	Sheltered Funds	
	Reserve with US bank for QSCB debt service	\$1,628,683
	Available Ending Fund Balance	<u>-\$14,341</u>

**Sierra Sands Unified School District
Fund Balances
2012/2013 Unaudited Actuals**

LEASE REVENUE BOND		
Beginning Balance	\$397,136	
Actual Revenues	\$0	
Actual Expenditures		
Lease Revenue Bond Expenses	\$0	
Ending Fund Balance	\$397,136	
Sheltered Funds		
Reserve Fund Used for Final Bond Payment	\$297,136	
Available Ending Fund Balance	\$100,000	
Fund 25 Capital Facilities Fund - Developer Fees		
Beginning Balance	\$318,691	
Actual Revenues		
Interest	\$1,564	
Developer Fees	\$88,497	
Actual Expenditures	-\$223,753	
Actual Ending Fund Balance	\$184,999	
Fund 35 School Facilities Fund		
Interest Earned		
Beginning Balance	\$124,970	
Actual Revenue		
Interest	\$16,375	
Actual Expenditures	\$0	
	\$141,345	
CTE Facility Grant		
Beginning Balance	-\$862,509	
Actual Revenues		
Grant Revenues	\$360,159	
Donations	\$7,500	
Escrow Account Adjustment	\$2,614	
One-time ROP funds for loan	\$208,600	
IYKSFA TF in for CTE	\$2,100,000	
Actual Expenditures	-\$1,739,226	
Actual Ending Fund Balance	\$77,138	
STATE MATCHING FACILITIES FUNDS		
Beginning Balance	\$4,481,211	
Actual Revenues	\$0	
Actual Expenditures	\$0	
Actual Ending Fund Balance	\$4,481,211	
Sheltered Funds		
Reserved for capital facility needs	\$4,481,211	
Available Ending Fund Balance	\$0	
Fund 40 School Facilities Fund		
Interest Earned		
Beginning Balance	\$0	
Actual Revenue		
Interest	\$133	
Actual Expenditures	\$0	
	\$133	
DOD Facilities Federal Grant portion		
Beginning Balance	\$0	
Actual Revenues		
Grant Revenues	\$78,674	
Grant Revenue Current Receivables	\$297,172	
Actual Expenditures	-\$375,846	
Actual Ending Fund Balance	\$0	
DOD Facilities Local Contribution portion		
Beginning Balance	\$0	
Actual Revenues		
IYKSFA Contribution	\$2,000,000	
Actual Expenditures	-\$67,585	
Actual Ending Fund Balance	\$1,932,415	

**Sierra Sands Unified School District
Fund Balances
2012/2013 Unaudited Actuals**

IYKSFA	Inyo- Kern Schools Financing Authority	
	Beginning Balance	\$7,956,741
	Actual Revenues	
	Interest	\$29,032
	Payments from Lone Pine	\$1,009,259
	Actual Expenditures	
	Voice Over IP	-\$156,499
	Short term Project Manager	-\$21,554
	Gateway Skylight	-\$32,400
	CTE Facility Project	-\$2,100,000
	DOD Facility Project BHS/Murray	-\$2,000,000
	Actual Ending Fund Balance	<u><u>\$4,684,579</u></u>
	Designations	
	BHS Special Ed flooring	\$7,000
	PAC compressors, air handlers, mansard & flat roof	\$1,000,000
	PAC temporary cooling units	\$50,000
	Las Flores Modernization completion	\$1,500,000
	Richmond shade structure completion	\$500,000
	Richmond flooring	\$50,000
	Gateway large skylights	\$70,000
	Mesquite rewiring	\$800,000
	Pierce Video Surveillance	\$140,000
	Available Ending Fund Balance	<u><u>\$567,579</u></u>

Unaudited Actuals
FINANCIAL REPORTS
2012-13 Unaudited Actuals
Summary of Unaudited Actual Data Submission

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	58.30%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
CORR	Total Cost for Adults in Correctional Facilities If the amount received for this program exceeds actual costs, the next apportionment is subject to reduction (EC 1909, 41841.5, and the Budget Act).	
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your appropriations limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	\$0.00
	Adjusted Appropriations Limit	\$29,361,978.70
	Appropriations Subject to Limit	\$27,661,419.78
	These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2014-15, subject to CDE approval.	5.36%
NCMOE	No Child Left Behind (NCLB) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2014-15 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
TRAN	Approved Transportation Expense - Home-to-School	\$903,968.11
	Approved Transportation Expense - SD/OI For each of these programs, if the amount received exceeds actual costs, the next apportionment is subject to reduction (EC 41851.5[c]).	\$725,073.18

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2012-13 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Sep 19, 2013

To the Superintendent of Public Instruction:

2012-13 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

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District Advisory - Fiscal Consultant
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For School District:

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Director of Finance & Budget
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E-mail Address

SELECTION OF BUDGET ADOPTION CYCLE:

Pursuant to Education Code Section 42127(i), this school district elects to use the following budget adoption cycle for the 2014-15 budget year:

(S) Budget Adoption Cycle ('D' for Dual or 'S' for Single)

			2012-13 Unaudited Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
A. REVENUES									
1) Revenue Limit Sources		8010-8099	25,172,512.23	1,640,434.44	26,812,946.67	25,081,051.19	1,754,088.41	26,835,139.60	0.1%
2) Federal Revenue		8100-8299	3,720,806.31	2,813,789.84	6,534,596.15	1,504,813.09	2,563,643.00	4,068,456.09	-37.7%
3) Other State Revenue		8300-8599	4,291,026.79	4,413,540.18	8,704,566.97	4,276,279.75	4,402,260.00	8,678,539.75	-0.3%
4) Other Local Revenue		8600-8799	564,561.55	449,820.65	1,014,382.20	421,325.34	196,000.00	617,325.34	-39.1%
5) TOTAL REVENUES			33,748,906.88	9,317,585.11	43,066,491.99	31,283,469.37	8,915,991.41	40,199,460.78	-6.7%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	13,843,023.26	4,479,655.85	18,322,679.11	13,897,485.43	4,250,456.88	18,147,942.31	-1.0%
2) Classified Salaries		2000-2999	3,885,939.40	2,064,710.86	5,950,650.26	3,946,893.31	2,075,930.19	6,022,823.50	1.2%
3) Employee Benefits		3000-3999	8,445,853.78	2,930,784.76	11,376,638.54	8,945,708.01	3,059,550.29	12,005,258.30	5.5%
4) Books and Supplies		4000-4999	1,378,998.84	712,114.15	2,091,112.99	1,077,800.03	632,715.30	1,710,515.33	-18.2%
5) Services and Other Operating Expenditures		5000-5999	3,188,799.66	908,219.53	4,097,019.19	3,042,480.50	1,175,287.27	4,217,767.77	2.9%
6) Capital Outlay		6000-6999	888,041.81	175,980.62	1,064,022.43	334,300.00	0.00	334,300.00	-68.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	412,134.21	292,982.50	705,116.71	445,312.08	292,783.00	738,095.08	4.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(206,495.57)	113,898.79	(92,596.78)	(142,436.29)	72,436.29	(70,000.00)	-24.4%
9) TOTAL EXPENDITURES			31,836,295.39	11,678,347.06	43,514,642.45	31,547,543.07	11,559,159.22	43,106,702.29	-0.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			1,912,611.49	(2,360,761.95)	(448,150.46)	(264,073.70)	(2,643,167.81)	(2,907,241.51)	548.7%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	302,105.73	0.00	302,105.73	309,775.92	0.00	309,775.92	2.5%
b) Transfers Out		7600-7629	328,525.00	0.00	328,525.00	329,752.00	0.00	329,752.00	0.4%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(2,498,975.62)	2,498,975.62	0.00	(2,590,927.41)	2,590,927.41	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(2,525,394.89)	2,498,975.62	(26,419.27)	(2,610,903.49)	2,590,927.41	(19,976.08)	-24.4%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(612,783.40)	138,213.67	(474,569.73)	(2,874,977.19)	(52,240.40)	(2,927,217.59)	516.8%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	7,883,524.65	668,183.50	8,551,708.15	7,270,741.25	795,299.72	8,066,040.97	-5.7%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,883,524.65	668,183.50	8,551,708.15	7,270,741.25	795,299.72	8,066,040.97	-5.7%
d) Other Restatements		9795	0.00	(11,097.45)	(11,097.45)	0.00	0.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,883,524.65	657,086.05	8,540,610.70	7,270,741.25	795,299.72	8,066,040.97	-5.6%
2) Ending Balance, June 30 (E + F1e)			7,270,741.25	795,299.72	8,066,040.97	4,395,764.06	743,059.32	5,138,823.38	-36.3%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	22,000.00	0.00	22,000.00	22,000.00	0.00	22,000.00	0.0%
Stores		9712	61,964.35	0.00	61,964.35	50,000.00	0.00	50,000.00	-19.3%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	795,299.72	795,299.72	0.00	743,059.32	743,059.32	-6.6%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	4,994,618.53	0.00	4,994,618.53	2,151,941.34	0.00	2,151,941.34	-56.9%
d) Assigned									
Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	2,192,158.37	0.00	2,192,158.37	2,171,822.72	0.00	2,171,822.72	-0.9%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

			2012-13 Unaudited Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
G. ASSETS									
1) Cash									
a) in County Treasury		9110	12,802,066.39	(800,852.28)	12,001,214.11				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	67,810.00	67,810.00				
c) in Revolving Fund		9130	22,000.00	0.00	22,000.00				
d) with Fiscal Agent		9135	0.00	0.00	0.00				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	68,406.15	179,102.59	247,508.74				
4) Due from Grantor Government		9290	6,856,904.41	1,729,466.78	8,586,371.19				
5) Due from Other Funds		9310	345,837.66	0.00	345,837.66				
6) Stores		9320	61,964.35	0.00	61,964.35				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			20,157,178.96	1,175,527.09	21,332,706.05				
H. LIABILITIES									
1) Accounts Payable		9500	2,430,070.31	236,974.95	2,667,045.26				
2) Due to Grantor Governments		9590	7,359,076.98	127,570.00	7,486,646.98				
3) Due to Other Funds		9610	3,097,290.42	11,682.42	3,108,972.84				
4) Current Loans		9640	0.00	0.00	0.00				
5) Deferred Revenue		9650	0.00	4,000.00	4,000.00				
6) TOTAL, LIABILITIES			12,886,437.71	380,227.37	13,266,665.08				
I. FUND EQUITY									
Ending Fund Balance, June 30 (must agree with line F2) (G9 - H6)			7,270,741.25	795,299.72	8,066,040.97				

			2012-13 Unaudited Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
REVENUE LIMIT SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	9,181,349.73	0.00	9,181,349.73	22,864,692.31	0.00	22,864,692.31	149.0%
Education Protection Account State Aid - Current Year		8012	5,550,498.00	0.00	5,550,498.00	0.00	0.00	0.00	-100.0%
Charter Schools General Purpose Entitlement - State Aid		8015	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Aid - Prior Years		8019	811,799.81	0.00	811,799.81	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	37,997.28	0.00	37,997.28	0.00	0.00	0.00	-100.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	73,817.84	0.00	73,817.84	37,358.00	0.00	37,358.00	-49.4%
County & District Taxes									
Secured Roll Taxes		8041	3,943,435.71	0.00	3,943,435.71	4,485,771.00	0.00	4,485,771.00	13.8%
Unsecured Roll Taxes		8042	325,930.18	0.00	325,930.18	308,569.00	0.00	308,569.00	-5.3%
Prior Years' Taxes		8043	(3,051.41)	0.00	(3,051.41)	0.00	0.00	0.00	-100.0%
Supplemental Taxes		8044	247,878.26	0.00	247,878.26	59,479.00	0.00	59,479.00	-76.0%
Education Revenue Augmentation Fund (ERAF)		8045	(649,983.71)	0.00	(649,983.71)	(707,116.00)	0.00	(707,116.00)	8.8%
Community Redevelopment Funds (SB 617/699/1992)		8047	7,530,532.95	0.00	7,530,532.95	0.00	0.00	0.00	-100.0%
Penalties and Interest from Delinquent Taxes		8048	5,473.53	0.00	5,473.53	0.00	0.00	0.00	-100.0%
Miscellaneous Funds (EC 41604)									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-Revenue Limit (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, Revenue Limit Sources			27,055,678.17	0.00	27,055,678.17	27,048,753.31	0.00	27,048,753.31	0.0%
Revenue Limit Transfers									
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	(1,640,434.44)		(1,640,434.44)	(1,754,088.41)		(1,754,088.41)	6.9%
Continuation Education ADA Transfer	2200	8091		538,494.76	538,494.76		519,416.14	519,416.14	-3.5%
Community Day Schools Transfer	2430	8091		0.00	0.00		0.00	0.00	0.0%
Special Education ADA Transfer	6500	8091		1,101,939.68	1,101,939.68		1,234,672.27	1,234,672.27	12.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction Transfer		8092	71,462.28	0.00	71,462.28	72,157.29	0.00	72,157.29	1.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(314,193.78)	0.00	(314,193.78)	(285,771.00)	0.00	(285,771.00)	-9.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			25,172,512.23	1,640,434.44	26,812,946.67	25,081,051.19	1,754,088.41	26,835,139.60	0.1%
FEDERAL REVENUE									
Maintenance and Operations		8110	3,698,184.60	0.00	3,698,184.60	1,500,000.00	0.00	1,500,000.00	-59.4%
Special Education Entitlement		8181	0.00	912,163.00	912,163.00	0.00	912,163.00	912,163.00	0.0%
Special Education Discretionary Grants		8182	0.00	111,688.00	111,688.00	0.00	111,901.00	111,901.00	0.2%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	1,907.56	0.00	1,907.56	4,813.09	0.00	4,813.09	152.3%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290		1,296,252.57	1,296,252.57		1,152,818.00	1,152,818.00	-11.1%
NCLB: Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290		308,309.33	308,309.33		192,027.00	192,027.00	-37.7%
NCLB: Title III, Immigrant Education Program	4201	8290		8,000.00	8,000.00		8,000.00	8,000.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals			2013-14 Budget			% Diff Column G & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290		42,297.95	42,297.95		45,552.00	45,552.00	7.7%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
	3011-3020, 3026-3205, 4036-4126, 5510	8290		2,000.00	2,000.00		0.00	0.00	-100.0%
Other No Child Left Behind									
Vocational and Applied Technology Education	3500-3699	8290		41,393.00	41,393.00		41,182.00	41,182.00	-0.5%
Safe and Drug Free Schools	3700-3799	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	20,714.15	91,685.99	112,400.14	0.00	100,000.00	100,000.00	-11.0%
TOTAL, FEDERAL REVENUE			3,720,806.31	2,813,789.84	6,534,596.15	1,504,813.09	2,563,643.00	4,068,456.09	-37.7%
OTHER STATE REVENUE									
Other State Apportionments									
Community Day School Additional Funding Current Year	2430	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	2430	8319		0.00	0.00		0.00	0.00	0.0%
ROC/P Entitlement Current Year	6355-6360	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6355-6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		2,285,120.00	2,285,120.00		2,295,975.00	2,295,975.00	0.5%
Prior Years	6500	8319		(97.00)	(97.00)		0.00	0.00	-100.0%
Home-to-School Transportation	7230	8311		499,608.00	499,608.00		499,608.00	499,608.00	0.0%
Economic Impact Aid	7090-7091	8311		549,768.00	549,768.00		549,768.00	549,768.00	0.0%
Spec. Ed. Transportation	7240	8311		32,567.00	32,567.00		32,567.00	32,567.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	218,221.32	133,364.00	351,585.32	210,000.00	133,364.00	343,364.00	-2.3%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Year Round School Incentive		8425	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Class Size Reduction, K-3		8434	890,001.00	0.00	890,001.00	890,001.00	0.00	890,001.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	143,923.88	0.00	143,923.88	222,121.00	0.00	222,121.00	54.3%
Lottery - Unrestricted and Instructional Materials		8560	640,485.35	166,324.43	806,809.78	621,760.00	151,551.00	773,311.00	-4.2%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590		0.00	0.00		0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		334,869.00	334,869.00		334,869.00	334,869.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650-6690	8590		0.00	0.00		0.00	0.00	0.0%
Healthy Start	6240	8590		0.00	0.00		0.00	0.00	0.0%
Class Size Reduction Facilities	6200	8590		0.00	0.00		0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	2,398,395.24	412,016.75	2,810,411.99	2,332,397.75	404,558.00	2,736,955.75	-2.6%
TOTAL, OTHER STATE REVENUE			4,291,026.79	4,413,540.18	8,704,566.97	4,276,279.75	4,402,260.00	8,678,539.75	-0.3%

			2012-13 Unaudited Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to RL Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-Revenue									
Limit Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	25,268.33	203,899.65	229,167.98	17,000.00	175,000.00	192,000.00	-16.2%
Interest		8660	54,402.60	0.00	54,402.60	70,000.00	0.00	70,000.00	28.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	20,109.23	20,109.23	0.00	21,000.00	21,000.00	4.4%
Transportation Services	7230, 7240	8677		0.00	0.00		0.00	0.00	0.0%
Interagency Services	All Other	8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	7.57	0.00	7.57	0.00	0.00	0.00	-100.0%
Other Local Revenue									
Plus: Misc Funds Non-Revenue Limit (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	274,429.57	225,811.77	500,241.34	177,826.26	0.00	177,826.26	-64.5%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	210,453.48	0.00	210,453.48	156,499.08	0.00	156,499.08	-25.6%
TOTAL, OTHER LOCAL REVENUE			564,561.55	449,820.65	1,014,382.20	421,325.34	196,000.00	617,325.34	-39.1%
TOTAL, REVENUES			33,748,906.88	9,317,585.11	43,066,491.99	31,283,469.37	8,915,991.41	40,199,460.78	-8.7%

			2012-13 Unaudited Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
CERTIFICATED SALARIES									
Cortificated Teachers' Salaries		1100	11,520,707.14	3,426,539.85	14,947,246.99	11,535,625.72	3,256,354.08	14,791,979.80	-1.0%
Cortificated Pupil Support Salaries		1200	759,873.82	855,003.20	1,614,877.02	798,776.65	774,124.35	1,572,901.00	-2.6%
Certificated Supervisors' and Administrators' Salaries		1300	1,562,385.50	174,067.80	1,736,453.30	1,563,083.06	219,978.45	1,783,061.51	2.7%
Other Certificated Salaries		1900	56.80	24,045.00	24,101.80	0.00	0.00	0.00	-100.0%
TOTAL, CERTIFICATED SALARIES			13,843,023.26	4,479,655.85	18,322,679.11	13,897,485.43	4,250,456.88	18,147,942.31	-1.0%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	53,365.68	1,133,410.79	1,186,776.47	39,141.90	1,166,972.75	1,206,114.65	1.6%
Classified Support Salaries		2200	1,539,956.29	591,564.46	2,131,520.75	1,615,322.21	587,823.84	2,203,146.05	3.4%
Classified Supervisors' and Administrators' Salaries		2300	380,269.86	37,605.12	417,874.98	394,724.47	33,444.90	428,169.37	2.5%
Clerical, Technical and Office Salaries		2400	1,495,828.35	212,913.25	1,708,741.60	1,487,901.69	197,537.33	1,685,439.02	-1.4%
Other Classified Salaries		2900	416,519.22	89,217.24	505,736.46	409,803.04	90,151.37	499,954.41	-1.1%
TOTAL, CLASSIFIED SALARIES			3,885,939.40	2,064,710.86	5,950,650.26	3,946,893.31	2,075,930.19	6,022,823.50	1.2%
EMPLOYEE BENEFITS									
STRS		3101-3102	1,112,042.11	363,532.88	1,475,574.99	1,119,474.37	350,738.97	1,470,213.34	-0.4%
PERS		3201-3202	637,749.39	338,516.26	976,265.65	671,767.01	372,191.17	1,043,958.18	6.9%
OASDI/Medicare/Alternative		3301-3302	490,945.20	210,586.24	701,531.44	499,429.49	214,929.77	714,359.26	1.8%
Health and Welfare Benefits		3401-3402	4,549,938.78	1,876,470.82	6,426,409.60	4,976,753.82	2,039,726.46	7,016,480.28	9.2%
Unemployment Insurance		3501-3502	206,478.08	70,009.84	276,487.92	9,121.25	3,189.38	12,310.63	-95.5%
Workers' Compensation		3601-3602	140,610.08	59,329.05	199,939.13	187,013.39	66,322.91	253,336.30	26.7%
OPEB, Allocated		3701-3702	1,249,492.84	0.00	1,249,492.84	1,422,874.00	0.00	1,422,874.00	13.9%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
PERS Reduction		3801-3802	58,597.30	12,339.67	70,936.97	59,274.68	12,451.63	71,726.31	1.1%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			8,445,853.78	2,930,784.76	11,376,638.54	8,945,708.01	3,059,550.29	12,005,258.30	5.5%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	205,352.64	28,669.20	234,021.84	100.00	40,000.00	40,100.00	-82.9%
Books and Other Reference Materials		4200	16,150.47	14,184.19	30,334.66	20,955.03	0.00	20,955.03	-30.9%
Materials and Supplies		4300	821,563.20	515,806.00	1,337,369.20	861,995.00	532,691.30	1,394,686.30	4.3%
Noncapitalized Equipment		4400	335,932.53	153,454.76	489,387.29	194,750.00	60,024.00	254,774.00	-47.9%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,378,998.84	712,114.15	2,091,112.99	1,077,800.03	632,715.30	1,710,515.33	-18.2%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	6,840.63	207,445.33	214,285.96	0.00	193,714.00	193,714.00	-9.6%
Travel and Conferences		5200	136,452.85	210,614.19	347,067.04	133,151.50	192,905.72	326,057.22	-6.1%
Dues and Memberships		5300	20,316.94	1,599.95	21,916.89	25,759.00	1,650.00	27,409.00	25.1%
Insurance		5400 - 5450	144,845.76	62,737.67	207,583.43	147,505.00	62,700.00	210,205.00	1.3%
Operations and Housekeeping Services		5500	1,438,785.24	51,541.66	1,490,326.90	1,400,542.00	66,600.00	1,467,142.00	-1.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	247,466.80	158,200.28	405,667.08	189,325.00	61,200.00	250,525.00	-38.2%
Transfers of Direct Costs		5710	108,614.84	(108,614.84)	0.00	106,016.00	(106,016.00)	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(40,329.52)	0.00	(40,329.52)	(6,560.00)	0.00	(6,560.00)	-83.7%
Professional/Consulting Services and Operating Expenditures		5800	963,252.51	321,073.11	1,284,325.62	877,110.00	698,603.55	1,575,713.55	22.7%
Communications		5900	162,553.61	3,622.18	166,175.79	169,632.00	3,930.00	173,562.00	4.4%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			3,188,799.66	908,219.53	4,097,019.19	3,042,480.50	1,175,287.27	4,217,767.77	2.9%

			2012-13 Unaudited Actuals			2013-14 Budget			
Description	Resource Codes	Object Codes	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	58,503.36	0.00	58,503.36	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	641,831.19	0.00	641,831.19	235,000.00	0.00	235,000.00	-63.4%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	175,103.71	0.00	175,103.71	76,000.00	0.00	76,000.00	-56.6%
Equipment Replacement		6500	12,603.55	175,980.62	188,584.17	23,300.00	0.00	23,300.00	-87.6%
TOTAL, CAPITAL OUTLAY			888,041.81	175,980.62	1,064,022.43	334,300.00	0.00	334,300.00	-68.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	20,978.00	0.00	20,978.00	20,978.00	0.00	20,978.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	243,053.15	162,982.50	406,035.65	267,835.00	157,783.00	425,618.00	4.8%
Other Debt Service - Principal		7439	148,103.06	130,000.00	278,103.06	156,499.08	135,000.00	291,499.08	4.8%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			412,134.21	292,982.50	705,116.71	445,312.08	292,783.00	738,095.08	4.7%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(113,898.79)	113,898.79	0.00	(72,436.29)	72,436.29	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(92,596.78)	0.00	(92,596.78)	(70,000.00)	0.00	(70,000.00)	-24.4%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(206,495.57)	113,898.79	(92,596.78)	(142,436.29)	72,436.29	(70,000.00)	-24.4%
TOTAL, EXPENDITURES									
			31,836,295.39	11,678,347.06	43,514,642.45	31,547,543.07	11,559,159.22	43,106,702.29	-0.9%

			2012-13 Unaudited Actuals			2013-14 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	302,105.73	0.00	302,105.73	309,775.92	0.00	309,775.92	2.5%
(a) TOTAL, INTERFUND TRANSFERS IN			302,105.73	0.00	302,105.73	309,775.92	0.00	309,775.92	2.5%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	61,350.00	0.00	61,350.00	62,577.00	0.00	62,577.00	2.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	267,175.00	0.00	267,175.00	267,175.00	0.00	267,175.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			328,525.00	0.00	328,525.00	329,752.00	0.00	329,752.00	0.4%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(2,498,975.62)	2,498,975.62	0.00	(2,590,927.41)	2,590,927.41	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(2,498,975.62)	2,498,975.62	0.00	(2,590,927.41)	2,590,927.41	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)									
			(2,525,394.89)	2,498,975.62	(26,419.27)	(2,610,903.49)	2,590,927.41	(19,976.08)	-24.4%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	201,814.00	201,000.00	-0.4%
4) Other Local Revenue		8600-8799	6,686.17	4,000.00	-40.2%
5) TOTAL REVENUES			208,500.17	205,000.00	-1.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	71,884.04	73,984.50	2.9%
2) Classified Salaries		2000-2999	25,168.27	25,352.44	0.7%
3) Employee Benefits		3000-3999	21,985.10	22,653.10	3.0%
4) Books and Supplies		4000-4999	6,531.77	12,000.00	83.7%
5) Services and Other Operating Expenditures		5000-5999	2,180.52	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			127,749.70	133,990.04	4.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			80,750.47	71,009.96	-12.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			80,750.47	71,009.96	-12.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	265,435.84	346,186.31	30.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			265,435.84	346,186.31	30.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			265,435.84	346,186.31	30.4%
2) Ending Balance, June 30 (E + F1e)			346,186.31	417,196.27	20.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	346,186.31	417,196.27	20.5%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	271,960.03		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	272.05		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	77,177.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			349,409.08		
H. LIABILITIES					
1) Accounts Payable		9500	3,222.77		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			3,222.77		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 - H6)			346,186.31		

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
FEDERAL REVENUE					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
No Child Left Behind	3105, 3200, 4045	8290	0.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.0%
All Other State Revenue		8590	201,814.00	201,000.00	-0.4%
TOTAL, OTHER STATE REVENUE			201,814.00	201,000.00	-0.4%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	1,110.17	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	5,576.00	4,000.00	-28.3%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			6,686.17	4,000.00	-40.2%
TOTAL, REVENUES			208,500.17	205,000.00	-1.7%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	69,650.00	65,000.00	-6.7%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	2,234.04	8,984.50	302.2%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			71,884.04	73,984.50	2.9%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	7,305.24	7,489.54	2.5%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	15,242.59	15,242.48	0.0%
Other Classified Salaries		2900	2,620.44	2,620.42	0.0%
TOTAL, CLASSIFIED SALARIES			25,168.27	25,352.44	0.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	5,399.23	6,103.71	13.0%
PERS		3201-3202	5,346.52	4,669.15	-12.7%
OASDI/Medicare/Alternative		3301-3302	3,325.04	3,012.24	-9.4%
Health and Welfare Benefits		3401-3402	5,482.66	7,368.89	34.4%
Unemployment Insurance		3501-3502	1,036.11	49.66	-95.2%
Workers' Compensation		3601-3602	892.31	1,043.04	16.9%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	503.23	406.41	-19.2%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			21,985.10	22,653.10	3.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	3,634.56	0.00	-100.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	2,897.21	12,000.00	314.2%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			6,531.77	12,000.00	83.7%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	993.55	0.00	-100.0%
Dues and Memberships		5300	60.00	0.00	-100.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	500.97	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	626.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,180.52	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			127,749.70	133,990.04	4.9%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	29,469.00	29,469.00	0.0%
3) Other State Revenue		8300-8599	361,888.25	424,400.00	17.3%
4) Other Local Revenue		8600-8799	105,764.37	0.00	-100.0%
5) TOTAL, REVENUES			497,121.62	453,869.00	-8.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	13,972.56	10,043.04	-28.1%
2) Classified Salaries		2000-2999	1,377.24	1,532.93	11.3%
3) Employee Benefits		3000-3999	4,706.22	3,840.02	-18.4%
4) Books and Supplies		4000-4999	11,214.69	18,709.00	66.8%
5) Services and Other Operating Expenditures		5000-5999	322,626.78	383,744.01	18.9%
6) Capital Outlay		6000-6999	4,019.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	36,000.00	36,000.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	5,814.75	0.00	-100.0%
9) TOTAL, EXPENDITURES			399,731.24	453,869.00	13.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			97,390.38	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			97,390.38	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	31,401.95	128,792.33	310.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			31,401.95	128,792.33	310.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			31,401.95	128,792.33	310.1%
2) Ending Balance, June 30 (E + F1e)			128,792.33	128,792.33	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	19,225.08	19,225.08	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	109,567.25	109,567.25	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	74,656.42		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	130.29		
4) Due from Grantor Government		9290	55,294.25		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			130,080.96		
H. LIABILITIES					
1) Accounts Payable		9500	5.01		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	281.62		
4) Current Loans		9640			
5) Deferred Revenue		9650	1,002.00		
6) TOTAL, LIABILITIES			1,288.63		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 - H6)			128,792.33		

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	29,469.00	29,469.00	0.0%
TOTAL, FEDERAL REVENUE			29,469.00	29,469.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6055, 6056, 6105	8590	358,214.25	405,691.00	13.3%
All Other State Revenue	All Other	8590	3,674.00	18,709.00	409.2%
TOTAL, OTHER STATE REVENUE			361,888.25	424,400.00	17.3%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	536.40	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	105,227.97	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			105,764.37	0.00	-100.0%
TOTAL, REVENUES			497,121.62	453,869.00	-8.7%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	13,972.56	10,043.04	-28.1%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			13,972.56	10,043.04	-28.1%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	1,377.24	1,532.93	11.3%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,377.24	1,532.93	11.3%
EMPLOYEE BENEFITS					
STRS		3101-3102	1,152.72	828.55	-28.1%
PERS		3201-3202	253.56	282.31	11.3%
OASDI/Medicare/Alternative		3301-3302	95.38	198.25	107.9%
Health and Welfare Benefits		3401-3402	2,877.94	2,379.00	-17.3%
Unemployment Insurance		3501-3502	166.14	5.79	-96.5%
Workers' Compensation		3601-3602	138.40	121.55	-12.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	22.08	24.57	11.3%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			4,706.22	3,840.02	-18.4%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	11,214.69	18,709.00	66.8%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			11,214.69	18,709.00	66.8%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	252,241.10	383,684.01	52.1%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	904.41	60.00	-93.4%
Professional/Consulting Services and Operating Expenditures		5800	69,481.27	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			322,626.78	383,744.01	18.9%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	4,019.00	0.00	-100.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			4,019.00	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	36,000.00	36,000.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			36,000.00	36,000.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	5,814.75	0.00	-100.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			5,814.75	0.00	-100.0%
TOTAL, EXPENDITURES			399,731.24	453,869.00	13.5%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a - b + c - d + e)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,300,514.11	1,444,903.00	11.1%
3) Other State Revenue		8300-8599	108,938.92	109,520.00	0.5%
4) Other Local Revenue		8600-8799	563,467.47	589,735.00	4.7%
5) TOTAL, REVENUES			1,972,920.50	2,144,158.00	8.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	572,044.47	577,033.94	0.9%
3) Employee Benefits		3000-3999	380,747.78	403,129.90	5.9%
4) Books and Supplies		4000-4999	981,013.69	1,010,694.00	3.0%
5) Services and Other Operating Expenditures		5000-5999	19,325.83	28,300.00	46.4%
6) Capital Outlay		6000-6999	18,718.26	55,000.00	193.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	86,782.03	70,000.00	-19.3%
9) TOTAL, EXPENDITURES			2,058,632.06	2,144,157.84	4.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(85,711.56)	0.16	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(85,711.56)	0.16	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	751,176.97	665,465.41	-11.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			751,176.97	665,465.41	-11.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			751,176.97	665,465.41	-11.4%
2) Ending Balance, June 30 (E + F1e)			665,465.41	665,465.57	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	27,287.01	0.00	-100.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	638,178.40	665,465.57	4.3%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	609,808.43		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	15,000.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	2,898.89		
4) Due from Grantor Government		9290	25,627.78		
5) Due from Other Funds		9310	2,185.51		
6) Stores		9320	27,287.01		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			682,807.62		
H. LIABILITIES					
1) Accounts Payable		9500	9,203.70		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	8,138.51		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			17,342.21		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 - H6)			665,465.41		

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
REVENUE LIMIT SOURCES					
Revenue Limit Transfers					
Unrestricted Revenue Limit Transfers - Current Year	0000	8091	0.00	0.00	0.0%
All Other Revenue Limit Transfers - Current Year	All Other	8091	0.00	0.00	0.0%
Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, REVENUE LIMIT SOURCES			0.00	0.00	0.0%
FEDERAL REVENUE					
Child Nutrition Programs		8220	1,300,514.11	1,444,903.00	11.1%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			1,300,514.11	1,444,903.00	11.1%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	108,938.92	109,520.00	0.5%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			108,938.92	109,520.00	0.5%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	501,190.85	525,735.00	4.9%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	3,742.19	4,000.00	6.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	58,534.43	60,000.00	2.5%
TOTAL, OTHER LOCAL REVENUE			563,467.47	589,735.00	4.7%
TOTAL, REVENUES			1,972,920.50	2,144,158.00	8.7%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	494,259.16	500,821.84	1.3%
Classified Supervisors' and Administrators' Salaries		2300	37,605.12	33,444.90	-11.1%
Clerical, Technical and Office Salaries		2400	40,180.19	42,767.20	6.4%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			572,044.47	577,033.94	0.9%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	92,092.29	93,627.46	1.7%
OASDI/Medicare/Alternative		3301-3302	41,381.79	39,994.49	-3.4%
Health and Welfare Benefits		3401-3402	236,096.12	262,870.87	11.3%
Unemployment Insurance		3501-3502	6,015.08	699.90	-88.4%
Workers' Compensation		3601-3602	5,162.50	5,937.18	15.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			380,747.78	403,129.90	5.9%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	26,655.14	24,000.00	-10.0%
Noncapitalized Equipment		4400	12,862.97	13,000.00	1.1%
Food		4700	941,495.58	973,694.00	3.4%
TOTAL, BOOKS AND SUPPLIES			981,013.69	1,010,694.00	3.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,075.18	7,500.00	597.6%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	6,290.41	6,500.00	3.3%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	4,749.84	6,500.00	36.8%
Professional/Consulting Services and Operating Expenditures		5800	6,207.67	6,800.00	9.5%
Communications		5900	1,002.73	1,000.00	-0.3%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			19,325.83	28,300.00	46.4%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	18,718.26	5,000.00	-73.3%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	50,000.00	New
TOTAL, CAPITAL OUTLAY			18,718.26	55,000.00	193.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	86,782.03	70,000.00	-19.3%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			86,782.03	70,000.00	-19.3%
TOTAL, EXPENDITURES			2,058,632.06	2,144,157.84	4.2%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a - b + c - d + e)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	198,549.00	198,549.00	0.0%
4) Other Local Revenue		8600-8799	1,489.45	0.00	-100.0%
5) TOTAL, REVENUES			200,038.45	198,549.00	-0.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			200,038.45	198,549.00	-0.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	267,175.00	267,175.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			267,175.00	267,175.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			467,213.45	465,724.00	-0.3%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	123,352.27	590,565.72	378.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			123,352.27	590,565.72	378.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			123,352.27	590,565.72	378.8%
2) Ending Balance, June 30 (E + F1e)			590,565.72	1,056,289.72	78.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	590,565.72	1,056,289.72	78.9%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	590,224.03		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	341.69		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			590,565.72		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 - H6)			590,565.72		

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
OTHER STATE REVENUE					
All Other State Revenue		8590	198,549.00	198,549.00	0.0%
TOTAL, OTHER STATE REVENUE			198,549.00	198,549.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	1,489.45	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,489.45	0.00	-100.0%
TOTAL, REVENUES			200,038.45	198,549.00	-0.7%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General, Special Reserve, & Building Funds		8915	267,175.00	267,175.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			267,175.00	267,175.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
Transfers of Restricted Balances		8997	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			267,175.00	267,175.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			0.00	0.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	61,350.00	62,577.00	2.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			61,350.00	62,577.00	2.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			61,350.00	62,577.00	2.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,699,728.31	5,761,078.31	1.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,699,728.31	5,761,078.31	1.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,699,728.31	5,761,078.31	1.1%
2) Ending Balance, June 30 (E + F1e)			5,761,078.31	5,823,655.31	1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	5,761,078.31	5,823,655.31	1.1%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	2,761,078.31		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	3,000,000.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			5,761,078.31		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 - H6)			5,761,078.31		

			2012-13	2013-14	Percent
Description	Resource Codes	Object Codes	Unaudited Actuals	Budget	Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	61,350.00	62,577.00	2.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			61,350.00	62,577.00	2.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			61,350.00	62,577.00	2.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	16,337.17	0.00	-100.0%
5) TOTAL, REVENUES			16,337.17	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			16,337.17	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	302,105.73	309,775.92	2.5%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(302,105.73)	(309,775.92)	2.5%

Unaudited Actuals
Special Reserve Fund for Postemployment Benefits
Expenditures by Object

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(285,768.56)	(309,775.92)	8.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,239,089.37	2,953,320.94	-8.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,239,089.37	2,953,320.94	-8.8%
d) Other Restatements		9795	0.13	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,239,089.50	2,953,320.94	-8.8%
2) Ending Balance, June 30 (E + F1e)			2,953,320.94	2,643,545.02	-10.5%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	2,953,320.94	2,643,545.02	-10.5%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Unaudited Actuals
Special Reserve Fund for Postemployment Benefits
Expenditures by Object

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	3,251,733.67		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	3,693.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			3,255,426.67		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	302,105.73		
4) Current Loans		9640			
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			302,105.73		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 - H6)			2,953,320.94		

Unaudited Actuals
Special Reserve Fund for Postemployment Benefits
Expenditures by Object

			2012-13	2013-14	Percent
Description	Resource Codes	Object Codes	Unaudited Actuals	Budget	Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	16,337.17	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			16,337.17	0.00	-100.0%
TOTAL, REVENUES			16,337.17	0.00	-100.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	302,105.73	309,775.92	2.5%
(b) TOTAL, INTERFUND TRANSFERS OUT			302,105.73	309,775.92	2.5%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)					
			(302,105.73)	(309,775.92)	2.5%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	743,452.99	0.00	-100.0%
5) TOTAL, REVENUES			743,452.99	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	1,711.60	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	164,984.07	0.00	-100.0%
6) Capital Outlay		6000-6999	2,857,907.63	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,024,603.30	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,281,150.31)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,281,150.31)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,398,112.62	2,011,478.69	-54.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,398,112.62	2,011,478.69	-54.3%
d) Other Restatements		9795	(105,483.62)	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,292,629.00	2,011,478.69	-53.1%
2) Ending Balance, June 30 (E + F1e)			2,011,478.69	2,011,478.69	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	397,135.93	397,135.93	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	1,614,342.76	1,614,342.76	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	76,696.93		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	1,925,819.21		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	482.43		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	279,610.33		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			2,282,608.90		
H. LIABILITIES					
1) Accounts Payable		9500	21,130.21		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	250,000.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			271,130.21		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 - H6)			2,011,478.69		

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	4,564.99	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	738,888.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			743,452.99	0.00	-100.0%
TOTAL, REVENUES			743,452.99	0.00	-100.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	1,711.60	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			1,711.60	0.00	-100.0%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	735.85	0.00	-100.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,170.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	150,901.70	0.00	-100.0%
Communications		5900	3,176.52	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			164,984.07	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	855,181.97	0.00	-100.0%
Buildings and Improvements of Buildings		6200	2,002,725.66	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			2,857,907.63	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			3,024,603.30	0.00	-100.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a - b + c - d + e)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	90,061.25	0.00	-100.0%
5) TOTAL, REVENUES			90,061.25	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	223,753.02	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			223,753.02	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(133,691.77)	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(133,691.77)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	318,690.93	184,999.16	-42.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			318,690.93	184,999.16	-42.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			318,690.93	184,999.16	-42.0%
2) Ending Balance, June 30 (E + F1e)			184,999.16	184,999.16	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	184,999.16	184,999.16	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	194,889.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	9,574.42		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			204,463.42		
H. LIABILITIES					
1) Accounts Payable		9500	19,464.26		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			19,464.26		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 - H6)			184,999.16		

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	1,564.16	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	88,497.09	0.00	-100.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			90,061.25	0.00	-100.0%
TOTAL, REVENUES			90,061.25	0.00	-100.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	131,579.62	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	92,173.40	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			223,753.02	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			223,753.02	0.00	-100.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	568,758.51	0.00	-100.0%
4) Other Local Revenue		8600-8799	1,263,980.45	0.00	-100.0%
5) TOTAL REVENUES			1,832,738.96	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	32,435.00	0.00	-100.0%
6) Capital Outlay		6000-6999	1,333,947.45	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	372,843.24	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			1,739,225.69	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			93,513.27	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			93,513.27	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,606,180.78	4,699,694.05	2.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,606,180.78	4,699,694.05	2.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,606,180.78	4,699,694.05	2.0%
2) Ending Balance, June 30 (E + F1e)			4,699,694.05	4,699,694.05	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	4,558,348.96	4,558,348.96	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	141,345.09	141,345.09	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	4,734,889.41		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	3,721.89		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			4,738,611.30		
H. LIABILITIES					
1) Accounts Payable		9500	38,917.25		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			38,917.25		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 - H6)			4,699,694.05		

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	360,159.00	0.00	-100.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	208,599.51	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			568,758.51	0.00	-100.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	16,375.31	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	10,114.39	0.00	-100.0%
All Other Transfers In from All Others		8799	1,237,490.75	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			1,263,980.45	0.00	-100.0%
TOTAL, REVENUES			1,832,738.96	0.00	-100.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	32,435.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			32,435.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	2,445.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	1,331,502.45	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,333,947.45	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	103,761.00	0.00	-100.0%
Other Debt Service - Principal		7439	269,082.24	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			372,843.24	0.00	-100.0%
TOTAL, EXPENDITURES			1,739,225.69	0.00	-100.0%

Description			2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
Resource Codes	Object Codes				
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds	8913		0.00	0.00	0.0%
Other Authorized Interfund Transfers In	8919		0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund	7613		0.00	0.00	0.0%
Other Authorized Interfund Transfers Out	7619		0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Unaudited Actuals
Special Reserve Fund for Capital Outlay Projects
Expenditures by Object

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	375,845.96	0.00	-100.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,000,133.37	0.00	-100.0%
5) TOTAL, REVENUES			2,375,979.33	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	37,438.90	0.00	-100.0%
6) Capital Outlay		6000-6999	405,991.69	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			443,430.59	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,932,548.74	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,932,548.74	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	0.01	1,932,548.75	19325487400.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.01	1,932,548.75	19325487400.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.01	1,932,548.75	19325487400.0%
2) Ending Balance, June 30 (E + F1e)			1,932,548.75	1,932,548.75	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,932,415.37	1,932,415.37	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	133.38	133.38	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,736,541.61		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	133.38		
4) Due from Grantor Government		9290	297,171.96		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			2,033,846.95		
H. LIABILITIES					
1) Accounts Payable		9500	65,986.40		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	35,311.80		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			101,298.20		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 - H6)			1,932,548.75		

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	375,845.96	0.00	-100.0%
TOTAL, FEDERAL REVENUE			375,845.96	0.00	-100.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to RL Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	133.37	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	2,000,000.00	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			2,000,133.37	0.00	-100.0%
TOTAL, REVENUES			2,375,979.33	0.00	-100.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
PERS Reduction		3801-3802	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Unaudited Actuals
Special Reserve Fund for Capital Outlay Projects
Expenditures by Object

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	34,174.30	0.00	-100.0%
Professional/Consulting Services and Operating Expenditures		5800	2,959.19	0.00	-100.0%
Communications		5900	305.41	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			37,438.90	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	145,768.14	0.00	-100.0%
Buildings and Improvements of Buildings		6200	260,223.55	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			405,991.69	0.00	-100.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			443,430.59	0.00	-100.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
To: Deferred Maintenance Fund		7615	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
A. REVENUES					
1) Revenue Limit Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	26,991.39	0.00	-100.0%
4) Other Local Revenue		8600-8799	1,235,822.37	0.00	-100.0%
5) TOTAL, REVENUES			1,262,813.76	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	1,237,948.76	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,237,948.76	0.00	-100.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			24,865.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			24,865.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	979,119.18	1,003,984.18	2.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			979,119.18	1,003,984.18	2.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			979,119.18	1,003,984.18	2.5%
2) Ending Balance, June 30 (E + F1e)			1,003,984.18	1,003,984.18	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	1,003,984.18	1,003,984.18	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,003,984.17		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Fund		9130	0.00		
d) with Fiscal Agent		9135	0.00		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,003,984.17		
H. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Deferred Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
I. FUND EQUITY					
Ending Fund Balance, June 30 (must agree with line F2) (G9 - H6)			1,003,984.17		

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	26,991.39	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			26,991.39	0.00	-100.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	1,177,118.69	0.00	-100.0%
Unsecured Roll		8612	45,157.99	0.00	-100.0%
Prior Years' Taxes		8613	26.00	0.00	-100.0%
Supplemental Taxes		8614	7,112.14	0.00	-100.0%
Penalties and Interest from Delinquent Non-Revenue Limit Taxes		8629	1,340.06	0.00	-100.0%
Interest		8660	5,067.49	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,235,822.37	0.00	-100.0%
TOTAL, REVENUES			1,262,813.76	0.00	-100.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	514,555.45	0.00	-100.0%
Bond Interest and Other Service Charges		7434	723,393.31	0.00	-100.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,237,948.76	0.00	-100.0%
TOTAL, EXPENDITURES			1,237,948.76	0.00	-100.0%

Description	Resource Codes	Object Codes	2012-13 Unaudited Actuals	2013-14 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES					
(a - b + c - d + e)			0.00	0.00	0.0%

Description	2012-13 Unaudited Actuals			2013-14 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
ELEMENTARY						
1. General Education			3,176.16	3,135.64	3,135.64	3,135.64
a. Kindergarten	372.72	370.72				
b. Grades One through Three	1,118.09	1,116.47				
c. Grades Four through Six	1,004.83	1,004.60				
d. Grades Seven and Eight	637.90	637.87				
e. Opportunity Schools and Full-Day Opportunity Classes						
f. Home and Hospital	2.17	2.39				
g. Community Day School						
2. Special Education						
a. Special Day Class	165.94	166.95	150.16	165.94	165.94	165.94
b. Nonpublic, Nonsectarian Schools (EC 56366[a][7])						
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions						
3. TOTAL, ELEMENTARY	3,301.65	3,299.00	3,326.32	3,301.58	3,301.58	3,301.58
HIGH SCHOOL						
4. General Education			1,409.80	1,367.35	1,367.35	1,367.35
a. Grades Nine through Twelve	1,272.59	1,262.48				
b. Continuation Education	103.42	101.79				
c. Opportunity Schools and Full-Day Opportunity Classes						
d. Home and Hospital	0.96	1.04				
e. Community Day School						
5. Special Education						
a. Special Day Class	57.05	56.86	60.51	57.05	57.05	57.05
b. Nonpublic, Nonsectarian Schools (EC 56366[a][7])						
c. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions						
6. TOTAL, HIGH SCHOOL	1,434.02	1,422.17	1,470.31	1,424.40	1,424.40	1,424.40
COUNTY SUPPLEMENT						
7. County Community Schools (EC 1982[a])						
a. Elementary	0.01	0.01	0.01	0.00	0.00	0.00
b. High School						
8. Special Education						
a. Special Day Class - Elementary						
b. Special Day Class - High School						
c. Nonpublic, Nonsectarian Schools - Elementary						
d. Nonpublic, Nonsectarian Schools - High School						
e. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - Elementary						
f. Nonpublic, Nonsectarian Schools - Licensed Children's Institutions - High School						
9. TOTAL, ADA REPORTED BY COUNTY OFFICES	0.01	0.01	0.01	0.00	0.00	0.00
10. TOTAL, K-12 ADA (sum lines 3, 6, and 9)	4,735.68	4,721.18	4,796.64	4,725.98	4,725.98	4,725.98
11. ADA for Necessary Small Schools also included in lines 3 and 6.			6.05			9.02
12. REGIONAL OCCUPATIONAL CENTERS & PROGRAMS*						

Description	2012-13 Unaudited Actuals			2013-14 Budget		
	P-2 ADA	Annual ADA	Revenue Limit ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Revenue Limit ADA
CLASSES FOR ADULTS						
13. Concurrently Enrolled Secondary Students*						
14. Adults Enrolled, State Apportioned*						
15. Students 21 Years or Older and Students 19 or Older Not Continuously Enrolled Since Their 18th Birthday, Participating in Full-Time Independent Study*						
16. TOTAL, CLASSES FOR ADULTS (sum lines 13 through 15)						
17. Adults in Correctional Facilities						
18. TOTAL, ADA (sum lines 10, 12, 16, and 17)	4,735.68	4,721.18	4,796.64	4,725.98	4,725.98	4,725.98
SUPPLEMENTAL INSTRUCTIONAL HOURS						
19. ELEMENTARY*						
20. HIGH SCHOOL*						
21. TOTAL, SUPPLEMENTAL INSTRUCTIONAL HOURS (sum lines 19 and 20)						
COMMUNITY DAY SCHOOLS - Additional Funds						
22. ELEMENTARY						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
23. HIGH SCHOOL						
a. 5th & 6th Hour (ADA) - Mandatory Expelled Pupils only						
b. 7th & 8th Hour Pupil Hours (Hours)*						
CHARTER SCHOOLS						
24. Charter ADA Funded Through the Block Grant						
a. Charters Sponsored by Unified Districts - Resident (EC 47660) (applicable only for unified districts with Charter School General Purpose Block Grant Offset recorded on line 30 in Form RL)						
b. All Other Block Grant Funded Charters						
25. Charter ADA Funded Through the Revenue Limit						
26. TOTAL, CHARTER SCHOOLS ADA (sum lines 24a, 24b, and 25)	0.00	0.00	0.00	0.00	0.00	0.00
27. SUPPLEMENTAL INSTRUCTIONAL HOURS*						
BASIC AID "CHOICE"/COURT ORDERED VOLUNTARY PUPIL TRANSFER						
28. Regular Elementary and High School ADA (SB 937)						
BASIC AID OPEN ENROLLMENT						
29. Regular Elementary and High School ADA						

*ADA is no longer collected as a result of flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011), currently in effect from 2008-09 through 2014-15.

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
Governmental Activities:						
Capital assets not being depreciated:						
Land	174,529.15		174,529.15			174,529.15
Work in Progress	55,934,233.71		55,934,233.71	5,320,918.58		61,255,152.29
Total capital assets not being depreciated	56,108,762.86	0.00	56,108,762.86	5,320,918.58	0.00	61,429,681.44
Capital assets being depreciated:						
Land Improvements	7,571,717.56		7,571,717.56			7,571,717.56
Buildings	26,605,932.59		26,605,932.59			26,605,932.59
Equipment	6,415,034.41		6,415,034.41	372,083.92	657,507.53	6,129,610.80
Total capital assets being depreciated	40,592,684.56	0.00	40,592,684.56	372,083.92	657,507.53	40,307,260.95
Accumulated Depreciation for:						
Land Improvements	(3,764,662.34)		(3,764,662.34)		429,067.93	(4,193,730.27)
Buildings	(15,262,129.29)		(15,262,129.29)		453,633.00	(15,715,762.29)
Equipment	(3,981,878.41)		(3,981,878.41)	180,767.90		(3,801,110.51)
Total accumulated depreciation	(23,008,670.04)	0.00	(23,008,670.04)	180,767.90	882,700.93	(23,710,603.07)
Total capital assets being depreciated, net	17,584,014.52	0.00	17,584,014.52	552,851.82	1,540,208.46	16,596,657.88
Governmental activity capital assets, net	73,692,777.38	0.00	73,692,777.38	5,873,770.40	1,540,208.46	78,026,339.32
Business-Type Activities:						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00

2012-13 Unaudited Actuals
FEDERAL GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

FEDERAL PROGRAM NAME FEDERAL CATALOG NUMBER RESOURCE CODE REVENUE OBJECT LOCAL DESCRIPTION (if any)	Title I	Sp Ed Local Assist	Sp Ed Local Assist Proportional Share	Sp Ed Preschool	Sp Ed Preschool Local Entitlement	Federal Special Ed Mental Health	Sp Ed PreK Staff Development
AWARD							
1. Prior Year Carryover	205,370.56	0.00	0.00	0.00	0.00	0.00	0.00
2. a. Current Year Award	1,152,818.00	903,163.00	9,000.00	29,847.00	36,365.00	18,995.00	1,000.00
b. Transferability (NCLB)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Other Adjustments	(1.00)	0.00	0.00	0.00	0.00	0.00	0.00
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	1,152,817.00	903,163.00	9,000.00	29,847.00	36,365.00	18,995.00	1,000.00
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2d, & 3)	1,358,187.56	903,163.00	9,000.00	29,847.00	36,365.00	18,995.00	1,000.00
REVENUES							
5. Revenue Deferred from Prior Year	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Cash Received in Current Year	1,114,593.56	690,101.00	9,000.00	29,847.00	36,365.00	18,995.00	250.00
7. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Total Available (sum lines 5, 6, & 7)	1,114,593.56	690,101.00	9,000.00	29,847.00	36,365.00	18,995.00	250.00
EXPENDITURES							
9. Donor-Authorized Expenditures	1,296,252.57	903,163.00	9,000.00	29,847.00	36,365.00	18,995.00	1,000.00
10. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. Total Expenditures (lines 9 & 10)	1,296,252.57	903,163.00	9,000.00	29,847.00	36,365.00	18,995.00	1,000.00
12. Amounts Included in Line 6 above for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(181,659.01)	(213,062.00)	0.00	0.00	0.00	0.00	(750.00)
a. Deferred Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Accounts Payable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Accounts Receivable	181,659.01	213,062.00	0.00	0.00	0.00	0.00	750.00
14. Unused Grant Award Calculation (line 4 minus line 9)	61,934.99	0.00	0.00	0.00	0.00	0.00	0.00
15. If Carryover is allowed, enter line 14 amount here	61,934.99	0.00	0.00	0.00	0.00	0.00	0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	1,296,252.57	903,163.00	9,000.00	29,847.00	36,365.00	18,995.00	1,000.00

2012-13 Unaudited Actuals
FEDERAL GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

FEDERAL PROGRAM NAME	Sp Ed Low Incidence	Carl Perkins Vocational Ed	Title II Part A Teacher Quality	Title II Part A Principal Training	Title III Immigrant Education	Title III LEP	TOTAL
FEDERAL CATALOG NUMBER							
RESOURCE CODE	3385	3550	4035	4036	4201	4203	
REVENUE OBJECT	8182	8290	8290	8290	8290	8290	
LOCAL DESCRIPTION (if any)							
AWARD							
1. Prior Year Carryover	0.00	0.00	118,255.54	4,500.00	0.00	4,970.34	333,096.44
2. a. Current Year Award	25,481.00	41,182.00	192,734.00	1,500.00	8,000.00	45,552.00	2,465,637.00
b. Transferability (NCLB)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Other Adjustments	0.00	211.00	0.00	0.00	0.00	0.00	210.00
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	25,481.00	41,393.00	192,734.00	1,500.00	8,000.00	45,552.00	2,465,847.00
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2d, & 3)	25,481.00	41,393.00	310,989.54	6,000.00	8,000.00	50,522.34	2,798,943.44
REVENUES							
5. Revenue Deferred from Prior Year	0.00	0.00	0.00	4,500.00	0.00	0.00	4,500.00
6. Cash Received in Current Year	12,741.00	39,628.34	204,371.54	1,500.00	8,000.00	38,199.34	2,203,591.78
7. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Total Available (sum lines 5, 6, & 7)	12,741.00	39,628.34	204,371.54	6,000.00	8,000.00	38,199.34	2,208,091.78
EXPENDITURES							
9. Donor-Authorized Expenditures	25,481.00	41,393.00	308,309.33	2,000.00	8,000.00	42,297.95	2,722,103.85
10. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. Total Expenditures (lines 9 & 10)	25,481.00	41,393.00	308,309.33	2,000.00	8,000.00	42,297.95	2,722,103.85
12. Amounts Included in Line 6 above for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(12,740.00)	(1,764.66)	(103,937.79)	4,000.00	0.00	(4,098.61)	(514,012.07)
a. Deferred Revenue	0.00	0.00	0.00	4,000.00	0.00	0.00	4,000.00
b. Accounts Payable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Accounts Receivable	12,740.00	1,764.66	103,937.79	0.00	0.00	4,098.61	518,012.07
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	0.00	2,680.21	4,000.00	0.00	8,224.39	76,839.59
15. If Carryover is allowed, enter line 14 amount here	0.00	0.00	2,680.21	4,000.00	0.00	8,224.39	76,839.59
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	25,481.00	41,393.00	308,309.33	2,000.00	8,000.00	42,297.95	2,722,103.85

2012-13 Unaudited Actuals
STATE GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

STATE PROGRAM NAME	ASES	Career Tech Ed - Middle Sch	Sp Ed Infant Discretionary	Sp Ed Workability	Sp Ed Low Incidence	Sp Ed Staff Development	TOTAL
RESOURCE CODE	6010	6385	6515	6520	6530	6535	
REVENUE OBJECT	8590	8590	8590	8590	8590	8590	
LOCAL DESCRIPTION (if any)							
AWARD							
1. a. Prior Year Carryover	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Restr Bal Transfers (Obj 8997)							0.00
c. Adjusted Prior Year Carryover (sum lines 1a & 1b)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. a. Current Year Award	334,869.00	0.00	6,527.00	115,904.00	5,945.00	6,709.00	469,954.00
b. Other Adjustments	0.00	1,341.75	0.00	0.00	0.00	0.00	1,341.75
c. Adj Curr Yr Award (sum lines 2a & 2b)	334,869.00	1,341.75	6,527.00	115,904.00	5,945.00	6,709.00	471,295.75
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1c, 2c, & 3)	334,869.00	1,341.75	6,527.00	115,904.00	5,945.00	6,709.00	471,295.75
REVENUES							
5. Revenue Deferred from Prior Year	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Cash Received in Current Year	301,382.10	1,341.75	0.00	57,952.00	5,945.00	6,709.00	373,329.85
7. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Total Available (sum lines 5, 6, & 7)	301,382.10	1,341.75	0.00	57,952.00	5,945.00	6,709.00	373,329.85
EXPENDITURES							
9. Donor-Authorized Expenditures	334,869.00	1,341.75	6,527.00	115,904.00	5,945.00	6,709.00	471,295.75
10. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. Total Expenditures (lines 9 & 10)	334,869.00	1,341.75	6,527.00	115,904.00	5,945.00	6,709.00	471,295.75
12. Amounts Included in Line 6 above for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(33,486.90)	0.00	(6,527.00)	(57,952.00)	0.00	0.00	(97,965.90)
a. Deferred Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
b. Accounts Payable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Accounts Receivable	33,486.90	0.00	6,527.00	57,952.00	0.00	0.00	97,965.90
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15. If Carryover is allowed, enter line 14 amount here	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	334,869.00	1,341.75	6,527.00	115,904.00	5,945.00	6,709.00	471,295.75

2012-13 Unaudited Actuals
LOCAL GRANT AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRED REVENUES

LOCAL PROGRAM NAME		TOTAL
RESOURCE CODE		
REVENUE OBJECT		
LOCAL DESCRIPTION (if any)		
AWARD		
1. a. Prior Year Carryover		0.00
b. Restr Bal Transfers (Obj 8997)		0.00
c. Adj Prior Year Carryover (sum lines 1a & 1b)	0.00	0.00
2. a. Current Year Award		0.00
b. Other Adjustments		0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	0.00	0.00
3. Required Matching Funds/Other		0.00
4. Total Available Award (sum lines 1c, 2c, & 3)	0.00	0.00
REVENUES		
5. Revenue Deferred from Prior Year		0.00
6. Cash Received in Current Year		0.00
7. Contributed Matching Funds		0.00
8. Total Available (sum lines 5, 6, & 7)	0.00	0.00
EXPENDITURES		
9. Donor-Authorized Expenditures		0.00
10. Non Donor-Authorized Expenditures		0.00
11. Total Expenditures (lines 9 & 10)	0.00	0.00
12. Amounts Included in Line 6 above for Prior Year Adjustments		0.00
13. Calculation of Deferred Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	0.00	0.00
a. Deferred Revenue		0.00
b. Accounts Payable		0.00
c. Accounts Receivable		0.00
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	0.00
15. If Carryover is allowed, enter line 14 amount here		0.00
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	0.00	0.00

2012-13 Unaudited Actuals
FEDERAL AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

FEDERAL PROGRAM NAME	MAA	MediCal	TOTAL
FEDERAL CATALOG NUMBER			
RESOURCE CODE	2	5640	
REVENUE OBJECT	8290	8290	
LOCAL DESCRIPTION (if any)			
AWARD			
1. Prior Year Restricted Ending Balance	350,232.16	0.00	350,232.16
2. a. Current Year Award	20,714.15	91,685.99	112,400.14
b. Other Adjustments	0.00	0.00	0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	20,714.15	91,685.99	112,400.14
3. Required Matching Funds/Other	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2c, & 3)	370,946.31	91,685.99	462,632.30
REVENUES			
5. Cash Received in Current Year	20,714.15	68,619.31	89,333.46
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	23,066.68	23,066.68
b. Noncurrent Accounts Receivable	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	23,066.68	23,066.68
8. Contributed Matching Funds	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	20,714.15	91,685.99	112,400.14
EXPENDITURES			
10. Donor-Authorized Expenditures	154,716.24	50,000.00	204,716.24
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00
12. Total Expenditures (line 10 plus line 11)	154,716.24	50,000.00	204,716.24
RESTRICTED ENDING BALANCE			
13. Current Year (line 4 minus line 10)	216,230.07	41,685.99	257,916.06

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STATE AWARDS,
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SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

STATE PROGRAM NAME	State Lottery	K-3 CSR	Education Protection Account EPA	Continuation High School	ELAP	Lottery: IMF	Special Education
RESOURCE CODE	1100	1300	1400	2200	6286	6300	6500
REVENUE OBJECT	8560	8434	8012	8091	8590	8560	8311
LOCAL DESCRIPTION (if any)							
AWARD							
1. a. Prior Year Restricted Ending Balance	0.00	0.00	0.00	0.00	12,404.32	96,248.98	16,965.00
b. Restr Bal Transfers (Obj 8997)							
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	0.00	0.00	0.00	0.00	12,404.32	96,248.98	16,965.00
2. a. Current Year Award	640,485.35	890,001.00	5,550,498.00	538,494.76	0.00	166,324.43	3,387,059.68
b. Other Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	1,139.27
c. Adj Curr Yr Award (sum lines 2a & 2b)	640,485.35	890,001.00	5,550,498.00	538,494.76	0.00	166,324.43	3,388,198.95
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1c, 2c, & 3)	640,485.35	890,001.00	5,550,498.00	538,494.76	12,404.32	262,573.41	3,405,163.95
REVENUES							
5. Cash Received in Current Year	373,420.37	482,432.00	5,550,498.00	538,494.76	0.00	68,035.26	2,662,269.95
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	267,064.98	407,569.00	0.00	0.00	0.00	98,289.17	725,929.00
b. Noncurrent Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	267,064.98	407,569.00	0.00	0.00	0.00	98,289.17	725,929.00
8. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	640,485.35	890,001.00	5,550,498.00	538,494.76	0.00	166,324.43	3,388,198.95
EXPENDITURES							
10. Donor-Authorized Expenditures	640,485.35	890,001.00	5,550,498.00	538,494.76	12,404.32	63,937.88	3,405,163.95
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00	196,741.42	0.00	0.00	1,213,403.72
12. Total Expenditures (line 10 plus line 11)	640,485.35	890,001.00	5,550,498.00	735,236.18	12,404.32	63,937.88	4,618,567.67
RESTRICTED ENDING BALANCE							
13. Current Year (line 4 minus line 10)	0.00	0.00	0.00	0.00	0.00	198,635.53	0.00

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STATE PROGRAM NAME	Sp Ed Infants	Sp Ed Mental Health	EIA SCE	EIA LEP	Home to School Transportation	Special Ed Transportation	CSR 9-12
RESOURCE CODE	6510	6512	7090	7091	7230	7240	0500 1200
REVENUE OBJECT	8311	8590	8311	8311	8311	8311	8590
LOCAL DESCRIPTION (if any)							
AWARD							
1. a. Prior Year Restricted Ending Balance	0.00	173,572.11	273,760.95	0.00	0.00	0.00	380,306.00
b. Restr Bal Transfers (Obj 8997)							
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	0.00	173,572.11	273,760.95	0.00	0.00	0.00	380,306.00
2. a. Current Year Award	133,364.00	275,590.00	262,114.63	287,653.37	499,608.00	32,567.00	112,420.00
b. Other Adjustments	0.00	0.00	0.00	0.00	196,089.85	0.00	0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	133,364.00	275,590.00	262,114.63	287,653.37	695,697.85	32,567.00	112,420.00
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1c, 2c, & 3)	133,364.00	449,162.11	535,875.58	287,653.37	695,697.85	32,567.00	492,726.00
REVENUES							
5. Cash Received in Current Year	64,579.00	209,909.00	262,114.63	287,653.37	519,717.23	32,567.00	112,420.00
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	68,785.00	65,681.00	0.00	0.00	175,980.62	0.00	0.00
b. Noncurrent Accounts Receivable	0.00	0.00	0.00	0.00	0.00		0.00
c. Current Accounts Receivable (line 7a minus line 7b)	68,785.00	65,681.00	0.00	0.00	175,980.62	0.00	0.00
8. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	133,364.00	275,590.00	262,114.63	287,653.37	695,697.85	32,567.00	112,420.00
EXPENDITURES							
10. Donor-Authorized Expenditures	133,364.00	118,816.12	402,979.03	287,653.37	695,697.85	32,567.00	0.00
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	335,341.52	653,275.96	0.00
12. Total Expenditures (line 10 plus line 11)	133,364.00	118,816.12	402,979.03	287,653.37	1,031,039.37	685,842.96	0.00
RESTRICTED ENDING BALANCE							
13. Current Year (line 4 minus line 10)	0.00	330,345.99	132,896.55	0.00	0.00	0.00	492,726.00

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STATE PROGRAM NAME	Community Day School	CalSAFE	Deferred Maintenance	Alternative Credentialing	CBET	ROP	Adult Education
RESOURCE CODE	0500 2430	0500 6091 and 92	FD 14	0500 6260	0500 6285	0500 6350	FD 11
REVENUE OBJECT	8590	8590	8590	8590	8590	8590	8590
LOCAL DESCRIPTION (if any)		Moms/Babies					
AWARD							
1. a. Prior Year Restricted Ending Balance	78,516.86	137,168.51	123,352.27	2,705.80	56,086.46	441,545.02	265,435.84
b. Restr Bal Transfers (Obj 8997)							
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	78,516.86	137,168.51	123,352.27	2,705.80	56,086.46	441,545.02	265,435.84
2. a. Current Year Award	26,544.00	96,869.00	198,549.00	0.00	12,562.00	745,209.00	201,814.00
b. Other Adjustments	0.00	0.00	1,489.45	0.00	0.00	(208,474.51)	6,686.17
c. Adj Curr Yr Award (sum lines 2a & 2b)	26,544.00	96,869.00	200,038.45	0.00	12,562.00	536,734.49	208,500.17
3. Required Matching Funds/Other	0.00	0.00	267,175.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1c, 2c, & 3)	105,060.86	234,037.51	590,565.72	2,705.80	68,648.46	978,279.51	473,936.01
REVENUES							
5. Cash Received in Current Year	15,658.00	96,869.00	199,696.76	0.00	12,562.00	350,535.49	208,228.12
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00		0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	10,886.00	0.00	341.69	0.00	0.00	186,199.00	272.05
b. Noncurrent Accounts Receivable	0.00	0.00	0.00	0.00	0.00		0.00
c. Current Accounts Receivable (line 7a minus line 7b)	10,886.00	0.00	341.69	0.00	0.00	186,199.00	272.05
8. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00		0.00
9. Total Available (sum lines 5, 7c, & 8)	26,544.00	96,869.00	200,038.45	0.00	12,562.00	536,734.49	208,500.17
EXPENDITURES							
10. Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	437,909.10	127,749.70
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12. Total Expenditures (line 10 plus line 11)	0.00	0.00	0.00	0.00	0.00	437,909.10	127,749.70
RESTRICTED ENDING BALANCE							
13. Current Year (line 4 minus line 10)	105,060.86	234,037.51	590,565.72	2,705.80	68,648.46	540,370.41	346,186.31

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STATE PROGRAM NAME	School Safety Block Grant (Carl Washington)	Art and Music Block Grant	CAHSEE	Supplemental School Counseling	GATE	Instructional Materials	PAR
RESOURCE CODE	0500 6405	0500 6760	0500 7055	0500 7080	0500 7140	0500 7156	0500 7271
REVENUE OBJECT	8590	8590	8590	8590	8590	8590	8590
LOCAL DESCRIPTION (if any)							
AWARD							
1. a. Prior Year Restricted Ending Balance	48,311.72	193,788.97	40,354.21	390,797.85	132,831.48	915,031.13	138,988.50
b. Restr Bal Transfers (Obj 8997)							
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	48,311.72	193,788.97	40,354.21	390,797.85	132,831.48	915,031.13	138,988.50
2. a. Current Year Award	76,511.00	79,382.00	32,875.00	160,271.00	39,563.00	304,727.00	17,389.00
b. Other Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	76,511.00	79,382.00	32,875.00	160,271.00	39,563.00	304,727.00	17,389.00
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1c, 2c, & 3)	124,822.72	273,170.97	73,229.21	551,068.85	172,394.48	1,219,758.13	156,377.50
REVENUES							
5. Cash Received in Current Year	39,848.00	79,382.00	32,875.00	160,271.00	23,328.00	304,727.00	17,389.00
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	36,663.00	0.00	0.00	0.00	16,235.00	0.00	0.00
b. Noncurrent Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	36,663.00	0.00	0.00	0.00	16,235.00	0.00	0.00
8. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	76,511.00	79,382.00	32,875.00	160,271.00	39,563.00	304,727.00	17,389.00
EXPENDITURES							
10. Donor-Authorized Expenditures	49,443.10	0.00	0.00	42,483.27	3,916.89	0.00	6,859.36
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12. Total Expenditures (line 10 plus line 11)	49,443.10	0.00	0.00	42,483.27	3,916.89	0.00	6,859.36
RESTRICTED ENDING BALANCE							
13. Current Year (line 4 minus line 10)	75,379.62	273,170.97	73,229.21	508,585.58	168,477.59	1,219,758.13	149,518.14

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STATE PROGRAM NAME	Math and Reading Training	Math and Reading - ELL	Admin Training Program	Pupil Retention Block Grant	Teacher Credentialing Block Grant	Professional Development Block Grant	Targeted Instructional Block Grant (TIIG)
RESOURCE CODE	0500 7294	0500 7296	0500 7325	0500 7390	0500 7392	0500 7393	0500 7394
REVENUE OBJECT	8590	8590	8590	8590	8590	8590	8590
LOCAL DESCRIPTION (if any)							
AWARD							
1. a. Prior Year Restricted Ending Balance	81,747.00	28,062.00	(1,876.00)	40,233.88	2,168.48	501,123.74	427,930.00
b. Restr Bal Transfers (Obj 8997)							
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	81,747.00	28,062.00	(1,876.00)	40,233.88	2,168.48	501,123.74	427,930.00
2. a. Current Year Award	24,050.00	14,029.00	0.00	26,482.00	18,800.00	136,950.00	213,933.00
b. Other Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	24,050.00	14,029.00	0.00	26,482.00	18,800.00	136,950.00	213,933.00
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1c, 2c, & 3)	105,797.00	42,091.00	(1,876.00)	66,715.88	20,968.48	638,073.74	641,863.00
REVENUES							
5. Cash Received in Current Year	24,050.00	14,029.00	0.00	26,482.00	18,800.00	136,950.00	188,886.00
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	0.00	0.00	0.00	0.00	25,047.00
b. Noncurrent Accounts Receivable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	0.00	0.00	0.00	0.00	25,047.00
8. Contributed Matching Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	24,050.00	14,029.00	0.00	26,482.00	18,800.00	136,950.00	213,933.00
EXPENDITURES							
10. Donor-Authorized Expenditures	0.00	0.00	0.00	43,090.46	27,106.15	9,625.87	0.00
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
12. Total Expenditures (line 10 plus line 11)	0.00	0.00	0.00	43,090.46	27,106.15	9,625.87	0.00
RESTRICTED ENDING BALANCE							
13. Current Year (line 4 minus line 10)	105,797.00	42,091.00	(1,876.00)	23,625.42	(6,137.67)	628,447.87	641,863.00

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STATE PROGRAM NAME	SLIBG	Discretionary Block Grant (amount that was swept 8997)	TOTAL
RESOURCE CODE	0500 7395	0500 7396	
REVENUE OBJECT	8590	8997	
LOCAL DESCRIPTION (if any)			
AWARD			
1. a. Prior Year Restricted Ending Balance	608,337.44	23,760.03	5,629,658.55
b. Restr Bal Transfers (Obj 8997)			0.00
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	608,337.44	23,760.03	5,629,658.55
2. a. Current Year Award	467,165.00	0.00	15,669,854.22
b. Other Adjustments	0.00	0.00	(3,069.77)
c. Adj Curr Yr Award (sum lines 2a & 2b)	467,165.00	0.00	15,666,784.45
3. Required Matching Funds/Other	0.00	0.00	267,175.00
4. Total Available Award (sum lines 1c, 2c, & 3)	1,075,502.44	23,760.03	21,563,618.00
REVENUES			
5. Cash Received in Current Year	467,165.00	0.00	13,581,841.94
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	2,084,942.51
b. Noncurrent Accounts Receivable	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	2,084,942.51
8. Contributed Matching Funds	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	467,165.00	0.00	15,666,784.45
EXPENDITURES			
10. Donor-Authorized Expenditures	327,935.41	0.00	13,848,181.94
11. Non Donor-Authorized Expenditures	0.00	0.00	2,398,762.62
12. Total Expenditures (line 10 plus line 11)	327,935.41	0.00	16,246,944.56
RESTRICTED ENDING BALANCE			
13. Current Year (line 4 minus line 10)	747,567.03	23,760.03	7,715,436.06

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LOCAL AWARDS,
REVENUES, AND EXPENDITURES - ALL FUNDS
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

LOCAL PROGRAM NAME	Sierra Vista Center	Microsoft Settlement	TOTAL
RESOURCE CODE	9021	9022	
REVENUE OBJECT	8650	8699	
LOCAL DESCRIPTION (if any)			
AWARD			
1. a. Prior Year Restricted Ending Balance	77,941.24	17,290.90	95,232.14
b. Restr Bal Transfers (Obj 8997)			0.00
c. Adj PY Restricted Ending Bal (sum lines 1a & 1b)	77,941.24	17,290.90	95,232.14
2. a. Current Year Award	203,899.65	48,594.88	252,494.53
b. Other Adjustments	(11,097.45)	0.00	(11,097.45)
c. Adj Curr Yr Award (sum lines 2a & 2b)	192,802.20	48,594.88	241,397.08
3. Required Matching Funds/Other	0.00	0.00	0.00
4. Total Available Award (sum lines 1c, 2c, & 3)	270,743.44	65,885.78	336,629.22
REVENUES			
5. Cash Received in Current Year	203,899.65	48,594.88	252,494.53
6. Amounts Included in Line 5 for Prior Year Adjustments	(11,097.45)	0.00	(11,097.45)
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	0.00	0.00	0.00
b. Noncurrent Accounts Receivable	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	0.00	0.00
8. Contributed Matching Funds	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	203,899.65	48,594.88	252,494.53
EXPENDITURES			
10. Donor-Authorized Expenditures	244,674.68	0.00	244,674.68
11. Non Donor-Authorized Expenditures	100,000.00	0.00	100,000.00
12. Total Expenditures (line 10 plus line 11)	344,674.68	0.00	344,674.68
RESTRICTED ENDING BALANCE			
13. Current Year (line 4 minus line 10)	26,068.76	65,885.78	91,954.54

Current Expense Formula/Minimum Classroom Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense- Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	18,322,679.11	301	1,338.75	303	18,321,340.36	305	761,198.05		307	17,560,142.31	309
2000 - Classified Salaries	5,950,650.26	311	2,230.14	313	5,948,420.12	315	695,296.00		317	5,253,124.12	319
3000 - Employee Benefits (Excluding 3800)	11,305,701.57	321	1,249,862.56	323	10,055,839.01	325	480,215.08		327	9,575,623.93	329
4000 - Books, Supplies Equip Replace. (6500)	2,279,697.16	331	369.58	333	2,279,327.58	335	602,424.94		337	1,676,902.64	339
5000 - Services, . . . & 7300 - Indirect Costs	4,004,422.41	341	25,168.82	343	3,979,253.59	345	377,458.11		347	3,601,795.48	349
TOTAL					40,584,180.66	365	TOTAL			37,667,588.48	369

Note 1 - In Column 2, report expenditures for the following programs: Nonagency (Goals 7100-7199), Community Services (Goal 8100), Food Services (Function 3700), Fringe Benefits for Retired Persons (Objects 3701-3702), and Facilities Acquisition & Construction (Function 8500).

Note 2 - In Column 4, report expenditures for: Transportation (Function 3600), Lottery Expenditures (Resource 1100), Special Education Students in Nonpublic Schools (Function 1180), and other federal or state categorical aid in which funds were granted for expenditures in a program not incurring any teacher salary expenditures or requiring disbursement of the funds without regard to the requirements of EC Section 41372.

* If an amount (even zero) is entered in any row of Column 4b or in Line 13b, the form uses only the values in Column 4b and Line 13b rather than the values in Column 4a and Line 13a.

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)		Object	EDP No.
1. Teacher Salaries as Per EC 41011.		1100	14,859,585.47 375
2. Salaries of Instructional Aides Per EC 41011.		2100	1,184,776.24 380
3. STRS.		3101 & 3102	1,200,418.61 382
4. PERS.		3201 & 3202	217,921.38 383
5. OASDI - Regular, Medicare and Alternative.		3301 & 3302	306,519.29 384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans).		3401 & 3402	3,919,773.38 385
7. Unemployment Insurance.		3501 & 3502	188,998.46 390
8. Workers' Compensation Insurance.		3601 & 3602	125,976.02 392
9. OPEB, Active Employees (EC 41372).		3751 & 3752	0.00
10. Other Benefits (EC 22310).		3901 & 3902	0.00 393
11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10).			22,003,968.85 395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2.			0.00
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted).			44,758.94 396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*.			396
14. TOTAL SALARIES AND BENEFITS.			21,959,209.91 397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372.			58.30%
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X')			

PART III: DEFICIENCY AMOUNT

A deficiency amount (Line 5) is only applicable to districts not meeting the minimum classroom compensation percentage required under EC 41372 and not exempt under the provisions of EC 41374.

1. Minimum percentage required (60% elementary, 55% unified, 50% high)	55.00%
2. Percentage spent by this district (Part II, Line 15)	58.30%
3. Percentage below the minimum (Part III, Line 1 minus Line 2)	0.00%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369).	37,667,588.48
5. Deficiency Amount (Part III, Line 3 times Line 4)	0.00

Unaudited Actuals
2012-13 Unaudited Actuals
Schedule of Long-Term Liabilities

15 73742 0000000
Form DEBT

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
Governmental Activities:							
General Obligation Bonds Payable	23,539,845.40		23,539,845.40		524,843.00	23,015,002.40	597,752.00
State School Building Loans Payable	2,661,654.00		2,661,654.00		290,082.00	2,371,572.00	301,279.00
Certificates of Participation Payable	16,265,000.00		16,265,000.00		0.00	16,265,000.00	0.00
Capital Leases Payable	331,604.60		331,604.60		163,103.06	168,501.54	168,501.54
Lease Revenue Bonds Payable	3,940,000.00		3,940,000.00		130,000.00	3,810,000.00	135,000.00
Other General Long-Term Debt			0.00			0.00	
Net OPEB Obligation	30,364,972.69	5,254,579.31	35,619,552.00	1,023,115.56	1,275,064.38	35,367,603.18	1,422,874.00
Compensated Absences Payable	94,337.46		94,337.46		14,905.55	79,431.91	
Governmental activities long-term liabilities	77,197,414.15	5,254,579.31	82,451,993.46	1,023,115.56	2,397,997.99	81,077,111.03	2,625,406.54
Business-Type Activities:							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net OPEB Obligation			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	2012-13 Calculations			2013-14 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2011-12 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2011-12 Actual			2012-13 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	28,662,123.03		28,662,123.03			29,361,978.70
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	4,797.30		4,797.30			4,735.68
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2011-12			Adjustments to 2012-13		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2012-13 data should tie to Principal Apportionment Attendance Software reports)	2012-13 P2 Report			2013-14 P2 Estimate		
1. Total K-12 ADA (Form A, Lines 10, 28, & 29)	4,735.68		4,735.68	4,725.98		4,725.98
2. ROC/P ADA**						
3. Total Charter Schools ADA (Form A, Line 26)	0.00		0.00	0.00		0.00
4. Total Supplemental Instructional Hours**						
5. Divide Line B4 by 700 (Round to 2 decimal places)		4,735.68				4,725.98
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)						
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School		0.00				0.00
8. Divide Line B7 by 525 (Round to 2 decimal places)						
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)		4,735.68				4,725.98
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2012-13 Actual			2013-14 Budget		
1. Homeowners' Exemption (Object 8021)	37,997.28		37,997.28	0.00		0.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	73,817.84		73,817.84	37,358.00		37,358.00
4. Secured Roll Taxes (Object 8041)	3,943,435.71		3,943,435.71	4,485,771.00		4,485,771.00
5. Unsecured Roll Taxes (Object 8042)	325,930.18		325,930.18	308,569.00		308,569.00
6. Prior Years' Taxes (Object 8043)	(3,051.41)		(3,051.41)	0.00		0.00
7. Supplemental Taxes (Object 8044)	247,878.26		247,878.26	59,479.00		59,479.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(649,983.71)		(649,983.71)	(707,116.00)		(707,116.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	5,473.53		5,473.53	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8047 & 8625)	7,530,532.95		7,530,532.95	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	(314,193.78)		(314,193.78)	(285,771.00)		(285,771.00)
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	11,197,836.85	0.00	11,197,836.85	3,898,290.00	0.00	3,898,290.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	11,197,836.85	0.00	11,197,836.85	3,898,290.00	0.00	3,898,290.00

	2012-13 Calculations			2013-14 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			345,984.22			349,012.51
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			345,984.22			349,012.51
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. Revenue Limit State Aid - CY (objects 8011 and 8012)	14,731,847.73		14,731,847.73	22,864,692.31		22,864,692.31
25. Revenue Limit State Aid - Prior Years (Object 8019)	811,799.81		811,799.81	0.00		0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8590)**		201,523.00	201,523.00		210,000.00	210,000.00
27. Supplemental Instruction - PY (Res. 0000, Object 8590)**		0.00	0.00		0.00	0.00
28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)**		26,544.00	26,544.00		26,500.00	26,500.00
29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)**		0.00	0.00		0.00	0.00
30. ROC/P Apportionment - CY (Res. 0000, Object 8590)**		0.00	0.00		0.00	0.00
31. ROC/P Apportionment - PY (Res. 0000, Object 8590)**		0.00	0.00		0.00	0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8590)**		0.00	0.00		0.00	0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	890,001.00		890,001.00	890,001.00		890,001.00
35. Class Size Reduction, Grade 9 (Object 8590)**		112,420.00	112,420.00		112,420.00	112,420.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	16,433,648.54	340,487.00	16,774,135.54	23,754,693.31	348,920.00	24,103,613.31
ADD BACK TRANSFERS TO COUNTY						
37. County Office Funds Transfer (Form RL, Line 32)	52.00		52.00	0.00		0.00
38. TOTAL STATE AID (Lines C36 plus C37)	16,433,700.54	340,487.00	16,774,187.54	23,754,693.31	348,920.00	24,103,613.31
DATA FOR INTEREST CALCULATION						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	43,066,491.99		43,066,491.99	40,199,460.78		40,199,460.78
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	54,402.60		54,402.60	70,000.00		70,000.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			28,662,123.03			29,361,978.70
2. Inflation Adjustment			1.0377			1.0512
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			0.9872			0.9980
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			29,361,978.70			30,803,581.39
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			11,197,836.85			3,898,290.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)			568,281.60			567,117.60
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			16,774,187.54			24,103,613.31
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			16,774,187.54			24,103,613.31
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			35,379.61			48,845.24
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			11,233,216.46			3,947,135.24
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			16,774,187.54			24,103,613.31
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			11,233,216.46			
b. State Subventions (Line D8)			16,774,187.54			
c. Less: Excluded Appropriations (Line C23)			345,984.22			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			27,661,419.78			

* Please provide below an explanation for each entry in the adjustments column.

** Impacted by the flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011). Amounts in Section C, State Aid Received, can no longer be extracted and must be manually input into the Adjustments column.

(760) 499-1611
Contact Phone Number

Part I - General Administrative Share of Plant Services Costs

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

A. Salaries and Benefits - Other General Administration and Centralized Data Processing

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 7200-7700, goals 0000 and 9000)

1,682,904.55

2. Contracted general administrative positions not paid through payroll

- a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800.
- b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

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B. Salaries and Benefits - All Other Activities

1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000)

32,717,570.52**C. Percentage of Plant Services Costs Attributable to General Administration**

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6)

5.14%**Part II - Adjustments for Employment Separation Costs**

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

A. Normal Separation Costs (optional)

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation.

B. Abnormal or Mass Separation Costs (required)

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero.

0.00

Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)**A. Indirect Costs**

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	1,710,222.40
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	210,598.72
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	33,500.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	266,347.68
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	0.00
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	2,220,668.80
9. Carry-Forward Adjustment (Part IV, Line F)	8,237.29
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	2,228,906.09

B. Base Costs

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	24,935,041.70
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	4,709,263.13
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	3,947,833.06
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	247,506.52
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	6,238.93
6. Enterprise (Function 6000, objects 1000-5999 except 5100)	25,128.94
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	577,019.47
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	2,504.82
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	0.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	4,915,513.74
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	0.00
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	127,749.70
15. Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	101,656.39
16. Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	1,953,131.77
17. Foundation (Funds 19 and 57, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
18. Total Base Costs (Lines B1 through B12 and Lines B13b through B17, minus Line B13a)	41,548,588.17

C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment

(For information only - not for use when claiming/recovering indirect costs)
(Line A8 divided by Line B18)

5.34%

D. Preliminary Proposed Indirect Cost Rate

(For final approved fixed-with-carry-forward rate for use in 2014-15 see www.cde.ca.gov/fg/ac/ic/)
(Line A10 divided by Line B18)

5.36%

Part IV - Carry-forward Adjustment

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

A. Indirect costs incurred in the current year (Part III, Line A8)	<u>2,220,668.80</u>
B. Carry-forward adjustment from prior year(s)	
1. Carry-forward adjustment from the second prior year	<u>164,147.73</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
C. Carry-forward adjustment for under- or over-recovery in the current year	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (5.72%) times Part III, Line B18); zero if negative	<u>8,237.29</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (5.72%) times Part III, Line B18) or (the highest rate used to recover costs from any program (5.72%) times Part III, Line B18); zero if positive	<u>0.00</u>
D. Preliminary carry-forward adjustment (Line C1 or C2)	<u>8,237.29</u>
E. Optional allocation of negative carry-forward adjustment over more than one year	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>not applicable</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment is applied to the current year calculation and the remainder is deferred to one or more future years:	<u>not applicable</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)	<u>8,237.29</u>

Approved indirect cost rate: 5.72%
Highest rate used in any program: 5.72%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except Object 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	3010	1,230,269.41	65,983.16	5.36%
01	3550	40,943.85	449.15	1.10%
01	4035	292,391.62	15,917.71	5.44%
01	4201	7,819.01	180.99	2.31%
01	6010	121,681.63	5,742.04	4.72%
01	6520	110,739.33	5,164.67	4.66%
01	7090	391,243.94	11,735.09	3.00%
01	7091	278,927.39	8,725.98	3.13%
12	6105	101,656.39	5,814.75	5.72%
13	5310	1,953,131.77	86,782.03	4.44%

Unaudited Actuals
2012-13 Unaudited Actuals
LOTTERY REPORT
Revenues, Expenditures and
Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		96,248.98	96,248.98
2. State Lottery Revenue	8560	640,485.35		166,324.43	806,809.78
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		640,485.35	0.00	262,573.41	903,058.76
B. EXPENDITURES AND OTHER FINANCING USES					
1. Certificated Salaries	1000-1999	640,485.35			640,485.35
2. Classified Salaries	2000-2999	0.00			0.00
3. Employee Benefits	3000-3999	0.00			0.00
4. Books and Supplies	4000-4999	0.00		64,156.76	64,156.76
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800				
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800				
6. Capital Outlay	6000-6999	0.00			0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211,7212,7221, 7222,7281,7282	0.00			0.00
b. To JPAs and All Others	7213,7223, 7283,7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399				
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11)		640,485.35	0.00	64,156.76	704,642.11
C. ENDING BALANCE					
(Must equal Line A6 minus Line B12)	979Z	0.00	0.00	198,416.65	198,416.65
D. COMMENTS:					

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

*Pursuant to Government Code Section 8880.4(a)(2) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Section I - Expenditures	Funds 01, 09, and 62			2012-13 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	43,843,167.45
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3355 and 3385)	All	All	1000-7999	2,746,622.85
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999 except 3801-3802	1,301.28
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	1,064,022.43
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	684,138.71
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	328,525.00
6. All Other Financing Uses	All	9100 9200	7699 7651	0.00
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999 except 3801-3802	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. PERS Reduction	All	All	3801-3802	70,912.24
10. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C9, D1, or D2.			
11. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C10)				2,148,899.66
D. Plus additional MOE expenditures:				
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All	1000-7143, 7300-7439 minus 8000-8699	85,711.56
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures before adjustments (Line A minus lines B and C11, plus lines D1 and D2)				39,033,356.50
F. Charter school expenditure adjustments (From Section V)				0.00
G. Total expenditures subject to MOE (Line E plus Line F)				39,033,356.50

Section II - Expenditures Per ADA		2012-13 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, lines 3, 6, 26, 28, and 29)		4,721.17
B. Supplemental Instructional Hours converted to ADA (Form A, Annual ADA column, lines 21 and 27 - Currently not collected due to flexibility provisions of SBX3 4 as amended by SB 70)		
C. Total ADA before adjustments (Lines A plus B)		4,721.17
D. Charter school ADA adjustments (From Section V)		0.00
E. Adjusted total ADA (Lines C plus D)		4,721.17
F. Expenditures per ADA (Line I.G divided by Line II.E)		8,267.73
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		
	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	36,881,212.23	7,714.77
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section VI)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	36,881,212.23	7,714.77
B. Required effort (Line A.2 times 90%)	33,193,091.01	6,943.29
C. Current year expenditures (Line I.G and Line II.F)	39,033,356.50	8,267.73
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under NCLB covered programs in FY 2014-15 may be reduced by the lower of the two percentages)	0.00%	0.00%

Section IV - Education Jobs Fund Expenditures to Meet MOE Requirement (If both amounts in Line D of Section III are positive)

Education Jobs Fund Expenditures (Resource 3205)	Funds 01, 09, and 62			2012-13 Expenditures
	Goals	Functions	Objects	
A. Expenditures available to apply to deficiency:				
1. All Resource 3205 Expenditures	All	All	1000-7999	0.00
2. Less state and local expenditures not allowed for MOE:				
a. Community Services	All	5000-5999	1000-7999 except 3801-3802	0.00
b. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	0.00
c. Debt Service	All	9100	5400-5450, 5800, 7430-7439	0.00
d. Other Transfers Out	All	9200	7200-7299	0.00
e. Interfund Transfers Out	All	9300	7600-7629	0.00
f. All Other Financing Uses	All	9100 9200	7699 7651	0.00
g. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999 except 3801-3802	0.00
h. PERS Reduction	All	All	3801-3802	0.00
i. Supplemental expenditures made as a result of a Presidentially declared disaster.	Manually entered. Must not include expenditures previously included.			
j. Total state and local expenditures not allowed for MOE calculation (Sum lines A2a through A2i)				0.00
3. Plus additional MOE expenditures:	Manually entered. Must not include expenditures previously included.			
a. Expenditures to cover deficits for student body activities				
4. Total Education Jobs Fund expenditures available to apply to deficiency (Line IV.A1 minus Line IV.A2j plus Line IV.A3a)				0.00

Section IV - Education Jobs Fund Expenditures to Meet MOE Requirement (If both amounts in Line D of Section III are positive) (continued)

Aggregate Expenditures/Per ADA Expenditures	Total	Per ADA
B. MOE deficiency amount if MOE not met Col 1 (Line III.D) and Col 2 (Line III.D x Line II.E)	0.00	0.00
C. Education Jobs Fund expenditures applied (Using lowest amount needed) (Lowest amount in Line IV.B, up to amount available in Line IV.A4)	0.00	0.00
D. Total expenditures, with adjustments, Col 1 (Line I.G plus Line IV.C)	39,033,356.50	
E. Total expenditures per ADA, with adjustments, Col 2 (Col 1 Line IV.D divided by Line II.E)		8,267.73
F. Adjusted MOE expenditures deficiency amount, Col 1 (Line IV.B minus Line IV.C)	0.00	
G. Adjusted MOE per pupil expenditure deficiency amount, Col 2 (Line III.B minus IV.E) (If negative, then zero)		0.00
H. MOE determination with Education Jobs Fund expenditure adjustment. (If both amounts in lines F and G are positive, MOE not met. If either column in Line IV.F or IV.G equals zero, MOE requirement has been met)	MOE Met	
I. MOE adjusted deficiency percentage, if MOE not met; otherwise zero. Col 1 (Line IV.F divided by Line III.B) and Col 2 (Line IV.G divided by Line III.B) (Funding under NCLB covered programs in FY 2014-15 may be reduced by the lower of the two percentages)	0.00%	0.00%

SECTION V - Detail of Charter School Adjustments (used in Section I, Line F and Section II, Line D)

Charter School Name/Reason for Adjustment	Expenditure Adjustment	ADA Adjustment
Total charter school adjustments	0.00	0.00

SECTION VI - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)

Description of Adjustments	Total Expenditures	Expenditures Per ADA
Total adjustments to base expenditures	0.00	0.00

Unaudited Actuals
2012-13
General Fund and Charter Schools Funds
Program Cost Report

Goal	Program/Activity	Direct Costs			Central Admin Costs (col. 3 x Sch. CAC line E) Column 4	Other Costs (Schedule OC) Column 5	Total Costs by Program (col. 3 + 4 + 5) Column 6
		Direct Charged (Schedule DCC) Column 1	Allocated (Schedule AC) Column 2	Subtotal (col. 1 + 2) Column 3			
Instructional Goals							
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00		0.00
1110	Regular Education, K-12	19,374,651.24	9,366,734.99	28,741,386.23	1,821,319.77		30,562,706.00
3100	Alternative Schools	0.00	0.00	0.00	0.00		0.00
3200	Continuation Schools	836,724.10	318,964.69	1,155,688.79	73,235.12		1,228,923.91
3300	Independent Study Centers	2,335.58	0.00	2,335.58	148.00		2,483.58
3400	Opportunity Schools	0.00	0.00	0.00	0.00		0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00		0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00		0.00
3800	Vocational Education	239,943.29	106,855.41	346,798.70	21,976.37		368,775.07
4110	Regular Education, Adult	0.00	0.00	0.00	0.00		0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00		0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00		0.00
4630	Adult Vocational Education	0.00	0.00	0.00	0.00		0.00
4760	Bilingual	0.00	0.00	0.00	0.00		0.00
4850	Migrant Education	0.00	0.00	0.00	0.00		0.00
5000-5999	Special Education	6,825,605.96	1,763,946.07	8,589,552.03	544,313.38		9,133,865.41
6000	Regional Occupational Ctr/Prg (ROC/P)	393,911.77	220,751.71	614,663.48	38,950.76		653,614.24
Other Goals							
7110	Nonagency - Educational	0.00	0.00	0.00	0.00		0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00		0.00
8100	Community Services	1,694.65	0.00	1,694.65	107.39		1,802.04
8500	Child Care and Development Services	4,544.28	0.00	4,544.28	287.97	4,832.25	
Other Costs							
----	Food Services					44,255.74	44,255.74
----	Enterprise					25,128.94	25,128.94
----	Facilities Acquisition & Construction					737,429.57	737,429.57
----	Other Outgo					1,033,641.71	1,033,641.71
Other Funds	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		0.00	0.00	138,305.76		138,305.76
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				(92,596.78)		(92,596.78)
----	Total General Fund and Charter Schools Funds Expenditures		27,679,410.87	11,777,252.87	39,456,663.74		2,546,047.74

Unaudited Actuals
2012-13
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Direct Charged Costs (DCC)

15 73742 0000000
Form PCR

Goal	Type of Program	Instruction (Functions 1000-1999)	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3110-3160 and 3900)	Pupil Transportation (Function 3600)	Ancillary Services (Functions 4000-4999)	Community Services (Functions 5000-5999)	General Administration (Functions 7000-7999, except 7210)*	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Total
Instructional Goals													
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
1110	Regular Education, K-12	19,127,144.72	0.00	0.00	0.00	0.00	0.00	247,506.52			0.00	0.00	19,374,651.24
3100	Alternative Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3200	Continuation Schools	584,437.02	0.00	0.00	79,114.48	106,208.30	0.00	0.00			66,964.30	0.00	836,724.10
3300	Independent Study Centers	0.00	0.00	0.00	2,335.58	0.00	0.00	0.00			0.00	0.00	2,335.58
3400	Opportunity Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
3800	Vocational Education	239,943.29	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	239,943.29
4110	Regular Education, Adult	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4630	Adult Vocational Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
5000-5999	Special Education	4,832,659.82	268,416.27	0.00	29,893.64	1,005,422.02	689,214.21	0.00			0.00	0.00	6,825,605.96
6000	ROC/P	365,142.81	12,733.74	0.00	16,035.22	0.00	0.00	0.00			0.00	0.00	393,911.77
Other Goals													
7110	Nonagency - Educational	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8100	Community Services		0.00	0.00	0.00	0.00	0.00		1,694.65	0.00	0.00	0.00	1,694.65
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00		4,544.28	0.00	0.00	0.00	4,544.28
Total Direct Charged Costs		25,149,327.66	281,150.01	0.00	127,378.92	1,111,630.32	689,214.21	247,506.52	6,238.93	0.00	66,964.30	0.00	27,679,410.87

* Functions 7100-7199 for goals 8100 and 8500

Unaudited Actuals
2012-13
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Allocated Support Costs (AC)

15 73742 0000000
Form PCR

Goal	Type of Program	Allocated Support Costs (Based on factors input on Form PCRAF)			Total
		Full-Time Equivalents	Classroom Units	Pupils Transported	
Instructional Goals					
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00
1110	Regular Education, K–12	4,182,599.43	4,316,739.17	867,396.39	9,366,734.99
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	139,435.47	159,141.22	20,388.00	318,964.69
3300	Independent Study Centers	0.00	0.00	0.00	0.00
3400	Opportunity Schools	0.00	0.00	0.00	0.00
3550	Community Day Schools	0.00	0.00	0.00	0.00
3700	Specialized Secondary Programs	0.00	0.00	0.00	0.00
3800	Vocational Education	66,464.24	40,391.17	0.00	106,855.41
4110	Regular Education, Adult	0.00	0.00	0.00	0.00
4610	Adult Independent Study Centers	0.00	0.00	0.00	0.00
4620	Adult Correctional Education	0.00	0.00	0.00	0.00
4630	Adult Vocational Education	0.00	0.00	0.00	0.00
4760	Bilingual	0.00	0.00	0.00	0.00
4850	Migrant Education	0.00	0.00	0.00	0.00
5000-5999	Special Education (allocated to 5001)	998,125.61	554,436.15	211,384.31	1,763,946.07
6000	ROC/P	93,654.16	127,097.55	0.00	220,751.71
Other Goals					
7110	Nonagency - Educational	0.00	0.00	0.00	0.00
7150	Nonagency - Other	0.00	0.00	0.00	0.00
8100	Community Services	0.00	0.00	0.00	0.00
8500	Child Care and Development Svcs.	0.00	0.00	0.00	0.00
Other Funds					
--	Adult Education (Fund 11)		0.00		0.00
--	Child Development (Fund 12)	0.00	0.00	0.00	0.00
--	Cafeteria (Funds 13 and 61)		0.00		0.00
Total Allocated Support Costs		5,480,278.91	5,197,805.26	1,099,168.70	11,777,252.87

Unaudited Actuals
2012-13
Program Cost Report
Schedule of Central Administration Costs (CAC)

A. Central Administration Costs in General Fund and Charter Schools Funds		
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	577,019.47
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000-7999)	33,500.00
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	1,792,767.11
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	235,357.94
5	Total Central Administration Costs in General Fund and Charter Schools Funds	2,638,644.52
B. Direct Charged and Allocated Costs in General Fund and Charter Schools Funds		
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	27,679,410.87
2	Total Allocated Costs (from Form PCR, Column 2, Total)	11,777,252.87
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	39,456,663.74
C. Direct Charged Costs in Other Funds		
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	127,749.70
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	101,656.39
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	1,953,131.77
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	2,182,537.86
D. Total Direct Charged and Allocated Costs (B3 + C5)		41,639,201.60
E. Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)		6.34%

Unaudited Actuals
2012-13
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Other Costs (OC)

Type of Activity	Food Services (Function 3700)	Enterprise (Function 6000)	Facilities Acquisition & Construction (Function 8500)	Other Outgo (Functions 9000-9999)	Total
Food Services (Objects 1000-5999, 6400, and 6500)	44,255.74				44,255.74
Enterprise (Objects 1000-5999, 6400, and 6500)		25,128.94			25,128.94
Facilities Acquisition & Construction (Objects 1000-6500)			737,429.57		737,429.57
Other Outgo (Objects 1000-7999)				1,033,641.71	1,033,641.71
Total Other Costs	44,255.74	25,128.94	737,429.57	1,033,641.71	1,840,455.96

Unaudited Actuals
2012-13
General Fund and Charter Schools Funds
Program Cost Report
Schedule of Allocation Factors (AF) for Support Costs

	-----Teacher Full-Time Equivalents-----				-----Classroom Units-----		Pupils Transported
	Instructional Supervision and Administration (Functions 2100-2200)	Library, Media, Technology and Other Instructional Resources (Functions 2420-2495)	School Administration (Function 2700)	Pupil Support Services (Functions 3100-3199 & 3900)	Plant Maintenance and Operations (Functions 8100-8400)	Facilities Rents and Leases (Function 8700)	Pupil Transportation (Function 3600)
A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)	677,946.90	697,707.50	2,925,079.80	1,179,544.71	5,197,805.27	0.00	1,099,168.70
B. Enter Allocation Factor(s) by Goal: (Note: Allocation factors are only needed for a column if there are undistributed expenditures in line A.)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	FTE Factor(s)	CU Factor(s)	CU Factor(s)	PT Factor(s)
Instructional Goals Description							
0001 Pre-Kindergarten							
1110 Regular Education, K-12	179.98	179.98	179.98	179.98	320.62	320.62	583.71
3100 Alternative Schools							
3200 Continuation Schools	6.00	6.00	6.00	6.00	11.82	11.82	13.72
3300 Independent Study Centers							
3400 Opportunity Schools							
3550 Community Day Schools							
3700 Specialized Secondary Programs							
3800 Vocational Education	2.86	2.86	2.86	2.86	3.00	3.00	
4110 Regular Education, Adult							
4610 Adult Independent Study Centers							
4620 Adult Correctional Education							
4630 Adult Vocational Education							
4760 Bilingual							
4850 Migrant Education							
5000-5999 Special Education (allocated to 5001)	42.95	42.95	42.95	42.95	41.18	41.18	142.25
6000 ROC/P	4.03	4.03	4.03	4.03	9.44	9.44	
Other Goals Description							
7110 Nonagency - Educational							
7150 Nonagency - Other							
8100 Community Services							
8500 Child Care and Development Services							
Other Funds Description							
-- Adult Education (Fund 11)							
-- Child Development (Fund 12)							
-- Cafeteria (Funds 13 & 61)							
C. Total Allocation Factors	235.82	235.82	235.82	235.82	386.06	386.06	739.68

Description	Principal Appt. Software Data ID	2012-13 Unaudited Actuals	2013-14 Budget
BASE REVENUE LIMIT PER ADA			
1. Base Revenue Limit per ADA (prior year)	0025	6,517.42	6,729.42
2. Inflation Increase	0041	212.00	106.00
3. All Other Adjustments	0042, 0525		
4. TOTAL, BASE REVENUE LIMIT PER ADA (Sum Lines 1 through 3)	0024	6,729.42	6,835.42
REVENUE LIMIT SUBJECT TO DEFICIT			
5. Total Base Revenue Limit	0024	6,729.42	6,835.42
a. Base Revenue Limit per ADA (from Line 4)	0719	153.63	156.03
b. AB 851 Add-on (Meals, BTS, Special Adjustments)	0033	4,790.59	4,716.96
c. Revenue Limit ADA	0034, 0724	32,973,870.50	32,978,389.99
d. Total Base Revenue Limit (Lines 5a plus 5b, times 5c)	0489	149,956.00	150,185.00
6. Allowance for Necessary Small School	0272		
7. Gain or Loss from Interdistrict Attendance Agreements	0090		
8. Meals for Needy Pupils	0274		
9. Special Revenue Limit Adjustments	0275		
10. One-time Equalization Adjustments	0276, 0659		
11. Miscellaneous Revenue Limit Adjustments	0217		
12. Less: All Charter District Revenue Limit Adjustment	0552		
13. Beginning Teacher Salary Incentive Funding	0173		
14. Less: Class Size Penalties Adjustment			
15. REVENUE LIMIT SUBJECT TO DEFICIT (Sum Lines 5d through 11, plus Line 13, minus Lines 12 and 14)	0082	33,123,826.50	33,128,574.99
DEFICIT CALCULATION			
16. Deficit Factor	0281	0.77728	0.81003
17. TOTAL DEFICITED REVENUE LIMIT (Line 15 times Line 16)	0284	25,746,487.86	26,835,139.60
OTHER REVENUE LIMIT ITEMS			
18. Unemployment Insurance Revenue	0060	254,711.00	0.00
19. Less: Longer Day/Year Penalty	0287		
20. Less: Excess ROC/P Reserves Adjustment	0288		
21. Less: PERS Reduction	0195	71,462.28	72,157.29
22. PERS Safety Adjustment/SFUSD PERS Adjustment	0205, 0654		
23. TOTAL, OTHER REVENUE LIMIT ITEMS (Sum Lines 18 and 22, minus Lines 19 through 21)	---	183,248.72	(72,157.29)
24. TOTAL REVENUE LIMIT (Sum Lines 17 and 23)	0088	25,929,736.58	26,762,982.31

Description	Principal Appt. Software Data ID	2012-13 Unaudited Actuals	2013-14 Budget
REVENUE LIMIT - LOCAL SOURCES			
25. Property Taxes	0587	11,512,030.63	4,184,061.00
26. Miscellaneous Funds	0588		
27. Community Redevelopment Funds	0589, 0721		
28. Less: Charter Schools In-lieu Taxes	0595	314,193.78	285,771.00
29. TOTAL, REVENUE LIMIT - LOCAL SOURCES (Sum Lines 25 through 27, minus Line 28)	0126	11,197,836.85	3,898,290.00
30. Charter School General Purpose Block Grant Offset (Unified Districts Only)	0293		
31. STATE AID PORTION OF REVENUE LIMIT			
a. Gross State Aid Portion of Revenue Limit (Sum Line 24 minus Lines 29 and 30; if negative, then zero)	0111	14,731,899.73	22,864,692.31
b. Less: Education Protection Account (EPA) (Obj. 8012)	---	5,550,498.00	
c. Plus: Charter School Portion of EPA included in 31b	---		
d. NET STATE AID (Line 31a minus 31b, plus 31c; if negative, then zero)	0737	9,181,401.73	22,864,692.31
OTHER ITEMS			
32. Less: County Office Funds Transfer	0458	52.00	0.00
33. Core Academic Program	9001		
34. California High School Exit Exam	9002		
35. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017		
36. Apprenticeship Funding	0570		
37. Community Day School Additional Funding	3103, 9007		
38. Basic Aid "Choice"/Court Ordered Voluntary Pupil Transfer/Basic Aid Open Enrollment	0634, 0629, 9037		
39. Basic Aid Supplement Charter School Adjustment	9018		
40. All Other Adjustments	---		
41. TOTAL, OTHER ITEMS (Sum Lines 33 through 40, minus Line 32)	---	(52.00)	0.00
42. TOTAL, NET STATE AID PORTION OF REVENUE LIMIT (Sum Lines 31d and 41) (This amount should agree with Object 8011)	---	9,181,349.73	22,864,692.31
43. Less: Revenue Limit State Apportionment Receipts	---		
44. NET ACCRUAL TO STATE AID - REVENUE LIMIT (Line 42 minus Line 43)	---	9,181,349.73	

OTHER NON-REVENUE LIMIT ITEMS			
45. Core Academic Program	9001	86,368.00	59,185.00
46. California High School Exit Exam	9002	85,526.00	63,778.00
47. Pupil Promotion and Retention Programs (Retained and Recommended for Retention, and Low STAR and At Risk of Retention)	9016, 9017	29,629.00	21,454.00
48. Apprenticeship Funding	0570	0.00	0.00
49. Community Day School Additional Funding	3103, 9007	26,544.00	23,519.00

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT									672
	TOTAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)									
1000-1999	Certificated Salaries	788,972.04	0.00	0.00	58,459.85	136,056.44	255,569.80	1,793,498.23		3,032,556.36
2000-2999	Classified Salaries	397,431.58	0.00	0.00	8,838.97	51,624.43	407,665.40	554,074.14		1,419,634.52
3000-3999	Employee Benefits	541,260.84	0.00	0.00	23,350.66	64,959.78	358,036.94	1,057,749.78		2,045,358.00
4000-4999	Books and Supplies	127,560.36	0.00	0.00	379.89	562.08	4,144.79	42,781.76		175,428.88
5000-5999	Services and Other Operating Expenditures	111,969.71	0.00	0.00	1,246.45	314.27	1,233.31	37,864.46		152,628.20
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	1,967,194.53	0.00	0.00	92,275.82	253,517.00	1,026,650.24	3,485,968.37	0.00	6,825,605.96
7310	Transfers of Indirect Costs	5,164.67	0.00	0.00	0.00	0.00	0.00	0.00		5,164.67
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	1,763,946.08								1,763,946.08
	Total Indirect Costs and PCR Allocations	1,769,110.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,769,110.75
	TOTAL COSTS	3,736,305.28	0.00	0.00	92,275.82	253,517.00	1,026,650.24	3,485,968.37	0.00	8,594,716.71
	FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3330, 3340, 3355, 3360, 3370, 3375, 3385, & 3405)									
1000-1999	Certificated Salaries	28,215.00	0.00	0.00	0.00	66,472.00	2,463.41	7,310.00		104,460.41
2000-2999	Classified Salaries	59,736.69	0.00	0.00	0.00	47,452.83	279,242.23	455,485.11		841,916.86
3000-3999	Employee Benefits	5,796.91	0.00	0.00	0.00	4,720.09	44,025.64	45,252.11		99,794.75
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	294.83	24.39	5,102.10		5,421.32
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	93,748.60	0.00	0.00	0.00	118,939.75	325,755.67	513,149.32	0.00	1,051,593.34
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	93,748.60	0.00	0.00	0.00	118,939.75	325,755.67	513,149.32	0.00	1,051,593.34
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3330, 3340, 3355, 3360, 3370, 3375, & 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	TOTAL COSTS									1,051,593.34

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
STATE AND LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, & 6000-9999)										
1000-1999	Certificated Salaries	760,757.04	0.00	0.00	58,459.85	69,584.44	253,106.39	1,786,188.23		2,928,095.95
2000-2999	Classified Salaries	337,694.89	0.00	0.00	8,838.97	4,171.60	128,423.17	98,589.03		577,717.66
3000-3999	Employee Benefits	535,463.93	0.00	0.00	23,350.66	60,239.69	314,011.30	1,012,497.67		1,945,563.25
4000-4999	Books and Supplies	127,560.36	0.00	0.00	379.89	562.08	4,144.79	42,781.76		175,428.88
5000-5999	Services and Other Operating Expenditures	111,969.71	0.00	0.00	1,246.45	19.44	1,208.92	32,762.36		147,206.88
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	1,873,445.93	0.00	0.00	92,275.82	134,577.25	700,894.57	2,972,819.05	0.00	5,774,012.62
7310	Transfers of Indirect Costs	5,164.67	0.00	0.00	0.00	0.00	0.00	0.00		5,164.67
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations	1,763,946.08								1,763,946.08
	Total Indirect Costs and PCR Allocations	1,769,110.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,769,110.75
	TOTAL BEFORE OBJECT 8980	3,642,556.68	0.00	0.00	92,275.82	134,577.25	700,894.57	2,972,819.05	0.00	7,543,123.37
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
	TOTAL COSTS									7,543,123.37
LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)										
1000-1999	Certificated Salaries	2,765.00	0.00	0.00	0.00	266.72	0.00	0.00		3,031.72
2000-2999	Classified Salaries	3,100.00	0.00	0.00	0.00	0.00	495.00	3,605.00		7,200.00
3000-3999	Employee Benefits	592.96	0.00	0.00	0.00	19.22	43.32	342.92		998.42
4000-4999	Books and Supplies	10,513.16	0.00	0.00	0.00	141.01	2,489.26	1,764.02		14,907.45
5000-5999	Services and Other Operating Expenditures	25,288.89	0.00	0.00	0.00	0.00	0.00	9,172.14		34,461.03
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	42,260.01	0.00	0.00	0.00	426.95	3,027.58	14,884.08	0.00	60,598.62
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECTS 8091, 8099, AND 8980	42,260.01	0.00	0.00	0.00	426.95	3,027.58	14,884.08	0.00	60,598.62
8091, 8099	Revenue Limit Transfers to Special Education (All resources except 0000, goals 5000-5999)									1,101,939.68
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)									1,866,892.68
	TOTAL COSTS									3,029,430.98

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

2011-12 Expenditures	A. State and Local	B. Local Only
1. Enter Total Costs amounts from the 2011-12 Report SEMA, 2011-12 Expenditures by LEA (LE-CY) worksheet, Total Column, for the State and Local Expenditures section and the Local Expenditures section	6,819,926.13	1,540,009.71
2. Enter audit adjustments of 2011-12 special education expenditures from SACS2013ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9793)		
3. Enter restatements of 2012-13 special education beginning fund balances from SACS2013ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9795)		
4. Enter any other adjustments, not included in Line 1 (explain below)		
5. 2011-12 Expenditures, Adjusted for 2012-13 MOE Calculation (Sum lines 1 through 4)	6,819,926.13	1,540,009.71
C. Unduplicated Pupil Count		
1. Enter the unduplicated pupil count reported in 2011-12 Report SEMA, 2011-12 Expenditures by LEA (LE-CY) worksheet	650.00	
2. Enter any adjustments not included in Line C1 (explain below)		
3. 2011-12 Unduplicated Pupil Count, Adjusted for 2012-13 MOE Calculation (Line C1 plus Line C2)	650.00	

SELPA: Sierra Sands Unified (SI)

SECTION 2 Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205(d))

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

	<u>State and Local</u>	<u>Local Only</u>
Current year funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320)		
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320)		
Increase in funding (if difference is positive)	0.00	
Maximum available for MOE reduction (50% of increase in funding)	0.00 (a)	
Current year funding (IDEA Section 619 - Resource 3315)		
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310, 3315, and 3320)	0.00 (b)	

If (b) is greater than (a).

Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS) _____ (c)

Available for MOE reduction.
(line (a) minus line (c), zero if negative) _____ 0.00 (d)

Enter portion used to reduce MOE requirement
(cannot exceed line (d), Available for MOE reduction). _____

If (b) is less than (a).

Enter portion used to reduce MOE requirement
(first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement). _____ (e)

Available to set aside for EIS
(line (b) minus line (e), zero if negative) _____ 0.00 (f)

SELPA: Sierra Sands Unified (SI)

SECTION 3

A. COMBINED STATE AND LOCAL EXPENDITURES METHOD

	Column A	Column B	Column C
	Actual Expenditures FY 2012-13 (LE-CY Worksheet)	Actual Expenditures FY 2011-12 (LE-PY Worksheet)	Difference (A - B)
1. Total special education expenditures	8,594,716.71		
2. Less: Expenditures paid from federal sources	1,051,593.34		
3. Expenditures paid from state and local sources	7,543,123.37	6,819,926.13	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	7,543,123.37	6,819,926.13	723,197.24
4. Special education unduplicated pupil count	672	650	
5. Per capita state and local expenditures (A3/A4)	11,224.89	10,492.19	732.70

If one or both of the differences in lines A3 and A5, Column C, are positive (current year state and local expenditures, in total or per capita, are greater than prior year's net state and local expenditures), the MOE requirement is met; Part B can still be completed.

If both lines A3 and A5, Column C, are negative, the MOE is not met based on combined state and local expenditures, and Part B must be completed.

SELPA: Sierra Sands Unified (SI)

B. LOCAL EXPENDITURES ONLY METHOD

If MOE was not met in Part A and this Local Expenditures Only Method applies, complete either B1 or B2, but not both. Complete B1 if the MOE "actual vs. actual" requirement was met last year using local expenditures (whether or not the requirement was also met using combined state and local expenditures); otherwise, complete B2.

Click on the button that applies:

☐ 1. Last year's local expenditures met MOE requirement:

- a. Expenditures paid from local sources
Less: Exempt reduction(s) from SECTION 1
Less: 50% reduction from SECTION 2
Net expenditures paid from local sources

b. Per capita local expenditures (B1a/A4)

FY 2012-13

FY 2011-12

Difference

Base FY

FY 2012-13

Difference

☐ 2. Enter in the second column, Base FY, the special education expenditures paid from local funds and the special education unduplicated pupil count, for the most recent fiscal year when MOE actual vs. actual requirement was met based on local expenditures. Enter the fiscal year in the column heading. If you have not previously used this method to meet the level of effort requirement, the earliest base year that can be used is 2006-07.

- a. Expenditures paid from local sources
Less: Exempt reduction(s) from SECTION 1
Less: 50% reduction from SECTION 2
Net expenditures paid from local sources

b. Special education unduplicated pupil count

c. Per capita local expenditures (B2a/B2b)

If one or both of the differences in Column C for the checked section (B1 or B2) are positive, the MOE requirement is met.

After reviewing all sections of this form, please select which of the above methods your LEA chooses to use to meet the 2012-13 MOE requirement and make the selection on Page 1.

Gavin MacGregor
Contact Name

Director of Finance and Budget
Title

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E-mail Address

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	UNDUPLICATED PUPIL COUNT									672
	TOTAL BUDGET (Funds 01, 09, & 62; resources 0000-9999)									
1000-1999	Certificated Salaries	756,151.96	0.00	0.00	58,654.42	179,474.00	233,381.01	1,743,955.55		2,971,616.94
2000-2999	Classified Salaries	381,913.48	0.00	0.00	9,371.95	102,965.87	357,531.51	594,307.05		1,446,089.86
3000-3999	Employee Benefits	566,567.79	0.00	0.00	29,800.61	122,915.13	370,595.28	1,122,073.37		2,211,952.18
4000-4999	Books and Supplies	104,000.00	0.00	0.00	0.00	100.00	1,800.00	33,942.86		139,842.86
5000-5999	Services and Other Operating Expenditures	291,289.00	0.00	0.00	0.00	1,000.00	0.00	45,050.00		337,339.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	2,099,922.23	0.00	0.00	97,826.98	406,455.00	963,307.80	3,539,328.83	0.00	7,106,840.84
7310	Transfers of Indirect Costs	3,854.50	0.00	0.00	0.00	0.00	0.00	0.00		3,854.50
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	3,854.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,854.50
	TOTAL COSTS	2,103,776.73	0.00	0.00	97,826.98	406,455.00	963,307.80	3,539,328.83	0.00	7,110,695.34
	STATE AND LOCAL BUDGET (Funds 01, 09, & 62; resources 0000-2999, 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, & 6000-9999)									
1000-1999	Certificated Salaries	727,943.96	0.00	0.00	58,654.42	113,262.00	233,381.01	1,743,955.55		2,877,196.94
2000-2999	Classified Salaries	320,994.29	0.00	0.00	9,371.95	4,047.68	207,540.00	102,619.17		644,573.09
3000-3999	Employee Benefits	561,038.86	0.00	0.00	29,800.61	114,259.77	336,101.26	1,069,105.45		2,110,305.95
4000-4999	Books and Supplies	104,000.00	0.00	0.00	0.00	100.00	1,800.00	33,942.86		139,842.86
5000-5999	Services and Other Operating Expenditures	291,289.00	0.00	0.00	0.00	0.00	0.00	45,050.00		336,339.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	2,005,266.11	0.00	0.00	97,826.98	231,669.45	778,822.27	2,994,673.03	0.00	6,108,257.84
7310	Transfers of Indirect Costs	3,854.50	0.00	0.00	0.00	0.00	0.00	0.00		3,854.50
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	3,854.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,854.50
	TOTAL BEFORE OBJECT 8980	2,009,120.61	0.00	0.00	97,826.98	231,669.45	778,822.27	2,994,673.03	0.00	6,112,112.34
8980	Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3330, 3340, 3355, 3360, 3370, 3375, & 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	TOTAL COSTS									6,112,112.34

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
LOCAL BUDGET (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)										
1000-1999	Certificated Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
2000-2999	Classified Salaries	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
3000-3999	Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	100.00	1,800.00	750.00		2,650.00
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	0.00	0.00	0.00	0.00	100.00	1,800.00	750.00	0.00	2,650.00
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECTS 8091, 8099, AND 8980	0.00	0.00	0.00	0.00	100.00	1,800.00	750.00	0.00	2,650.00
8091, 8099	Revenue Limit Transfers to Special Education (All resources except 0000, goals 5000-5999)									1,234,672.27
8980	Contributions from Unrestricted Revenues to Federal Resources (from State and Local Budget section)									0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, 6500-6540, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500-6540, & 7240, goals 5000-5999)									1,952,836.67
	TOTAL COSTS									3,190,158.94

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
	UNDULICATED PUPIL COUNT									672
TOTAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-9999)										
1000-1999	Certificated Salaries	788,972.04	0.00	0.00	58,459.85	136,056.44	255,569.80	1,793,498.23		3,032,556.36
2000-2999	Classified Salaries	397,431.58	0.00	0.00	8,838.97	51,624.43	407,665.40	554,074.14		1,419,634.52
3000-3999	Employee Benefits	541,260.84	0.00	0.00	23,350.66	64,959.78	358,036.94	1,057,749.78		2,045,358.00
4000-4999	Books and Supplies	127,560.36	0.00	0.00	379.89	562.08	4,144.79	42,781.76		175,428.88
5000-5999	Services and Other Operating Expenditures	111,969.71	0.00	0.00	1,246.45	314.27	1,233.31	37,864.46		152,628.20
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	1,967,194.53	0.00	0.00	92,275.82	253,517.00	1,026,650.24	3,485,968.37	0.00	6,825,605.96
7310	Transfers of Indirect Costs	5,164.67	0.00	0.00	0.00	0.00	0.00	0.00		5,164.67
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	1,763,946.08								1,763,946.08
	Total Indirect Costs	5,164.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,164.67
	TOTAL COSTS	1,972,359.20	0.00	0.00	92,275.82	253,517.00	1,026,650.24	3,485,968.37	0.00	6,830,770.63
FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3330, 3340, 3355, 3360, 3370, 3375, 3385, & 3405)										
1000-1999	Certificated Salaries	28,215.00	0.00	0.00	0.00	66,472.00	2,463.41	7,310.00		104,460.41
2000-2999	Classified Salaries	59,736.69	0.00	0.00	0.00	47,452.83	279,242.23	455,485.11		841,916.86
3000-3999	Employee Benefits	5,796.91	0.00	0.00	0.00	4,720.09	44,025.64	45,252.11		99,794.75
4000-4999	Books and Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
5000-5999	Services and Other Operating Expenditures	0.00	0.00	0.00	0.00	294.83	24.39	5,102.10		5,421.32
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	93,748.60	0.00	0.00	0.00	118,939.75	325,755.67	513,149.32	0.00	1,051,593.34
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECT 8980	93,748.60	0.00	0.00	0.00	118,939.75	325,755.67	513,149.32	0.00	1,051,593.34
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3330, 3340, 3355, 3360, 3370, 3375, & 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	TOTAL COSTS									1,051,593.34

Object Code	Description	Special Education, Unspecified (Goal 5001)	Regionalized Services (Goal 5050)	Regionalized Program Specialist (Goal 5060)	Special Education, Infants (Goal 5710)	Special Education, Preschool Students (Goal 5730)	Spec. Education, Ages 5-22 Severely Disabled (Goal 5750)	Spec. Education, Ages 5-22 Nonseverely Disabled (Goal 5770)	Adjustments*	Total
STATE AND LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-2999, 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, & 6000-9999)										
1000-1999	Certificated Salaries	760,757.04	0.00	0.00	58,459.85	69,584.44	253,106.39	1,786,188.23		2,928,095.95
2000-2999	Classified Salaries	337,694.89	0.00	0.00	8,838.97	4,171.60	128,423.17	98,589.03		577,717.66
3000-3999	Employee Benefits	535,463.93	0.00	0.00	23,350.66	60,239.69	314,011.30	1,012,497.67		1,945,563.25
4000-4999	Books and Supplies	127,560.36	0.00	0.00	379.89	562.08	4,144.79	42,781.76		175,428.88
5000-5999	Services and Other Operating Expenditures	111,969.71	0.00	0.00	1,246.45	19.44	1,208.92	32,762.36		147,206.88
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	1,873,445.93	0.00	0.00	92,275.82	134,577.25	700,894.57	2,972,819.05	0.00	5,774,012.62
7310	Transfers of Indirect Costs	5,164.67	0.00	0.00	0.00	0.00	0.00	0.00		5,164.67
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
PCRA	Program Cost Report Allocations (non-add)	1,763,946.08								1,763,946.08
	Total Indirect Costs	5,164.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,164.67
	TOTAL BEFORE OBJECT 8980	1,878,610.60	0.00	0.00	92,275.82	134,577.25	700,894.57	2,972,819.05	0.00	5,779,177.29
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
	TOTAL COSTS									5,779,177.29
LOCAL EXPENDITURES (Funds 01, 09, & 62; resources 0000-1999 & 8000-9999)										
1000-1999	Certificated Salaries	2,765.00	0.00	0.00	0.00	266.72	0.00	0.00		3,031.72
2000-2999	Classified Salaries	3,100.00	0.00	0.00	0.00	0.00	495.00	3,605.00		7,200.00
3000-3999	Employee Benefits	592.96	0.00	0.00	0.00	19.22	43.32	342.92		998.42
4000-4999	Books and Supplies	10,513.16	0.00	0.00	0.00	141.01	2,489.26	1,764.02		14,907.45
5000-5999	Services and Other Operating Expenditures	25,288.89	0.00	0.00	0.00	0.00	0.00	9,172.14		34,461.03
6000-6999	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7130	State Special Schools	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7430-7439	Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Direct Costs	42,260.01	0.00	0.00	0.00	426.95	3,027.58	14,884.08	0.00	60,598.62
7310	Transfers of Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
7350	Transfers of Indirect Costs - Interfund	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00
	Total Indirect Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL BEFORE OBJECTS 8091, 8099, AND 8980	42,260.01	0.00	0.00	0.00	426.95	3,027.58	14,884.08	0.00	60,598.62
8091, 8099	Revenue Limit Transfers to Special Education (All resources except 0000, goals 5000-5999)									1,101,939.68
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3330, 3340, 3355, 3360, 3370, 3375, 3385, 3405, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)									1,866,892.68
	TOTAL COSTS									3,029,430.98

* Attach an additional sheet with explanations of any amounts in the Adjustments column.

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SELPA: Sierra Sands Unified (SI)

SECTION 2

Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205(d))

IMPORTANT NOTE: Only LEAs that have a "meets requirement" compliance determination and that are not found significantly disproportionate for the current year are eligible to use this option to reduce their MOE requirement.

Up to 50% of the increase in IDEA Part B Section 611 funding in current year compared with prior year may be used to reduce the required level of state and local expenditures. This option is available only if the LEA used or will use the freed up funds for activities authorized under the Elementary and Secondary Education Act of 1965. Also, the amount of Part B funds used for early intervening services (34 CFR 300.226(a)) will count toward the maximum amount by which the LEA may reduce its MOE requirement under this exception [P.L. 108-446].

	<u>State and Local</u>	<u>Local Only</u>
Current year funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320)		
Less: Prior year's funding (IDEA Section 611 Local Assistance Grant Awards - Resources 3310 and 3320)		
Increase in funding (if difference is positive)	0.00	
Maximum available for MOE reduction (50% of increase in funding)	0.00 (a)	
Current year funding (IDEA Section 619 - Resource 3315)		
Maximum available for early intervening services (EIS) (15% of current year funding - Resources 3310, 3315, and 3320)	0.00 (b)	

If (b) is greater than (a).

Enter portion to set aside for EIS (cannot exceed line (b), Maximum available for EIS)

Available for MOE reduction.
(line (a) minus line (c), zero if negative)

Enter portion used to reduce MOE requirement
(cannot exceed line (d), Available for MOE reduction).

If (b) is less than (a).

Enter portion used to reduce MOE requirement
(first column cannot exceed line (a), Maximum available for MOE reduction, second and third columns cannot exceed (e), Portion used to reduce MOE requirement).

Available to set aside for EIS
(line (b) minus line (e), zero if negative)

SELPA: Sierra Sands Unified (SI)

SECTION 3

A. COMBINED STATE AND LOCAL EXPENDITURES METHOD

	Column A	Column B	Column C
	Budgeted Amounts FY 2013-14 (LB-B Worksheet)	Actual Expenditures FY 2012-13 (LE-B Worksheet)	Difference (A - B)
1. Total special education expenditures	7,110,695.34		
2. Less: Expenditures paid from federal sources	998,583.00		
3. Expenditures paid from state and local sources	6,112,112.34	5,779,177.29	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	6,112,112.34	5,779,177.29	332,935.05
4. Special education unduplicated pupil count	672	672	
5. Per capita state and local expenditures (A3/A4)	9,095.41	8,599.97	495.44

If one or both of the differences in lines A3 and A5, Column C, are positive (current year budgeted state and local expenditures, in total or per capita, are greater than prior year's net state and local expenditures), the MOE requirement is met; Part B can still be completed.

If both lines A3 and A5, Column C, are negative, the MOE is not met based on combined state and local expenditures, and Part B must be completed.

SELPA: Sierra Sands Unified (SI)

B. LOCAL EXPENDITURES ONLY METHOD

If MOE was not met in Part A and this Local Expenditures Only Method applies, complete either B1 or B2, but not both. Complete B1 if the MOE "budget vs. actual" requirement was met last year using local expenditures (whether or not the requirement was also met using combined state and local expenditures); otherwise, complete B2.

Click on the button that applies:

☐

1. Last year's local expenditures met MOE requirement:

- a. Expenditures paid from local sources
Less: Exempt reduction(s) from SECTION 1
Less: 50% reduction from SECTION 2
Net expenditures paid from local sources

b. Per capita local expenditures (B1a/A4)

Budget FY 2013-14	Actual FY 2012-13	Difference

☐

2. Enter in the second column, Base FY, the special education expenditures paid from local funds and the special education unduplicated pupil count, for the most recent fiscal year when MOE budget vs. actual requirement was met based on local expenditures. Enter the fiscal year in the column heading. If you have not previously used this method to meet the level of effort requirement, the earliest base year that can be used is 2006-07.

- a. Expenditures paid from local sources
Less: Exempt reduction(s) from SECTION 1
Less: 50% reduction from SECTION 2
Net expenditures paid from local sources

b. Special education unduplicated pupil count

c. Per capita local expenditures (B2a/B2b)

Budget FY 2013-14	Base FY	Difference

If one or both of the differences in Column C for the checked section (B1 or B2) are positive, the MOE requirement is met.

After reviewing all sections of this form, please select which of the above methods your LEA chooses to use to meet the 2013-14 MOE requirement and make the selection on Page 1.

Gavin MacGregor
Contact Name

(760) 382-3399
Telephone Number

Director of Finance and Budget
Title

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E-mail Address

Unaudited Actuals
2012-13 Unaudited Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	(40,329.52)	0.00	(92,596.78)				
Other Sources/Uses Detail					302,105.73	328,525.00		
Fund Reconciliation							345,837.66	3,108,972.84
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	500.97	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							77,177.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	904.41	0.00	5,814.75	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	281.62
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	4,749.84	0.00	86,782.03	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							2,185.51	8,138.51
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					267,175.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					61,350.00	0.00		
Fund Reconciliation							3,000,000.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	302,105.73		
Fund Reconciliation							0.00	302,105.73
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							279,610.33	250,000.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	34,174.30	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	35,311.80
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00

Unaudited Actuals
2012-13 Unaudited Actuals
SUMMARY OF INTERFUND ACTIVITIES
FOR ALL FUNDS

Description	Direct Costs - Transfers In 5750	Interfund Transfers Out 5750	Indirect Costs - Transfers In 7350	Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail							0.00	0.00
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail							0.00	0.00
Fund Reconciliation								
TOTALS	40,329.52	(40,329.52)	92,596.78	(92,596.78)	630,630.73	630,630.73	3,704,810.50	3,704,810.50

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2012-13 Unaudited Actuals	2013-14 Budget
01	General Fund/County School Service Fund	GS	GS
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund	G	G
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects	G	G
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits	G	G
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects	G	G
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund	G	
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
76A	Changes in Assets and Liabilities (Warrant/Pass-Through)		
95A	Changes in Assets and Liabilities (Student Body)		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets	S	
CA	Unaudited Actuals Certification	S	
CAT	Schedule for Categoricals	S	
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
CHG	Change Order Form		
CORR	Adults in Correctional Facilities		
DEBT	Schedule of Long-Term Liabilities	S	
GANN	Appropriations Limit Calculations	GS	GS
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2012-13 Unaudited Actuals	2013-14 Budget
NCMOE	No Child Left Behind Maintenance of Effort	GS	
PCRAF	Program Cost Report Schedule of Allocation Factors	GS	
PCR	Program Cost Report	GS	
RL	Revenue Limit Summary	S	S
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)	S	S
SIAA	Summary of Interfund Activities - Actuals	G	
TRAN	Annual Report of Pupil Transportation	GS	

Description	EDP No.	Home-to-School	SD/OI
SCHEDULE I - PUPIL TRANSPORTATION DATA			
A. ENTER average number of buses used to transport pupils daily to/from school	008/006	8.0	10.0
B. 1. ENTER average number of pupils transported daily one way to/from school (excluding extended year)	020/019	609.8	129.9
2. ENTER number of pupils included on Line B1 with transportation in IEP	023/024	69.8	129.9
C. ENTER total number of miles driven to/from school	021/022	139,063.0	158,090.0
D. ENTER 1 for traditional school year, 2 for year-round, or 3 for a combination of both, for days pupils transported	030/033	1	1
SCHEDULE II - COST DATA			
(Home-to-School: Unless otherwise specified, Fund 01, Resources 1100, 7230, and 7235, Function 3600)			
(SD/OI: Unless otherwise specified, Fund 01, Resource 7240, Function 3600)			
A. Classified Salaries & Benefits (Objects 2100-2999, 3102, 3202, 3302, 3402, 3502, 3602, 3702, 3752, 3802, and 3902)	003/004	556,262.16	559,669.19
B. Books & Supplies (Objects 4200, 4300, and 4400)		250,447.31	103,220.10
C. 1. Subagreements for Services (Object 5100)		0.00	0.00
a. ENTER amount included on Line C1 paid to a private contractor to transport pupils		0.00	0.00
2. Travel/Conferences & Dues/Memberships (Objects 5200 and 5300)		34.00	0.00
3. Insurance (Objects 5400 and 5450)		16,966.53	5,655.51
4. Rentals, Leases, Repairs, and Noncapitalized Improvements (Object 5600)		125,181.62	32,179.53
5. Interprogram/Interfund Transfers (Objects 5710 and 5750)		(120,007.26)	(22,028.60)
6. Other Services and Operating Expenditures (Object 5800) (Contracts for repairs should be charged to Object 5600)		24,765.14	7,147.23
7. Communications (Object 5900)		99.78	0.00
D. Capital Outlay, Lease Purchase & Debt Service (Home-to-School: Funds 01, 15, & 18, all applicable Resources except 7240, Function 3600, Objects 6400 & 6500, plus Fund 01, Resources 7230, 7235, and 7236, Function 9100, Objects 7438 and 7439, plus Funds 15 & 18, Function 9100, Objects 7438 and 7439, minus Fund 01, Resources 7230 and 7235, Object 8972, minus Funds 15 & 18, Object 8972) (SD/OI: Fund 01, Resource 7240, Function 3600, Objects 6400 & 6500, plus Fund 01, Resource 7240, Function 9100, Objects 7438 and 7439, minus Fund 01, Resource 7240, Object 8972)	096/095	175,980.62	0.00
1. ENTER amount of capital outlay, lease purchase & debt service included on Line D in Home-to-School that belongs in SD/OI as a decrease to Home-to-School and an increase to SD/OI. (Line D1 must net to zero)		0.00	0.00
E. Direct Support Costs			
1. Plant Maintenance & Operations and Facilities (Fund 01, Resource 7230 (HtoS) or 7240 (SD/OI), Functions 8100-8400 and 8700, Objects 2000-5999, 6400, and 6500)		1,309.47	0.00
F. Direct and Direct Support Costs (Lines A through E1 except Line C1a)		1,031,039.37	685,842.96
G. Reconciliation Amounts (For CDE's use; LEAs, refer to instructions)			
1. Additions		0.00	0.00
2. Deductions		0.00	0.00
H. Gross Transportation Expense (Line F plus Line G1 minus Line G2)		1,031,039.37	685,842.96
I. Reimbursement from other districts/county offices/charter or private schools/agencies for transportation expenses included in Line H (Fund 01, Resource 7230 (HtoS) or 7240 (SD/OI), Objects 8677 and 8699)		175,980.62	0.00
1. ENTER amount of Line I that represents reimbursements other than for transportation services (i.e., fuel tax reimbursement, insurance recovery, bus trade-in or sale, prior year refunds, etc.)		0.00	0.00
J. Subtotal, Pupil Transportation Expense (Line H minus Line I plus Line I1)	097/098	855,058.75	685,842.96
K. Indirect Costs (Approved indirect cost rate of 5.72% times the sum of Line H minus lines C1, D, and D1. If negative, then zero.)	100/101	48,909.36	39,230.22
L. Net Pupil Transportation Expense (Lines J and K)		903,968.11	725,073.18

Description	EDP No.	Home-to-School	SD/OI
SCHEDULE III - ALLOWABLE TRANSPORTATION EXPENSE			
A. Net Pupil Transportation Expense (Schedule II, Line L)		903,968.11	725,073.18
B. ENTER deduction for increased cost of court ordered transportation (Los Angeles Unified, San Bernardino Unified and San Diego Unified only)		0.00	
C. Deduction for payments to common carriers and parents in lieu of transportation provided to your pupils			
1. ENTER payments by your LEA, included in Schedule II, Line C1		0.00	0.00
2. ENTER payments by another LEA, included in Schedule II, Line C1		0.00	0.00
3. Less: ENTER payments to common carriers and parents, deducted on Line B		0.00	
D. Deduction for bus acquisition and/or replacement			
1. ENTER portion of bus payments included in Schedule II, Line D plus Line D1 that was for your pupils (exclude portion other LEAs paid to you as part of their costs)		175,980.62	0.00
2. ENTER portion of payments included in Schedule II, lines C1 and C6 paid to another LEA providing services to your LEA		0.00	0.00
3. Less: ENTER bus acquisition and/or replacement included in deduction taken on Line B		0.00	
E. Deduction for unallowable costs			
1. ENTER amount of unallowable costs included in Schedule II, lines C1 and C6 paid by you to another LEA		0.00	0.00
2. Less: ENTER unallowable costs amount included in deduction taken on Line B		0.00	
F. Total Deductions (Lines B, C1, C2, D1, D2, and E1 minus lines C3, D3, and E2)	110/111	727,987.49	725,073.18
G. Bus Operating Expense (Line A minus Line F)			
H. 1. Cost Per Mile (Line G divided by Schedule I, Line C)	120/121	5.235	4.586
2. Cost Per Pupil (Line G divided by Schedule I, Line B1)	122/123	1,193.814	5,581.780
I. Payments to common carriers and to parents in lieu of transportation (Lines C1 and C2 minus Line C3)	080/081	0.00	0.00
J. 1. ENTER prior year unallowable costs paid to another LEA used in the current year for bus purchases		0.00	0.00
2. Bus acquisition and replacement (Lines J1, D1, and D2 minus D3)	085/086	175,980.62	0.00
K. Approved Transportation Expense (Lines G, I, and J2)	130/133	903,968.11	725,073.18
L. Approved Non-SD/OI Home-to-School Transportation Expense			
1. Calculated Expense (Line K divided by Schedule I, Line B1 times Schedule I, Line B2)	132c	103,471.59	
2. ENTER LEA's computed expense if different than amount calculated in Line L1 (maintain documentation locally)	132a		

Contact: Gavin MacGregor

Title: Director of Finance and Budget

Agency: Sierra Sands Unified School District

Phone Number/Ext: (760) 499-1611

E-mail Address: gmacgregor@ssusd.org

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Unaudited Actuals
2012-13 Unaudited Actuals
Technical Review Checks

Sierra Sands Unified

Kern County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHK-RESOURCExOBJECTA - (W) - The following combinations for RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) are invalid. Data should be corrected or narrative must be provided explaining why the exception(s) should be considered appropriate. EXCEPTION

ACCOUNT	RESOURCE	OBJECT	VALUE
FD - RS - PY - GO - FN - OB			

35-7710-0-0000-0000-8590	7710	8590	208,599.51
Explanation: Revenue part of funding for CTE. CTE expenses accounted for in FD 35			

GENERAL LEDGER CHECKS

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
01	6385	4400	-180.29

Explanation: 11/12 Current Liability Adj in 12/13

EXP-POSITIVE - (W) - The following expenditure functions have a negative balance by resource, by fund. (NOTE: Functions, including CDE-defined optional functions, are checked individually, except functions 7200-7600 are combined.) EXCEPTION

FUND	RESOURCE	FUNCTION	VALUE
01	4035	2420	-82.61

Explanation: 11/12 Current liability adjustment in 12/13

SUPPLEMENTAL CHECKS

DEBT-ACTIVITY - (O) - Long-term debt exists, but it appears that no activity has been entered in the Schedule of Long-Term Liabilities (Form DEBT) for the

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following long-term debt types:

EXCEPTION

<u>Long-Term Liability Type</u>	<u>Beginning Balance</u>	<u>Ending Balance</u>
DEBT.GOV.COPS.9666	16,265,000.00	16,265,000.00

EXPORT CHECKS

Checks Completed.

11. BUSINESS ADMINISTRATION

11.4 Adoption of Resolution #3 1314 Approving the 2013-14 Estimated Gann Limit Calculations for the Sierra Sands Unified School District

BACKGROUND INFORMATION: Education Code Section 42132 specifies that each governing board shall adopt a resolution to identify the estimated appropriations limitation (Gann Limit) for the current year and the actual appropriations limit for the preceding year. Further, the section requires that the documentation used in the identification of the appropriations limits (calculations) shall be made available to the public.

CURRENT CONSIDERATIONS: The Sierra Sands Unified School District has processed its Gann calculations as part of the 2012-13 unaudited actuals on Form GANN. A copy of the calculation is attached.

FINANCIAL IMPLICATIONS: Gann limit calculations, as required by Proposition 4 enacted in 1979, did not require cuts in government spending but rather limited the growth in government spending to be no faster than the growth in population and inflation. This action has no financial impact in that the calculations are based on a formula established by state law.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board adopt Resolution #3 1314 establishing the appropriation limit under Government Code Section 7900 as presented.

	2012-13 Calculations			2013-14 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2011-12 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2011-12 Actual			2012-13 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	28,662,123.03		28,662,123.03			29,361,978.70
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	4,797.30		4,797.30			4,735.68
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2011-12			Adjustments to 2012-13		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2012-13 data should tie to Principal Apportionment Attendance Software reports)	2012-13 P2 Report			2013-14 P2 Estimate		
1. Total K-12 ADA (Form A, Lines 10, 28, & 29)	4,735.68		4,735.68	4,725.98		4,725.98
2. ROC/P ADA**						
3. Total Charter Schools ADA (Form A, Line 26)	0.00		0.00	0.00		0.00
4. Total Supplemental Instructional Hours**						
5. Divide Line B4 by 700 (Round to 2 decimal places)						
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)		4,735.68				4,725.98
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)		0.00				0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)		4,735.68				4,725.98
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2012-13 Actual			2013-14 Budget		
1. Homeowners' Exemption (Object 8021)	37,997.28		37,997.28	0.00		0.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	73,817.84		73,817.84	37,358.00		37,358.00
4. Secured Roll Taxes (Object 8041)	3,943,435.71		3,943,435.71	4,485,771.00		4,485,771.00
5. Unsecured Roll Taxes (Object 8042)	325,930.18		325,930.18	308,569.00		308,569.00
6. Prior Years' Taxes (Object 8043)	(3,051.41)		(3,051.41)	0.00		0.00
7. Supplemental Taxes (Object 8044)	247,878.26		247,878.26	59,479.00		59,479.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(649,983.71)		(649,983.71)	(707,116.00)		(707,116.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	5,473.53		5,473.53	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8047 & 8625)	7,530,532.95		7,530,532.95	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	(314,193.78)		(314,193.78)	(285,771.00)		(285,771.00)
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	11,197,836.85	0.00	11,197,836.85	3,898,290.00	0.00	3,898,290.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	11,197,836.85	0.00	11,197,836.85	3,898,290.00	0.00	3,898,290.00

	2012-13 Calculations			2013-14 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			345,984.22			349,012.51
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			345,984.22			349,012.51
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. Revenue Limit State Aid - CY (objects 8011 and 8012)	14,731,847.73		14,731,847.73	22,864,692.31		22,864,692.31
25. Revenue Limit State Aid - Prior Years (Object 8019)	811,799.81		811,799.81	0.00		0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8590)**		201,523.00	201,523.00		210,000.00	210,000.00
27. Supplemental Instruction - PY (Res. 0000, Object 8590)**		0.00	0.00		0.00	0.00
28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)**		26,544.00	26,544.00		26,500.00	26,500.00
29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)**		0.00	0.00		0.00	0.00
30. ROC/P Apportionment - CY (Res. 0000, Object 8590)**		0.00	0.00		0.00	0.00
31. ROC/P Apportionment - PY (Res. 0000, Object 8590)**		0.00	0.00		0.00	0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8590)**		0.00	0.00		0.00	0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	890,001.00		890,001.00	890,001.00		890,001.00
35. Class Size Reduction, Grade 9 (Object 8590)**		112,420.00	112,420.00		112,420.00	112,420.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	16,433,648.54	340,487.00	16,774,135.54	23,754,693.31	348,920.00	24,103,613.31
ADD BACK TRANSFERS TO COUNTY						
37. County Office Funds Transfer (Form RL, Line 32)	52.00		52.00	0.00		0.00
38. TOTAL STATE AID (Lines C36 plus C37)	16,433,700.54	340,487.00	16,774,187.54	23,754,693.31	348,920.00	24,103,613.31
DATA FOR INTEREST CALCULATION						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	43,066,491.99		43,066,491.99	40,199,460.78		40,199,460.78
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	54,402.60		54,402.60	70,000.00		70,000.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			28,662,123.03			29,361,978.70
2. Inflation Adjustment			1.0377			1.0512
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			0.9872			0.9980
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			29,361,978.70			30,803,581.39
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			11,197,836.85			3,898,290.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)			568,281.60			567,117.60
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			16,774,187.54			24,103,613.31
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			16,774,187.54			24,103,613.31
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			35,379.61			48,845.24
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			11,233,216.46			3,947,135.24
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			16,774,187.54			24,103,613.31
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			11,233,216.46			
b. State Subventions (Line D8)			16,774,187.54			
c. Less: Excluded Appropriations (Line C23)			345,984.22			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			27,661,419.78			

Please provide below an explanation for each entry in the adjustments column.

** Impacted by the flexibility provisions of SBX3 4 (Chapter 12, Statutes of 2009), as amended by SB 70 (Chapter 7, Statutes of 2011). Amounts in Section C, State Aid Received, can no longer be extracted and must be manually input into the Adjustments column.

Section C	Section D	Section E	Section F	Section G	Section H	Section I	Section J	Section K	Section L	Section M	Section N	Section O	Section P	Section Q	Section R	Section S	Section T	Section U	Section V	Section W	Section X	Section Y	Section Z	Section AA	Section AB	Section AC	Section AD	Section AE	Section AF	Section AG	Section AH	Section AI	Section AJ	Section AK	Section AL	Section AM	Section AN	Section AO	Section AP	Section AQ	Section AR	Section AS	Section AT	Section AU	Section AV	Section AW	Section AX	Section AY	Section AZ	Section BA	Section BB	Section BC	Section BD	Section BE	Section BF	Section BG	Section BH	Section BI	Section BJ	Section BK	Section BL	Section BM	Section BN	Section BO	Section BP	Section BQ	Section BR	Section BS	Section BT	Section BU	Section BV	Section BW	Section BX	Section BY	Section BZ	Section CA	Section CB	Section CC	Section CD	Section CE	Section CF	Section CG	Section CH	Section CI	Section CJ	Section CK	Section CL	Section CM	Section CN	Section CO	Section CP	Section CQ	Section CR	Section CS	Section CT	Section CU	Section CV	Section CW	Section CX	Section CY	Section CZ	Section DA	Section DB	Section DC	Section DD	Section DE	Section DF	Section DG	Section DH	Section DI	Section DJ	Section DK	Section DL	Section DM	Section DN	Section DO	Section DP	Section DQ	Section DR	Section DS	Section DT	Section DU	Section DV	Section DW	Section DX	Section DY	Section DZ	Section EA	Section EB	Section EC	Section ED	Section EE	Section EF	Section EG	Section EH	Section EI	Section EJ	Section EK	Section EL	Section EM	Section EN	Section EO	Section EP	Section EQ	Section ER	Section ES	Section ET	Section EU	Section EV	Section EW	Section EX	Section EY	Section EZ	Section FA	Section FB	Section FC	Section FD	Section FE	Section FF	Section FG	Section FH	Section FI	Section FJ	Section FK	Section FL	Section FM	Section FN	Section FO	Section FP	Section FQ	Section FR	Section FS	Section FT	Section FU	Section FV	Section FW	Section FX	Section FY	Section FZ	Section GA	Section GB	Section GC	Section GD	Section GE	Section GF	Section GG	Section GH	Section GI	Section GJ	Section GK	Section GL	Section GM	Section GN	Section GO	Section GP	Section GQ	Section GR	Section GS	Section GT	Section GU	Section GV	Section GW	Section GX	Section GY	Section GZ	Section HA	Section HB	Section HC	Section HD	Section HE	Section HF	Section HG	Section HH	Section HI	Section HJ	Section HK	Section HL	Section HM	Section HN	Section HO	Section HP	Section HQ	Section HR	Section HS	Section HT	Section HU	Section HV	Section HW	Section HX	Section HY	Section HZ	Section IA	Section IB	Section IC	Section ID	Section IE	Section IF	Section IG	Section IH	Section II	Section IJ	Section IK	Section IL	Section IM	Section IN	Section IO	Section IP	Section IQ	Section IR	Section IS	Section IT	Section IU	Section IV	Section IW	Section IX	Section IY	Section IZ	Section JA	Section JB	Section JC	Section JD	Section JE	Section JF	Section JG	Section JH	Section JI	Section JJ	Section JK	Section JL	Section JM	Section JN	Section JO	Section JP	Section JQ	Section JR	Section JS	Section JT	Section JU	Section JV	Section JW	Section JX	Section JY	Section JZ	Section KA	Section KB	Section KC	Section KD	Section KE	Section KF	Section KG	Section KH	Section KI	Section KJ	Section KK	Section KL	Section KM	Section KN	Section KO	Section KP	Section KQ	Section KR	Section KS	Section KT	Section KU	Section KV	Section KW	Section KX	Section KY	Section KZ	Section LA	Section LB	Section LC	Section LD	Section LE	Section LF	Section LG	Section LH	Section LI	Section LJ	Section LK	Section LL	Section LM	Section LN	Section LO	Section LP	Section LQ	Section LR	Section LS	Section LT	Section LU	Section LV	Section LW	Section LX	Section LY	Section LZ	Section MA	Section MB	Section MC	Section MD	Section ME	Section MF	Section MG	Section MH	Section MI	Section MJ	Section MK	Section ML	Section MM	Section MN	Section MO	Section MP	Section MQ	Section MR	Section MS	Section MT	Section MU	Section MV	Section MW	Section MX	Section MY	Section MZ	Section NA	Section NB	Section NC	Section ND	Section NE	Section NF	Section NG	Section NH	Section NI	Section NJ	Section NK	Section NL	Section NM	Section NN	Section NO	Section NP	Section NQ	Section NR	Section NS	Section NT	Section NU	Section NV	Section NW	Section NX	Section NY	Section NZ	Section OA	Section OB	Section OC	Section OD	Section OE	Section OF	Section OG	Section OH	Section OI	Section OJ	Section OK	Section OL	Section OM	Section ON	Section OO	Section OP	Section OQ	Section OR	Section OS	Section OT	Section OU	Section OV	Section OW	Section OX	Section OY	Section OZ	Section PA	Section PB	Section PC	Section PD	Section PE	Section PF	Section PG	Section PH	Section PI	Section PJ	Section PK	Section PL	Section PM	Section PN	Section PO	Section PP	Section PQ	Section PR	Section PS	Section PT	Section PU	Section PV	Section PW	Section PX	Section PY	Section PZ	Section QA	Section QB	Section QC	Section QD	Section QE	Section QF	Section QG	Section QH	Section QI	Section QJ	Section QK	Section QL	Section QM	Section QN	Section QO	Section QP	Section QQ	Section QR	Section QS	Section QT	Section QU	Section QV	Section QW	Section QX	Section QY	Section QZ	Section RA	Section RB	Section RC	Section RD	Section RE	Section RF	Section RG	Section RH	Section RI	Section RJ	Section RK	Section RL	Section RM	Section RN	Section RO	Section RP	Section RQ	Section RR	Section RS	Section RT	Section RU	Section RV	Section RW	Section RX	Section RY	Section RZ	Section SA	Section SB	Section SC	Section SD	Section SE	Section SF	Section SG	Section SH	Section SI	Section SJ	Section SK	Section SL	Section SM	Section SN	Section SO	Section SP	Section SQ	Section SR	Section SS	Section ST	Section SU	Section SV	Section SW	Section SX	Section SY	Section SZ	Section TA	Section TB	Section TC	Section TD	Section TE	Section TF	Section TG	Section TH	Section TI	Section TJ	Section TK	Section TL	Section TM	Section TN	Section TO	Section TP	Section TQ	Section TR	Section TS	Section TT	Section TU	Section TV	Section TW	Section TX	Section TY	Section TZ	Section UA	Section UB	Section UC	Section UD	Section UE	Section UF	Section UG	Section UH	Section UI	Section UJ	Section UK	Section UL	Section UM	Section UN	Section UO	Section UP	Section UQ	Section UR	Section US	Section UT	Section UY	Section UZ	Section VA	Section VB	Section VC	Section VD	Section VE	Section VF	Section VG	Section VH	Section VI	Section VJ	Section VK	Section VL	Section VM	Section VN	Section VO	Section VP	Section VQ	Section VR	Section VS	Section VT	Section VY	Section VZ	Section WA	Section WB	Section WC	Section WD	Section WE	Section WF	Section WG	Section WH	Section WI	Section WJ	Section WK	Section WL	Section WM	Section WN	Section WO	Section WP	Section WQ	Section WR	Section WS	Section WT	Section WY	Section WZ	Section XA	Section XB	Section XC	Section XD	Section XE	Section XF	Section XG	Section XH	Section XI	Section XJ	Section XK	Section XL	Section XM	Section XN	Section XO	Section XP	Section XQ	Section XR	Section XS	Section XT	Section XY	Section XZ	Section YA	Section YB	Section YC	Section YD	Section YE	Section YF	Section YG	Section YH	Section YI	Section YJ	Section YK	Section YL	Section YM	Section YN	Section YO	Section YP	Section YQ	Section YR	Section YS	Section YT	Section YZ	Section ZA	Section ZB	Section ZC	Section ZD	Section ZE	Section ZF	Section ZG	Section ZH	Section ZI	Section ZJ	Section ZK	Section ZL	Section ZM	Section ZN	Section ZO	Section ZP	Section ZQ	Section ZR	Section ZS	Section ZT	Section ZY	Section ZZ
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Gavin MacGregor
Gann Contact Person

(760) 499-1611
Contact Phone Number

**BEFORE THE GOVERNING BOARD OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT
COUNTY OF KERN, STATE OF CALIFORNIA**

RESOLUTION ESTABLISHING)	
APPROPRIATIONS LIMIT UNDER)	
GOVERNMENT CODE §§7900, ET SEQ.)	<u>Resolution No. #3 1314</u>
_____)	

Recitals

1. Government Code §§7900, et seq., require local jurisdictions, including school districts, to establish each year the appropriations limit applicable to that entity.
2. Government Code §7902.1 provides that where the proceeds of taxes for a school district exceed the preliminarily calculated appropriations limit, the district may by resolution increase its appropriations limit.
3. As shown in the attached staff report, an adjustment to our appropriations limit would be appropriate for the current fiscal year.

Action Taken

NOW, THEREFORE, THE BOARD RESOLVES THAT:

1. **Recitals Approved.** The above recitals are approved and found to be correct.
2. **Appropriations Limit for Current Fiscal Year Established.** The appropriations limit applicable to this district for the current fiscal year is established as \$30,803,581.39, an amount equal to the estimated amount of proceeds of taxes as calculated by staff.
3. **Appropriations Limit Recalculated for Prior Fiscal Year.** As required by Education Code §42132, the recalculated appropriations limit for the prior fiscal year is \$29,361,978.70.
4. **Periodic Readjustments.** The Superintendent or designee is authorized to act on behalf of the Board in adjusting our appropriations limit if and when there may be an update in reported proceeds of taxes.

* * * * *

I CERTIFY that the above Resolution #3 1314, proposed by Trustee _____ and seconded by Trustee _____, was duly passed and adopted by the Governing Board of the Sierra Sands Unified School District of Kern County, California, at an official and public meeting thereof held on September 19, 2013, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

DATED:_____.

GOVERNING BOARD OF THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:_____

Title:_____

Attachment: Staff Report

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

CURRENT CONSIDERATIONS: “A” and “B” warrants released in August, 2013 are submitted for approval. “A” warrants totaled \$2,205,002.05. “B” warrants totaled \$800,615.32.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for August, 2013 as presented.

This list represents the "A" and "B" warrants released during the month of August **2013**
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	\$1,694,521.06
End of month classified	\$460,049.99
10th of month certificated	\$26,564.50
10th of month classified	\$23,866.50
Total "A" Warrants	\$2,205,002.05

"B" WARRANTS

<u>Register Number</u> <u>Batch</u>	<u>Amount</u>
8	\$178,390.96
9	July
10	Food Service
11	July
12	July
13	\$6,674.47
14	\$155,606.09
15	\$137,485.82
16	\$22,100.64
17	\$106,834.24
18	\$31,739.15
19	\$112,114.43
20	\$1,449.00
21	\$48,220.52
22	September
23	Food Service
24	September
25	September
26	September
27	Food Service
28	VOID
29	September
30	VOID
31	September
32	September
33	September
34	September
35	Food Service
36	September
Total "B" Warrants	\$800,615.32

12. CONSENT CALENDAR

12.2 Approval for Burroughs High School Varsity Cheerleaders to Attend an Out of State Festival in Honolulu, Hawaii, January 23-27, 2014

BACKGROUND INFORMATION: Board approval is required when students travel out of the state on school activities.

CURRENT CONSIDERATIONS: The Burroughs High School Varsity Cheer Team would like to attend the ProBowl in Honolulu, Hawaii from January 23-27, 2014. The Varsity Cheer Team qualified and were invited to participate in the halftime show of the nationally televised NFL contest. The travel package and itinerary is facilitated by the United Spirit Association (USA Cheer). Students and chaperones will stay four to a room at the Hilton Waikiki Prince Kuhio Hotel. Included in the cost of the travel package is all ground transportation and baggage transfers, Magic of Polynesia Dinner Show, three meal coupons for local restaurants, professional instruction from USA/UCA/UDA staff, memorabilia, practice and performance uniforms, and tickets for the ProBowl. We are required to provide a minimum of one adult (25 years or older) for every 10 performers. Approximately 20 cheerleaders will attend.

FINANCIAL IMPLICATIONS: All transportation, lodging, and other considerations will be paid for by BHS Varsity Cheer Program with no cost to the district.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the travel for the BHS Varsity Cheer Team to attend the out of state festival in Honolulu, Hawaii from January 23-27, 2014.

12. CONSENT CALENDAR

12.3 Approval of Interdistrict Transfer Agreement for Montgomery

BACKGROUND INFORMATION: According to Education Code 46600-46611 students may apply to attend school in a district outside of their attendance boundary under an interdistrict attendance permit. The Education Code states that upon request from the parents/guardians, the district may approve interdistrict attendance permits on a case by case basis.

CURRENT CONSIDERATIONS: Ms. Geralin Montgomery, a Sierra Sands employee, has requested an interdistrict transfer agreement from Kernville Union School District for Jack and Ajay Montgomery. Both parents work in Ridgecrest. Jack and Ajay have been released by Kernville Union School District

FINANCIAL IMPLICATIONS: There are no known financial implications at this time.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the interdistrict transfer requests for Jack and Ajay Montgomery.

12. CONSENT CALENDAR

12.4 Approval of Contract with Kern County Superintendent of Schools for Mobility and Visually Impaired Itinerant Services for Special Education Students

BACKGROUND INFORMATION: The Sierra Sands SELPA provides all required services to special education students within its boundaries, except Mobility and Visually Impaired services for students with vision disabilities. Qualified professionals are not available within the Sierra Sands SELPA so services are provided by the Kern County Superintendent of Schools office.

CURRENT CONSIDERATIONS: In order to continue to provide the services for students with vision disabilities for the 2013-14 school year, and as those services are not available within the SELPA, it is necessary to contract with the County Superintendent of Schools office for these services.

FINANCIAL CONSIDERATIONS: The estimated cost for the contracted services with Kern County Superintendent of Schools Office for the 2013-14 school year is not to exceed \$35,000. The services for Mobility and Visually Impaired students will be funded by the SELPA budget. There will be no cost to the general fund.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board of Education approve the contract and expenses as written.

OFFICE OF CHRISTINE LIZARDI FRAZIER
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

**SPECIAL EDUCATION SERVICES
(VISION AND MOBILITY AND ORIENTATION)**

This Special Education Services Agreement (Agreement) is between the **KERN COUNTY SUPERINTENDENT OF SCHOOLS**, a California public education agency (Contractor) and the **SIERRA SANDS UNIFIED SCHOOL DISTRICT**, a political subdivision of the State of California (District).

RECITALS

This Agreement is based on the following facts and understandings of the parties:

- A. District is in need of special education services consisting of speech and language services in order to provide services to its pupils with disabilities under applicable law. District does not employ qualified specialists in this area.
- B. Contractor employs qualified Speech and Language Pathologists and is willing to provide their services to District on the terms contained in this Agreement.
- C. This Agreement is intended to be the written agreement between the parties regarding to the services to be provided during the referenced Term.

TERMS

Based upon the Recitals and the promises exchanged by the parties in this Agreement, the parties agree as follows:

1. Scope of Services. The nature and scope of services under this Agreement are set forth in Attachment A and are incorporated by reference into the Agreement.
2. Term. The initial term of this Agreement shall be from **July 1, 2013** through **June 30, 2014**. The Agreement shall continue in force after the termination date by automatically rolling over for successive terms of one year up to a maximum of three years total; provided, however that any party may terminate the Agreement after the initial one-year term upon thirty days written notice.
3. Additional Provisions. The attached additional provisions are part of the Agreement and fully incorporated by reference.

DISTRICT
SIERRA SANDS UNIFIED SCHOOL DIST

By 

Name:

Address: 113 Felspar Ave
Ridgecrest, CA 93555

Date: 8-26-13

CHRISTINE LIZARDI FRAZIER
KERN COUNTY SUPERINTENDENT OF SCHOOLS

By 

Name:

Address: 1300 17th Street, Bakersfield, CA 93301
Acct. Code: 02-400-6500-0-8689.00-5001-0000-00-0000-000

Date: 8/13/13

ADDITIONAL PROVISIONS OF THIS AGREEMENT

4. Price. Contractor shall furnish the services called for under this Agreement in exchange for payment in the amount set forth in Attachment A. Contractor shall be paid for services satisfactorily rendered based upon invoices submitted no more frequently than quarterly. The invoices shall provide detail concerning the date(s) of service, the nature of the service, and any mileage for travel to and from the site(s) where the services will be performed. Payment is due 30 days following the date of invoice.

5. Indemnification. Each party agrees to defend, hold harmless and indemnify the other party (and the other party's officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by (A) the indemnifying party's breach of the terms of this Agreement, (B) the act or omission of the indemnifying party, its employees, officers, agents and assigns in connection with the performance of this Agreement, and (C) the presence of the indemnifying party, its officers, employees, agents, assigns or invitees on the other party's premises.

In the event that any action or proceeding is brought against the other party by reason of any claim or demand discussed in this section, upon notice from other party, the indemnifying party shall defend the action or proceeding at the other party's expense through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage determined by a court of competent jurisdiction to be caused solely by the sole active negligence or by the willful misconduct of the other party, its officers, employees, trustees or agents.

6. Insurance Requirements. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rated not less than A-; VII in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability insurance for any auto with combined single limits of liability of not less than

\$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party's policy(ies) shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

It is understood that each of the parties is self-insured as permitted by California law.

7. Status of Parties. The parties agree that Contractor, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. The parties shall be free to contract for similar services to be performed while under contract with each other. Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not entitled to participate in any pension plan, insurance, bonus or similar benefits District provides for its employees.

Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of District. Contractor shall determine the means and methods for carrying out the work to achieve the result required by District. Contractor shall determine the hours during which the service shall be performed and the sequence of tasks. Nothing in this Agreement shall prohibit Contractor from taking on other jobs or performing services for other entities, so long as Contractor can perform the work necessary to carry out this Agreement.

8. Termination. One party may terminate this Agreement prior to its expiration as follows:

A. If the other party fails to comply with the insurance or indemnification requirements of this Agreement.

B. If the other party commits a material breach of this Agreement and fails to cure the breach within 30 days after written demand.

C. As provided in section 2, after the initial one-year term.

9. Miscellaneous Provisions.

A. Entire Agreement. This Agreement, including any exhibits or schedules referred to which it refers, constitutes the final, complete and exclusive statement of the terms of agreement between the parties pertaining to the subject matter of the Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

B. Amendment. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Agreement without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.

F. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

G. Notices. Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal services on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the

addressee through written notice under this provision.

H. Authority to Enter Into Agreement. Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery and performance of the Agreement.

I. Compliance with Law. In the course of performing this Agreement, Contractor shall observe and comply with all applicable federal, state and local laws, regulations and ordinances now in effect or subsequently enacted.

J. Nondiscrimination. Neither party, nor any officer, agent, employee or subcontractor of a party shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Agreement based on gender or any other basis prohibited by applicable law.

K. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

L. Licenses and Permits. Contractor represents that Contractor, and Contractor's employees who will render services under this Agreement, are fully qualified and competent to provide the services called for under the Agreement. Contractor shall secure and maintain in force any permits or licenses required to perform the services called for under this Agreement, at Contractor's expense unless specified otherwise in the Agreement.

M. Confidentiality. Contractor shall at all times protect the confidentiality of all matters for which Contractor provides service or to which Contractor has access under this Agreement, including, but not limited to, any records pertaining to pupils or employees. Contractor shall not disclose or discuss the facts of any such matter with any person other than District's authorized representatives without prior written consent of District, a court order, judicial subpoena or other valid legal process.

N. Pupil Safety Requirements. Contractor certifies that neither Contractor nor any of its employees or subcontractors who may come in contact with pupils has been convicted of a felony as defined in Education Code section 45122.1. Contractor shall contract with the Department of Justice for a subsequent arrest service and shall immediately inform District, and remove from District's or other premises where pupils may be present, any employee or subcontractor whom Contractor discovers has been convicted of a felony defined in Education Code section 45122.1. Contractor's employees shall check in at the site office upon arrival and departure to notify District's personnel of their presence.

ATTACHMENT A
SCOPE OF SERVICES AND PAYMENT
(Special Education Services – Vision and Mobility and Orientation)

1. Scope of Services.

Contractor shall make available the services of a qualified Vision Specialist and a qualified Mobility and Orientation Specialist during the term of this Agreement as required by District to serve to its students and students of school districts it serves. These services are of a highly specialized nature, and the necessary knowledge, experience and ability are currently not available through District's own employees. The services provided shall include, but are not limited to, the following:

- Providing vision/mobility and orientation services (as applicable), to students designated by District, including assessment, direct service to children according to their Individualized Education Program (IEP) and consultation services;
- Participation in IEP meetings for the students served, drafting appropriate goals and objectives relating to vision/mobility and orientation services, as applicable, and implementation and monitoring of goals and objectives;
- Preparation of all customary documentation and reports required by District;
and
- Collaboration with teachers, administrators, and other persons providing services to the students served.

Contractor understands the importance and legal necessity for (1) the provision of services in accordance with any schedule or frequency contained in the provisions of the IEP, and (2) the presence of the vision and mobility and orientation specialists at IEP meetings for students for whom Contractor has provided services.

Contractor warrants that any personnel whose services it furnishes under this Agreement shall be properly licensed or credentialed in California to perform the applicable services in a school setting.

Requests from District for service will be made in writing to Contractor, with as much advance notice as possible. For fiscal year this Agreement is in effect, District shall provide Contractor with an estimate of the number of hours of vision and mobility and orientation services which it will require for the coming fiscal year.

If in the professional judgment of District's Administration, a specialist's assigned by Contractor is incompetent, negligent, has engaged in misconduct, or is unable to work on a

collaborative basis with other personnel, District may require therapist to leave District's premises, and shall inform Contractor of this action immediately. District's obligation to compensate Contractor for such specialist's services shall be limited to the services actually and properly performed by such therapist up to the time the specialist was directed to leave the premises.

While providing services at District, Contractor's specialists shall comply with all provisions of any applicable licensing or credentialing law or regulation under which he or she is qualified and with facility policies adopted by District to protect the health and welfare of students. District shall provide orientation for the specialists during which general policies and procedures as well as special requirements and procedures of District related to the rendering of the services in District's facilities will be explained.

2. Payment.

District shall pay Contractor for services rendered under this Agreement at the rate of \$437.00 per day for the Vision Specialist, and \$437.00 per day for the Mobility and Orientation Specialist. A day shall be defined as at least seven hours of service per person, including travel to and from the site from Bakersfield. (Where less than seven hours' services are provided, District shall pay based on hours of service rendered including travel at the rate of \$58.26 per hour for vision services or \$58.26 for mobility and orientation services). In addition, District shall pay Contractor the sum of \$140 for each trip to District's site to cover mileage and travel expenses; if the services of both the Vision and Mobility and Orientation Specialist are provided during the same time frame such that they can travel to District's site together, only a single \$140 charge shall be made.

Contractor reserves the right to increase the price for the services after the expiration of the initial term of the Agreement upon 30 days written notice to District; provided that District would have the right to terminate the Agreement on 30 days' written notice as provided in section 2.

12. CONSENT CALENDAR

12.5 Approval of Agreement with Atkinson, Andelson, Loya, Ruud and Romo for Legal Services Associated with Developer Fees, Modernization, and New Construction

BACKGROUND INFORMATION: The law firm of Atkinson, Andelson, Loya, Ruud & Romo are recognized leaders in California in the area of facilities and property acquisition and construction law. The District has had a very positive and beneficial working relationship with this firm since 2006.

CURRENT CONSIDERATIONS: The District continues to require legal services associated with its ongoing student facility needs. The District wishes to continue its relationship with Atkinson, Andelson, Loya, Ruud and Romo as it sees multiple benefits in obtaining council in the facilities arena which is knowledgeable, consistent and focused on the District's historical and future needs.

FINANCIAL IMPLICATIONS: The terms and conditions of the contract are set forth in the attached. The rates proposed by Atkinson, Andelson, Loya, Ruud and Romo include an increase of 4%. In view of the fact the AALRR's rates have remained stable for the last three (3) years, the amount of the increase is considered reasonable. The District and the firm continue to work together to utilize phone and email communications as much as possible in order to keep costs to a minimum.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the Board approve the contract with the law firm of Atkinson, Andelson, Loya, Ruud & Romo for legal services for our 2013-14 school year. In consideration of the nature of the Fund 25 is counsel provided by this firm, the appropriate fund source for this expenditure.

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2013, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as "Attorney" or the "Law Firm" and SIERRA SANDS UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District".

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2013, through June 30, 2014. For the period July 1, 2013, through June 30, 2014, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	\$255.00
Partners/Senior Counsel	\$245.00
Senior Associates	\$240.00
Associates	\$225.00
Non-Legal Consultants	\$160.00
Senior Paralegals/Law Clerks	\$165.00
Paralegals/Legal Assistants	\$160.00

The Law Firm shall bill in quarter-hour increments.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school finance, bankruptcy, copyright, non-profit organizations, and appellate law, the District agrees to pay the Law Firm an hourly rate higher than the above-stated rates, subject to the prior approval of the District. The District shall be informed of such specialized services and rates prior to any billings by the Law Firm.

V. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and

communications, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement. Although the Law Firm has a financial interest in the work performed by these consultants, the Law Firm is not suggesting or recommending the District utilize consultant services but, rather, offers their services as an accommodation to the District at its sole discretion.

VI. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right of unsubscribe at any time.

VII. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

VIII. DURATION

This Agreement shall be effective July 1, 2013, through June 30, 2014, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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IX. EXECUTION DATE

This Agreement is entered into this 1st day of July, 2013.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
TERRY T. TAO

“District”

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

12. CONSENT CALENDAR

12.6 Approval of Student Teaching Agreement with California State University,
Bakersfield

BACKGROUND INFORMATION: The district periodically enters into an agreement with a university to provide teaching experience through practice teaching to students enrolled in teacher training programs.

CURRENT CONSIDERATIONS: A student teaching agreement with California State University, Bakersfield, is being submitted for approval.

FINANCIAL IMPLICATIONS: None. The district is reimbursed at a flat rate per student, which will cover all services provided.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the student teaching agreement with California State University, Bakersfield, as presented.

**TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
CALIFORNIA STATE UNIVERSITY, BAKERSFIELD**

STUDENT TEACHING AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University noted below, all of which are hereinafter called University, and the School District, noted below, hereinafter called the District.

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula at the University;

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

The University and the District are as follows:

CALIFORNIA STATE UNIVERSITY, BAKERSFIELD

AND

SIERRA SANDS UNIFIED SCHOOL DISTRICT

1. **Scope of Services:** The District shall provide to University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid California credentials, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

An assignment of a student of the University to practice teaching in schools or classes of the District shall be, at the discretion of the University, approximately ten (10) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student is presented by the representative of the University to the proper authorities of the District.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the quarter units of practice teaching provided the student by the District

2. **Non-Discrimination:** District shall not employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ethnic group, marital or parental status, ancestry, age, sexual orientation, or physical or mental disability or the perception of one or more of such characteristics.

3. **Independent Status:** This Agreement is between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

4. **Student Teacher Requirements:** A negative TB test, CBEST scores, and a copy of each student's Certificate of Clearance issued by the State of California, which includes fingerprint clearance from the Department of Justice, will be kept on file at the University.

5. **Insurance:** Each party shall maintain in effect during the life of this Agreement the following policies of insurance: (1) commercial general liability insurance with single combined limits of not less than \$1,000,000 per occurrence; (2) professional liability insurance; and (3) worker's compensation insurance as required under state law. However, the District shall not be responsible for workers' compensation insurance for student teachers.

6. **Indemnification:** The State of California, the Trustees of the California State University, CSU Bakersfield, their officers, agents and employees shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this Agreement. The District, their officers, agents and employees shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this Agreement. It is the intention that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence, active or passive, of their respective officers, agents and employees.

7. **Term of Agreement:** This Agreement shall be effective July 1, 2013 and remain in effect until termination on June 30, 2016.

8. **Termination:** The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon

request of the District, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the District.

STATE OF CALIFORNIA Trustee of the California State University
By:
Title: Director, Procurement and Contract Services
Date:
(School District) Sierra Sands Unified School District
By: Joanna Rummer
Title: Superintendent
Date:

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on September 19, 2013.

"It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the Sierra Sands Unified School District is hereby authorized to execute the same."

SIERRA SANDS UNIFIED SCHOOL DISTRICT
(District)
KERN
(County)

By
Clerk, Secretary (Strike one) of the
Governing Board of the School District

12. CONSENT CALENDAR

12.7 Resignation of the Sierra Sands Unified School District Superintendent of Schools

BACKGROUND INFORMATION: Mrs. Rummer is in her 10th year as Superintendent of Sierra Sands Unified School District. While it has been a pleasure to serve the students, staff, parents, and community of the Sierra Sands Unified School District for this period of time, she feels it is appropriate for the 2013-14 school year to be her last year so that she may devote more time to family. She is submitting her resignation several months in advance to allow the Board ample time to fill this very important, very rewarding position.

CURRENT CONSIDERATIONS: While it has been an honor to serve Sierra Sands Unified School District, Mrs. Rummer is submitting her letter of resignation effective June 30, 2014.

FINANCIAL IMPLICATIONS: None

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the resignation of the Sierra Sands Unified School District Superintendent of Schools.



SIERRA SANDS UNIFIED SCHOOL DISTRICT

Joanna Rummer
Superintendent

113 W. Felspar Avenue • Ridgecrest, CA • 93555 • 760 499-1600 •
Website: www.ssusdschools.org

September 19, 2013

Honorable Board of Trustees of Sierra Sands Unified School District
Dear President Farris,

Please accept this letter of appreciation and my formal notice of resignation effective June 30, 2014 from the position of Superintendent of Sierra Sands Unified School District. I have held the position for nine years and am currently in my 10th year of service in this position.

It has been a pleasure to serve the students, staff, parents, and community of Sierra Sands Unified School District. I have been very fortunate to serve a Board that recognizes potential, provides guidance and training, support, and has had confidence in my abilities and performance. I have never felt alone or without options. I have witnessed the rational decision making, caring, and extreme compassion the Board has shown in many difficult situations. I have observed the knowledge, experience and advocacy the Board has demonstrated as the District traversed the uncertainties in education over the last several years. I commend the Board for its dedication and commitment to the educational improvement and well-being of each child in the District and am extremely grateful for the guidance and support you have shown me throughout my tenure.

I have also been privileged to serve with an amazing staff. My cabinet is my PLC. Together we have melded the direction provided by the Board with state and federal mandates and requirements into a dynamic, flexible, and strategic plan that guides our school leaders, faculty, and support services forward. We have been fortunate to have district, school site and department leaders that have the expertise and experience to work closely with colleagues to ensure compliance and address each student individually. I am grateful for having such an exemplary, dedicated, committed, resilient staff focused on student success and well-being. Together, as a cohesive, synchronous unit, we have raised student achievement to the state target over 800, improved student facilities, refined and enhanced programs, and realigned our efforts and practices to conserve energy and become more efficient. More importantly, we came together during an extremely difficult time to ensure that the needs of our students were being met and exceeded.

It has been an honor to work for parents and a community with values, ethics, and a passion for education and support of our kids. The parents and businesses of this community have provided unending support of our students and programs to ensure that our kids have every opportunity to have a positive, enriching, broad based, whole life and educational experience that is exceptional in every way. Our students have been encouraged and supported and have gained confidence of self through the many interactions provided through our parents and community. Our community provides generously in support of the kids and you have my heartfelt "thank you" for your many efforts and contributions.

Most of all, our children must be recognized for their outstanding efforts in their own educational processes. They have shown improved achievement and masterful ability as demonstrated on standardized tests, multiple measures, and participation in any number of school and community events both competitive and co-curricular. They have volunteered, tutored, worked, entertained, and have been good citizens. They have erred, learned, overcome, and grown through their lives and through their educational experiences with resilience, strength, and character. We have awesome kids!

I am very proud of the accomplishments of the District during my Superintendency. As you know, to be Superintendent one must commit to the position 24/7. I find that my priorities are changing and I would like to spend more time with my family. I am submitting my resignation early to allow the Board ample time to fill this very important, very rewarding position. I am so very grateful for the experiences I have been able to have while serving in this position and thank you all for allowing me the opportunity.

Respectfully,


Joanna Rummer

Board of Education

Amy Castillo Covert • Judy Dietrichson • Bill Farris • Tom Pearl • Kurt Rockwell • Michael Scott