

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**Board of Education  
Regular Meeting**

**SEPTEMBER 10, 2015  
Ridgecrest City Council Chambers  
100 West California Avenue  
*www.ssusd.org***

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

**A G E N D A**

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

**7:00 P.M.**

Amy Castillo-Covert  
Bill Farris, President  
Tim Johnson  
Kurt Rockwell  
Michael Scott, Vice President/Clerk

Ernest M. Bell, Jr., 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 and regular meetings of August 20, 2015.**

**3. PROGRAMS AND PRESENTATIONS**

- Recognition of Amy Castillo-Covert for Years of Service as a Member of the Board of Education, Sierra Sands Unified School District
- Murray Middle School: Rachel's Link, Connecting and Engaging

**4. PUBLIC HEARING**

- 4.1 Public Hearing and Adoption of Resolution #3 1516, 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
- Superintendent's Council
- Board Workshop
- SB 111 Update

### 5.4 Report to the Board of Trustees by the Desert Area Teachers 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 Approval of Contracts with Supplemental Educational Service (SES) Providers

### 6.2 Approval of Second Step Supplemental Curriculum for Elementary School Counseling Program

### 6.3 Approval of Amendment to Contract with Sanderson's Health Services, Inc. for Services to Sierra Sands Special Education

### 6.4 Approval Ratification to Contract with VocoVision

## 7. POLICY DEVELOPMENT AND REVIEW

## 8. PERSONNEL ADMINISTRATION

### 8.1 Certificated

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

### 8.2 Classified

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

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

### 8.4 Approval of Resolutions #8 1516, #9 1516, and #10 1516, Teachers Teaching Out of Their Major/Minor Field or Area

### 8.5 Adoption of Resolution #4 1516, Week of the School Administrator

9. GENERAL ADMINISTRATION

9.1 Gifts to District

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

10.2 Adoption of Resolution #2 1516 to Adopt the California Environmental Quality Act (CEQA) Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program for the New Murray Middle School Project

10.3 Approval to Enter into an Amendment to the Agreement for Inspector of Record Services for the New Murray Middle School for Inspection at a Selected Modular Manufacturing Facility

10.4 Approval to Issue a Letter to the City of Ridgecrest/County of Kern Requesting Traffic Control Measures for the New Murray Middle School

11. BUSINESS ADMINISTRATION

11.1 Approval of Agreement with Atkinson, Andelson, Loya, Ruud & Romo for Legal Services Associated with Modernization and Construction

11.2 Approval of Legal Services Agreement with Parker & Covert LLP

11.3 Adoption of Resolution #7, 1516 Approving the 2015-16 Estimated Gann Limit Calculations for the Sierra Sands Unified School District

11.4 Acceptance of the 2014-15 Unaudited Actuals

12. CONSENT CALENDAR

12.1 “A”&“B” Warrants

12.2 Adoption of Resolution #5 1516, Authorization to Extend the Existing Contract with Mather Bros., Inc. for the Purchase of Dairy Products for the 2015-16 School Year

12.3 Adoption of Resolution #6 1516, Authorization to Extend the Existing Contract with Flowers Bakery, Inc. for the Purchase of Bread Products for the 2015-16 School Year

12.4 Approval for Burroughs High School Varsity Cheerleading Squad to Attend an Out of State Cheerleading Performance in Honolulu, Hawaii, January 28-February 1, 2016

12.5 Approval of Recommendations for Expulsion, Expulsion Case #01 1516

13. FUTURE AGENDA

14. ADJOURNMENT

The next regular meeting of the Board of Education will be October 15, 2015.

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

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



# SIERRA SANDS UNIFIED SCHOOL DISTRICT

## Minutes of the Special Meeting of the Board of Education

DATE OF MEETING: August 20, 2015  
TIME OF MEETING: 6:30 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott  
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent  
MOMENT OF SILENCE was observed.

### 1. ADOPTION OF AGENDA

The agenda was adopted by consensus.

### 2. CLOSED SESSION

#### 2.1 Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b): One potential case.

The board voted to deny the Application for Leave to Present a Late Claim.

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

#### 2.2 The board met in closed session with the superintendent to discuss one case of public employee discipline/dismissal/release.

The board approved service of a Notice of Intent to Dismiss and Immediately Suspend Without Pay; and Statement of Charges regarding employee #4288 by the following vote:

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

### 3. ADJOURNMENT

## THE BOARD OF EDUCATION

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Michael Scott, Vice President/Clerk

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Ernest M. Bell, Jr., Secretary to the Board

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Minutes of the Regular Meeting of the Board of Education

DATE OF MEETING: August 20, 2015  
TIME OF MEETING: 7:00 p.m.  
PLACE OF MEETING: Ridgecrest City Council Chambers  
MEMBERS PRESENT: Castillo-Covert, Farris, Johnson, Rockwell, Scott  
STAFF PRESENT: Ernest M. Bell, Jr., Superintendent

PLEDGE OF ALLEGIANCE was recited in unison, led by Student Member Naya Taylor.

MOMENT OF SILENCE was observed.

1. ADOPTION OF AGENDA

The agenda was adopted by consensus as posted noting Item 6.5 will be pulled from the regular agenda and the Inyo-Kern Schools Financing Authority Agenda will be heard following Item 11.1.

2. APPROVAL OF MINUTES

Hearing no comments, the minutes of the special meeting of July 13, 2015, the special concurrent and regular meetings of July 16, 2015, and the special meeting of July 20, 2015 were adopted by consensus as written.

3. PROGRAMS AND PRESENTATIONS

4. PUBLIC HEARING

5. REPORTS AND COMMUNICATIONS

5.1 Student Members Report

Murray Middle School: Rachel's Link, ASB, Yearbook and AVID teams have been busy welcoming students back to school. Volleyball tryouts have begun and the first Spirit Day has taken place. Welcome new Murray Mustang staff!

Monroe Middle School: Monroe welcomed 6 new teachers to their staff. Campus Supervisors met to review their roles and department chairs met to begin planning for the Wednesday collaborations. A successful Where Everyone Belongs (WEB) orientation was held for new students. Monroe's theme for the year is: Academic Success Under Construction.

Mesquite High School: Mesquite has nearly 50 seniors who are carrying forward the school

culture. The first Community was held where students are reminded of school procedures and expectations. A Pathway to Graduation exercise will be held August 21, 2015. The Mesquite Dragons welcomed 2 new staff members.

Burroughs High School: Several orientations have been held welcoming new students and parents to the BHS family. The ASB is planning Spirit Days and fall sports teams have already been working hard to prepare for the season. The cheer team has been invited to Hawaii to perform during the NFL pro bowl halftime show.

## 5.2 Reports from Members of the Board

Board Member Amy Castillo-Covert welcomed staff to the 2015-16 school year. She invited all to attend the RMES performance of *Once Upon a Dream* with proceeds going to Sierra Sands secondary school's performing arts programs.

Board Member Tim Johnson thanked the custodial staff for their efforts to keep up with the beetle infestation at our sites.

## 5.3 Superintendent's Report

Superintendent Bell reported the first day of the 2015-16 school year went smoothly despite a power outage on base and a fire alarm set off at Murray Middle School. He acknowledged the transportation department and their efforts to deliver students to school in a safe and timely fashion. He thanked teachers and principals for the great job they are doing establishing the culture and tone for the 2015-16 school year. The first Late Start Wednesday went well with staff appreciative of the collaboration time. Back-to-School Nights are underway with the schedule posted on the district website. Secondary school attendance is up 115 students from this time last year and elementary attendance is down 8 students from this time last year.

## 5.4 Report to the Board of Trustees by the Desert Area Teachers Association

Barb Walls, President of the Desert Area Teachers Association, reported that the beginning of the 2015-16 school year is not without challenges including classroom overages, excessive heat, and the beetle infestation. Professional development within the first week of school was much appreciated.

## 5.5 Communications from the public

There were two comments made by members of the public.

# 6. EDUCATIONAL ADMINISTRATION

## 6.1 Review and Approval of Adult School Program Offerings for the 2015-16 School Year

Motion passed to approve the Adult School program offerings for 2015-16 as presented.  
JOHNSON/SCOTT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

6.2 Review and Approval of High School Recovery Courses

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Motion passed to approve the high school recovery courses. SCOTT/CASTILLO-COVERT  
AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

6.3 Approval of Contract with Sanderson's Health Services for Services to Sierra Sands Special Education

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Motion passed to approve the contract with Sanderson's Heath Services.  
JOHNSON/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

6.4 Approval of Contract with Sanderson's Health Services for Services to Sierra Sands Special Education

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Motion passed to approve the contract with Sanderson's Health Services.  
SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

6.5 Approval to Enter into a Contract with VocoVisions

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This item was pulled from the agenda and will be brought back to the board at a future date.

7. POLICY DEVELOPMENT AND REVIEW

7.1 Approval of Revisions to Board Policy 0610, Compliance Monitoring and Support

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7.2 Approval of Revisions to Board Policy 0620, Local Plan Development, Revisions, and Adoption

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7.3 Approval of Revisions to Board Policy 2420, Parent Rights

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7.4 Approval of Revisions to Board Policy 2430, Data Collection

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7.5 Approval of Revisions to Board Policy 2440, Annual Service Plan

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7.6 Approval of Revisions to Board Policy 2450, Annual Budget Plan

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7.7 Approval of Revisions to Board Policy 4410, Comprehensive System of Staff Development

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7.8 Approval of Revisions to Board Policy 4411, Personnel Standards

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7.9 Approval of Revisions to Board Policy 5210, Child Find

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7.10 Approval of Revisions to Board Policy 5220, Equipment and Services

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7.11 Approval of Revisions to Board Policy 5230, Consideration of General Education Resources after Referral

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Motion passed to approve Items 7.1 through 7.11. SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

7.12 Approval of Revisions to Board Policy 5141.21, AR 5141.21, and Exhibit, Administering Medication and Monitoring Health Conditions

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Motion passed to approve revisions to Board Policy 5141.21. The Administrative Regulation and Exhibit are presented for informational purposes only.

CASTILLO-COVERT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

7.13 Revisions to Administrative Regulation 6183, Home Instruction

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The revised Administrative Regulation is presented for informational purposes only and does not require board action.

8. PERSONNEL ADMINISTRATION

8.1 Certificated

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

8.2 Classified

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

Motion passed to approve Items 8.1 through 8.2 as presented. SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

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

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Motion passed to approve the waiver request as presented. SCOTT/ROCKWELL

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

9. GENERAL ADMINISTRATION

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

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No candidates were nominated.

10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

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Mrs. Christina Giraldo, Assistant Superintendent of Business Services, introduced Mr. Steve Hubbard, Project Manager with Maas Company, who gave an update to the board on the Capital Projects taking place within the district.

Mr. Hubbard stated the district continues to stay in close contact with Captain Dan Schebler and Ms. Nia Hope of the Office of Economic Adjustment.

Burroughs High School project: DSA has completed the structural and Fire and Life Safety reviews. The accessibility review is pending. A December 1, 2015 construction start date is anticipated with an estimated completion date of June 2017. Phase II of the project which includes the modified administration building and student parking lot in in process and is expected to be resolved within the next six weeks.

Murray Middle School project: DSA has accepted the project. CEQA Initial Study and Mitigated Negative Declaration documents are current in the public comment period. A joint groundbreaking ceremony with BHS and Murray is estimated to be in November 2015.

HVAC remediation projects: The James Monroe, Mesquite, and PAC HVAC remediation DSA plan checks are complete and the projects have been approved for construction.

10.2 Approval to Enter into Amendment #2 to the Agreement with RBB Architects for the Burroughs High School (BHS) Performing Arts Center HVAC Remediation Project

Motion passed to approve amendment #2 with RBB Architects as presented.  
CASTILLO-COVERT/SCOTT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

11. BUSINESS ADMINISTRATION

11.1 Blanket Authorization to Utilize Cooperative Purchasing Contracts (Piggybacks), Multiple Award Schedules, and Other Approved California State Contracts for Fiscal Year 2015-16

Motion was made to provide blanket authorization as presented. SCOTT/JOHNSON

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

President Farris temporarily adjourned the Sierra Sands Unified School District board meeting at 8:12 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 8:13 p.m.

12. CONSENT CALENDAR

12.1 "A" & "B" Warrants

12.2 Authorization to Extend the Existing Contract with Waste Management of California, Inc. for Solid Waste Hauling Services for the 2015-16 School Year

12.3 Extension of Agreement with the City of Ridgecrest for Onsite Police Services for the 2015-16 School Year

12.4 Approval of University Intern Agreement with Brandman University

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

12.6 Authorization to Utilize Temporary Interfund Transfers throughout the 2015-16 School Year

Motion passed to adopt the consent calendar as presented. SCOTT/CASTILLO-COVERT

AYES: Castillo-Covert, Farris, Johnson, Rockwell, Scott

13. FUTURE AGENDA

14. ADJOURNMENT was at 8:15 p.m.

THE BOARD OF EDUCATION

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Michael Scott, Vice President/Clerk

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Ernest M. Bell, Jr., Secretary to Board

recorder: Diane Naslund

#### 4. PUBLIC HEARING

- 4.1 Public Hearing and Adoption of Resolution #3 1516, Statement of Assurance of Sufficient Textbooks and Instructional Materials and Certification that Pupils Are Provided with Standards-Aligned Textbooks and Instructional Materials
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BACKGROUND INFORMATION: Education Code 60119 requires a local education agency to 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 or instructional materials, or both, in each subject that are consistent with the content and cycles of the curriculum framework adoption by the state board. The public hearing shall take place on or before the end of the eighth week of school.

CURRENT CONSIDERATIONS: District and site personnel have determined that sufficient textbooks or instructional materials, or both, 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 2015-16 school year. Additionally, 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 #3 1516 certifying that each pupil in each school in the district has sufficient textbooks or instructional materials and is in compliance with Education Code 60119 regarding standards-aligned textbooks.



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

RESOLUTION #3 1516  
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 10, 2015 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 or instructional materials, or both 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 or 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 2015-16 school year, Sierra Sands Unified School District has provided each pupil with sufficient textbooks or instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

\* \* \* \* \*

I, Ernest Bell, 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 tenth day of September 2015 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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

2015-16 Enrollment

Friday August 28, 2015

	Faller	Gateway	Inyokern	Las Flores	Pierce	Rand	Richmond	15-16 Total	14-15 Total
TK	14	12	7	10	6	0	8	57	62
Kgn.	73	71	32	72	48	0	57	353	380
1st	80	66	32	102	59	0	63	402	362
2nd	83	60	33	75	42	4	56	353	359
3rd	70	59	26	81	47	5	60	348	354
4th	63	68	33	82	54	0	60	360	345
5th	65	67	19	79	54		61	345	363
Total K-5	448	403	182	501	310	9	365	2218	2225

difference -7

\* SDC totals are not included in any above K-5 totals

Spec Ed SDC		26					84	110	120
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difference -10

	Monroe	Murray	Burroughs	Mesquite					
6th	174	201						375	352
7th	164	201						365	342
8th	150	181						331	343
9th			383					383	383
10th			353	5				358	347
11th			315	26				341	365
12th			306	52				358	313
Total 6-12	488	583	1357	83	0	0	0	2511	2445

difference 66

\*SDC totals are not included in any above 8-12 totals

Spec Ed SDC	33	34	65	3				135	121
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difference 14

Total District Enrollment								4974	4911
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difference 63

## 6. EDUCATIONAL ADMINISTRATION

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

**BACKGROUND INFORMATION:** If there are Program Improvement (PI) schools in a district, the Elementary and Secondary Education Act (ESEA) requires the district to pay for public school choice-related transportation and for Supplemental 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 Request for Application (RFA). Those responding were then invited to a mandatory meeting on August 19, 2015 at the district office along with mandatory training on the CAYEN system, which will be used to track all services and invoicing. Nine 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 2015-16 is attached for your information. The tutoring window will begin on November 9, 2015 and must be completed by April 15, 2016.

**FINANCIAL IMPLICATIONS:** Required set-asides for School Choice and Supplemental Educational Services are \$215,318 which is 20% of the annual Title 1 allocation to the district (\$1,076,591); however the district is not required to spend more than 15% (\$161,489) of the Title 1 allocation on School Choice and SES. The per pupil amount

for SES, as calculated by CDE, is \$857.84 meaning that up to 188 students may be served.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board approve the Supplemental Educational Services contracts for the 2015-16 school year.

**SIERRA SANDS UNIFIED SCHOOL DISTRICT (SSUSD)**  
**SUPPLEMENTAL EDUCATIONAL SERVICES (SES) TIMELINE**  
**2015-2016**

<b>May 27</b>	Email provider intent letter
<b>June 19</b>	Provider CDE-approved SES RFA and Letter of Intent – must be postmarked by this date to SSUSD
<b>August 19</b>	<u>Mandatory</u> SES Provider Meeting – Sierra Sands Unified School District Office, Ridgecrest, CA 93555, 10:00 a.m. – 12:00 p.m. <b>SSUSD Contract Requirements</b> <ul style="list-style-type: none"><li>▪ Cayen password released to SES provider at training to create Cayen Scope of Service</li></ul>
<b>August 26</b>	<u>Mandatory</u> Webinar CAYEN training (August 26 - 10 AM)
<b>August 31</b>	<u>All required contract items are due to SSUSD</u> (Insurance, employee clearances/employee list, Cayen Competency Verification Form, etc.) <b>**Employee clearances will be required on ALL employees having contact with students. Employees currently hired by another district will NOT be automatically cleared.</b>
<b>September 5</b>	Cayen Scope of Service (Parts 1 and 2) due <u>on-line</u> by 10:00 am (Pacific Time) to SSUSD
<b>September 10</b>	SSUSD Board Meeting – Contract Approvals
<b>October 12</b>	SSUSD to mail SES applications to eligible families
<b>October 30</b>	SES applications (First Application Window) due from parent(s) to SSUSD
<b>November 9</b>	SSUSD mails Notification Letters to Parent(s) regarding SES expectations
<b>November 10</b>	<b>TUTORING SERVICE WINDOW BEGINS</b> <ul style="list-style-type: none"><li>❖ Release of Cayen password to access confidential student data</li><li>❖ Provider must contact all parents of enrolled students within <b>15 calendar days</b> of receipt of student information (<b>deadline –November 30, 2015 – extended due to holiday</b>). Parent contact info/dates must be entered into Cayen.</li><li>❖ Begins <b>45 calendar day</b> timeline for providers to schedule, administer pre-assessments, create Cayen Student Learning Plans and submit to SSUSD for approval by 10:00 am (PST) on <b>January 4, 2016 – extended due to holiday</b>. <u>Students without Student Learning Plans submitted in Cayen will be reassigned to another provider.</u> Student Learning Plans must be developed, submitted and District approved in Cayen <u>prior</u> to start of billable tutoring</li><li>❖ Tutoring Sessions must begin <b>15 calendar days after approved SLP</b></li><li>❖ Monthly Cayen Student Progress Reports must be completed and submitted to SSUSD with monthly invoices once tutoring begins,</li><li>❖ Providers must adhere to monthly invoice timelines</li><li>❖ Accurate monthly Cayen invoices must be submitted to SSUSD with all required supporting documentation.</li></ul>
<b>November 9 – December 4</b>	<i>If Applicable, Second Application Window (SLP's due 30 days after student information released).</i> Contractors that meet the above timeline may participate in the 2 <sup>nd</sup> window of SES applications. Parents of eligible students that have not yet applied will be given applications during parent conferences.
<b>January 4</b>	Students without Approved Cayen Student Learning Plans by <b>January 4, 2016</b> at 10:00 a.m. (PST) will be reassigned to another provider.
<b>January 29</b>	First Tutoring session must be completed.
<b>April 15</b>	<u>Last day of tutoring</u>
<b>May 13</b>	Due date for April invoice to be entered into Cayen End of the Year Student Post-Assessment results recorded into Cayen



**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR**  
**SUPPLEMENTAL EDUCATIONAL SERVICES**  
**2015-16**  
**BETWEEN THE**  
**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**AND**  
! ACE Tutoring Services, Inc.

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**INDEPENDENT CONTRACTOR AGREEMENT FOR  
SUPPLEMENTAL EDUCATIONAL SERVICES 2014-15  
BETWEEN THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
AND  
! ACE Tutoring Services, Inc.**

**1) PURPOSE**

This Independent Contractor Agreement ("AGREEMENT") is entered into this 2nd day of August, 2015, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and ! ACE 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, 2015 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 17, 2016**. 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. January ~~1, 2016~~<sup>29</sup> 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 January ~~30, 2016~~<sup>29</sup>. Commencing on, February 1, 2016, 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 ~~\$40~~ 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 2015-16 academic year is \$\$857.84 (as of 08/11/15) 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 10/01/16 the invoice is due November 14, 2014. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for



10/01/14 in Cayen is 12/15/14 (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: Jw

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, 2015.

## **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	Jeff Wang, Director
Sierra Sands Unified School District	! ACE Tutoring Services, Inc.
113 Felspar	3576 Arlington Ave., Suite 300
Ridgecrest, CA 93555	Riverside, CA 92506

#### 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 27th day of Aug., 2015

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

Ernest M. Bell- Superintendent

By:

Jeff Wang, Director

Name/Title

SSN or Tax ID # 33-0842322

Date 8/27/15



NACETU1

OP ID: SK

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/26/15

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).

<b>PRODUCER</b> DP Insurance Agency, Inc. 1130 S. San Gabriel Blvd. #202 San Gabriel, CA 91776 DP Insurance Agency	626-292-6608	<b>CONTACT NAME:</b>		<b>FAX (A/C, No):</b>	
	626-292-6606	<b>PHONE (A/C, No, Ext):</b>		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
		<b>INSURER A : Philadelphia Indemnity Ins Co</b>			<b>18058</b>
		<b>INSURER B : United States Liability Ins Co</b>			<b>25895</b>
		<b>INSURER C : Technology Insurance Company</b>			<b>42376</b>
		<b>INSURER D :</b>			
		<b>INSURER E :</b>			
		<b>INSURER F :</b>			

**INSURED** | ACE Tutoring Services, Inc.  
3576 Arlington Ave # 300  
Riverside, CA 92506

**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	<b>GENERAL LIABILITY</b>			PHPK1308416	01/30/15	01/30/16	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"/> Professional						PERSONAL & ADV INJURY \$ 1,000,000
	1,000,000						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						\$
A	<b>AUTOMOBILE LIABILITY</b>			PHPK1308416	01/30/15	01/30/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<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 checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP 1550237C	12/06/14	12/06/15	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED	RETENTION \$					
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			QWC1005329	10/01/14	10/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	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	<input checked="" type="checkbox"/> Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Abuse/Molestation</b>			PHPK1308416	01/30/15	01/30/16	1,000,000

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

All terms and conditions are based upon the actual policy.  
This certificate holder is named as additional insured.

**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  
DP Insurance Agency

**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 113 Felspar Ridgecrest CA 93555
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

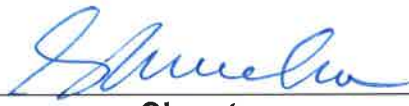
**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions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


**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Supplemental Educational Services Providers  
Confirmation of Contract Received  
2015-2016**

(CONTRACTOR Name) ! ACE Tutoring Services, Inc. verifies that CONTRACTOR or its agent attended the District's mandatory meeting on **August 19, 2015** and Cayen Webinar training on **August 26, 2015**. 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:


<b>Confirmation of Attendance at District Mandatory Meeting</b>				
<b>Name</b>	<b>Title/Position</b>	<b>Signature</b>	<b>Date</b>	<b>District</b>
			8-19-15	M. Sandoval

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

<b>Confirmation of Contract Received from District</b>				
<b>Name</b>	<b>Title/Position</b>	<b>Signature</b>	<b>Date</b>	<b>District</b>
			8-19-15	M. Sandoval

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

<b>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 2014-2015.</b>			
---	--	--	--

Name	Title/Position	Signature	Date
Jeff Wang	Director		8/27/15

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

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**Supplemental Educational Service Providers**  
**CDOJ/FBI/TB Clearance and Personnel Training Affidavit**  
**2015-2016**

I, Jeff Wang, an authorized representative of ACE 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	FB I	DO J	T B	Major/Degree Earned; License/Credential/Experience in ELA or Math (describe fully)	Years of Experienc e	Telephone #
	Ex: Jane Doe	X	X	X	College/English/BA-----	10	(661) 555-5555
	Ex: Jon Smith	X	X	X	Instructional Aide, Grades 3-6/ ELA	3	(661) 555-1234
1	Ron Ruff	X	X	X	Teaching Credential	6	(760) 812-7403
2	Lauren Ingle	X	X	X	Teaching Credential	2	(760) 382-2152
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) Jeff Wang

**Sierra Sands Unified School District**  
**SES Provider Qualifications 2015-2016**  
**Employee Competency in Cayen Verification**

(CONTRACTOR NAME) ! ACE 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
Jeff Wang	Director	3576 Arlington Ave., Suite 300, Riverside, CA 92506	(800) 688-1103	acetutoring@ sbcglobal.net

**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
Jeff Wang	Director	3576 Arlington Ave., Suite 300, Riverside, CA 92506	(800) 688-1103	acetutoring@ sbcglobal.net

**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
Jeff Wang	Director	3576 Arlington Ave., Suite 300, Riverside, CA 92506	(800) 688-1103	acetutoring@ sbcglobal.net

\_\_\_\_\_  
 Authorized Signature of SES Representative

\_\_\_\_\_  
 Date

Jeff Wang  
 (Printed Name) Jeff Wang



**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR**  
**SUPPLEMENTAL EDUCATIONAL SERVICES**  
**2015-16**  
**BETWEEN THE**  
**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**AND**

!!! 1<sup>st</sup> Choice Android Smart-Phone Tutoring



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**INDEPENDENT CONTRACTOR AGREEMENT FOR  
SUPPLEMENTAL EDUCATIONAL SERVICES 2014-15  
BETWEEN THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**AND**

!!! 1<sup>st</sup> Choice Android Smart-Phone Tutoring

**1) PURPOSE**

This Independent Contractor Agreement ("AGREEMENT") is entered into this 27<sup>th</sup> day of Aug., 2015, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and !!! 1<sup>st</sup> Choice Android Smart-Phone Tutoring ("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, 2015 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 17, 2016**. 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. January ~~3~~<sup>29</sup>, 2016 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 January ~~30~~<sup>29</sup>, 2016. Commencing on, February 1, 2016, 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 \$85 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 2015-16 academic year is \$857.84 (as of 08/11/15) 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 10/01/14 the invoice is due November 14, 2014. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/14 in Cayen is 12/15/14 (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:   *N.T.*  

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, 2015.

## **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	Ngan Trieu, General Manager
Sierra Sands Unified School District	1st Choice Android Smart-Phone Tutoring
113 Felspar	420 N. McKinley St., #111-182
Ridgecrest, CA 93555	Corona, CA 92879

#### 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 25 day of August, 2015

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

Ernest M. Bell- Superintendent

By:

Ngan Trieu, General Manager

Name/Title

SSN or Tax ID # 46-2802580

Date 8-27-15



# CERTIFICATE OF LIABILITY INSURANCE

N1STC01

OP ID: SK

DATE (MM/DD/YYYY)

08/26/15

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).

<b>PRODUCER</b> DP Insurance Agency, Inc. 1130 S. San Gabriel Blvd. #202 San Gabriel, CA 91776 DP Insurance Agency	<b>626-292-6608</b> <b>626-292-6606</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>INSURER B:</b> Employers Insurance Group <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> <b>18058</b>
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**INSURED** ||| 1st Choice Android  
Smart-Phone Tutoring, Inc.  
420 N McKinley St #111-182  
Corona, CA 92879

**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			PHPK1332228	06/25/15	06/25/16	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"/> Professional						PERSONAL & ADV INJURY \$ 1,000,000
	1,000,000						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						\$
A	AUTOMOBILE LIABILITY			PHPK1332228	06/25/15	06/25/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<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 checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EIG2120041	07/01/15	07/01/16	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				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	Abuse&Molestation			PHPK1332228	06/25/15	06/25/16	1,000,000

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

All terms and conditions are based upon the actual policy.  
This certificate holder is named as additional insured.

**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  
DP Insurance Agency

© 1988-2010 ACORD CORPORATION. All rights reserved.

**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  
113 Felspar  
Ridgecrest CA 93555

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.


**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Supplemental Educational Services Providers  
Confirmation of Contract Received  
2015-2016**

(CONTRACTOR Name) !!! 1<sup>st</sup> Choice Android Smart-Phone Tutoring verifies that CONTRACTOR or its agent attended the District's mandatory meeting on **August 19, 2015** and Cayen Webinar training on **August 26, 2015**. Contractor representatives shall assure information is delivered to and communicated with Contractor and its Employees.

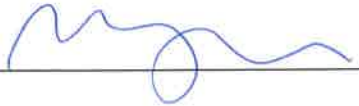
TO BE SIGNED AT THE MANDATORY MEETING BY ATTENDEE AND DISTRICT:

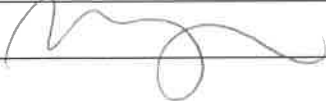
<b>Confirmation of Attendance at District Mandatory Meeting</b>			8/19/15	
<b>Name</b>	<b>Title/Position</b>	<b>Signature</b>	<b>Date</b>	<b>District</b>
				MS auto

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

<b>Confirmation of Contract Received from District</b>			8/19/15	
<b>Name</b>	<b>Title/Position</b>	<b>Signature</b>	<b>Date</b>	<b>District</b>
				MS auto

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

<b>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 2014-2015.</b>			8/27/15
---	--	--	---------

Name	Title/Position	Signature	Date
Ngân Triệu	Manager		8/27/15

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

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**Supplemental Educational Service Providers**  
**CDOJ/FBI/TB Clearance and Personnel Training Affidavit**  
**2015-2016**

I, Ngan Trieu, an authorized representative of 1st Choice Android Smart-Phone (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	FB I	DO J	T B	Major/Degree Earned; License/Credential/Experience in ELA or Math (describe fully)	Years of Experienc e	Telephone #
Ex: Jane Doe	X	X	X	College/English/BA-----	10	(661) 555-5555
Ex: Jon Smith	X	X	X	Instructional Aide, Grades 3-6/ ELA	3	(661) 555-1234
1 Ron Ruff	X	X	X	Teaching Credential	4	(760) 812-7403
2 Lauren Ingle	X	X	X	Teaching Credential	2	(760) 382-2152
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

8-27-15

Name (Print) Ngan Trieu

**Sierra Sands Unified School District**  
**SES Provider Qualifications 2015-2016**  
**Employee Competency in Cayen Verification**

(CONTRACTOR NAME) 1st Choice Android Smart-Phone 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
Ngan Trieu	General Manager	420 N. McKinley St., #111-182 Corona, CA 92879	(855) 313-4388	1stchoiceASPT@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
Ngan Trieu	General Manager	420 N. McKinley St., #111-182 Corona, CA 92879	(855) 313-4388	1stchoiceASPT@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
Ngan Trieu	General Manager	420 N. McKinley St., #111-182 Corona, CA 92879	(855) 313-4388	1stchoiceASPT@gmail.com

\_\_\_\_\_  
 Authorized Signature of SES Representative

\_\_\_\_\_  
 Date

Ngan Trieu  
 (Printed Name)





**INDEPENDENT CONTRACTOR AGREEMENT**

**FOR**

**SUPPLEMENTAL EDUCATIONAL SERVICES**

**2015-16**

**BETWEEN THE**

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**AND**

! #1 Touch-Screen Tablet Computer Tutoring

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**INDEPENDENT CONTRACTOR AGREEMENT FOR  
SUPPLEMENTAL EDUCATIONAL SERVICES 2014-15**

**BETWEEN THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**AND**  
**! #1 Touch-Screen Tablet Computer  
Tutoring**

**1) PURPOSE**

This Independent Contractor Agreement ("AGREEMENT") is entered into this 27<sup>th</sup> day of Aug, 2015, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and ! #1 Touch-Screen Tablet Computer Tutoring ("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, 2015 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 17, 2016**. 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. January 4, 2016 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 January 29, 2016. Commencing on, February 1, 2016, 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~~ 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 2015-16 academic year is \$857.84 (as of 08/11/15) 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 10/01/16, the invoice is due November 14, 2014. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/14 in Cayen is 12/15/14 (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:   E.T.  

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, 2015.

## **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	Erica True, SES Coordinator
Sierra Sands Unified School District	1 #1 Touch-Screen Tablet Computer Tutoring
113 Felspar	3574 Arlington Ave., Suite 304
Ridgecrest, CA 93555	Riverside, CA 92506

#### 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 27th day of August, 2015

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

Ernest M. Bell- Superintendent

By:

Erica True, SES Coordinator

Name/Title

SSN or Tax ID # 90-0746299

Date 8/27/15



N10N1A1

OP ID: SK

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/26/15

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).

<b>PRODUCER</b> DP Insurance Agency, Inc. 1130 S. San Gabriel Blvd. #202 San Gabriel, CA 91776 DP Insurance Agency	626-292-6608	<b>CONTACT NAME:</b>		<b>FAX</b>	
	626-292-6606	<b>PHONE</b> (A/C, No, Ext):		<b>(A/C, No):</b>	
		<b>E-MAIL ADDRESS:</b>			
		<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
		<b>INSURER A : Philadelphia Insurance Company</b>			<b>23850</b>
		<b>INSURER B : Employers Insurance Group</b>			
		<b>INSURER C : United States Liability Ins Co</b>			<b>25895</b>
		<b>INSURER D :</b>			
		<b>INSURER E :</b>			
		<b>INSURER F :</b>			

**INSURED** | # 1 Touch-Screen Tablet  
Computer Tutoring  
3576 Arlington Avenue Ste 304  
Riverside, CA 92506

**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			PHPK1334027	05/12/15	05/12/16	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"/> Professional						PERSONAL & ADV INJURY \$ 1,000,000
	1,000,000						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"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			PHPK1334027	05/12/15	05/12/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<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 checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	XL1566241	05/12/15	05/12/16	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EIG 1411454 - 03	11/15/14	11/15/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	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	<input checked="" type="checkbox"/> Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Abuse/Molestation			PHPK1334027	05/12/15	05/12/16	1,000,000

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

All terms and conditions are based upon the actual policy.

This certificate holder is named as additional insured.

**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  
DP Insurance Agency

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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 113 Felspar Ridgecrest CA 93555
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.


**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Supplemental Educational Services Providers  
Confirmation of Contract Received  
2015-2016**

(CONTRACTOR Name) ! #1 Touch-Screen Tablet Computer Tutoring verifies that CONTRACTOR or its agent attended the District's mandatory meeting on **August 19, 2015** and Cayen Webinar training on **August 26, 2015**. 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:


<b>Confirmation of Attendance at District Mandatory Meeting</b>				
<b>Name</b>	<b>Title/Position</b>	<b>Signature</b>	<b>Date</b>	<b>District</b>
			8-19-15	MSawley

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

<b>Confirmation of Contract Received from District</b>				
<b>Name</b>	<b>Title/Position</b>	<b>Signature</b>	<b>Date</b>	<b>District</b>
			8-19-15	MSawley

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

<b>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 2014-2015.</b>			
---	--	--	--

Name	Title/Position	Signature	Date
Erica True	SES Coordinator		8-27-15

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

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**Supplemental Educational Service Providers**  
**CDOJ/FBI/TB Clearance and Personnel Training Affidavit**  
**2015-2016**

I, Erica True, an authorized representative of #1 Touch-Screen Tablet Computer (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	FB I	DO J	T B	Major/Degree Earned; License/Credential/Experience in ELA or Math (describe fully)	Years of Experienc e	Telephone #
	Ex: Jane Doe	X	X	X	College/English/BA-----	10	(661) 555-5555
	Ex: Jon Smith	X	X	X	Instructional Aide, Grades 3-6/ ELA	3	(661) 555-1234
1	<u>Pon Ruff</u>	X	X	X	<u>Teaching Credential</u>	<u>6</u>	<u>(760) 812-7403</u>
2	<u>Lauren Ingle</u>	X	X	X	<u>Teaching Credential</u>	<u>2</u>	<u>(760) 382-2152</u>
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)

8/27/15  
 Date

Name (Print) Erica True



**Sierra Sands Unified School District**  
**SES Provider Qualifications 2015-2016**  
**Employee Competency in Cayen Verification**

(CONTRACTOR NAME) ! #1 Touch-Screen Tablet Computer 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
Erica True	SES Coordinator	3576 Arlington Ave, Suite 300, Riverside, CA 92506	(888)596-1626	number1tstet@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
Erica True	SES coordinator	3576 Arlington Ave, Suite 300, Riverside, CA 92506	(888)596-1626	number1tstet@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
Erica True	SES Coordinator	3576 Arlington Ave, Suite 300, Riverside, CA 92506	(888)596-1626	number1tstet@gmail.com

\_\_\_\_\_  
 Authorized Signature of SES Representative

\_\_\_\_\_  
 Date

Erica True  
 (Printed Name)



**INDEPENDENT CONTRACTOR AGREEMENT**

**FOR**

**SUPPLEMENTAL EDUCATIONAL SERVICES**

**2015-16**

**BETWEEN THE**

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**AND**

**#1 Academia de Servicio de Tutoria**

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**INDEPENDENT CONTRACTOR AGREEMENT FOR  
SUPPLEMENTAL EDUCATIONAL SERVICES 2014-15  
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 31st day of August, 2015, 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.
- 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, 2016 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 17, 2016**. 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. January ~~4~~<sup>29</sup> 2016 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 January ~~30~~<sup>29</sup> 2016. Commencing on, February 1, 2016, 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 \$ 50.00 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 2015-16 academic year is \$857.84 (as of 08/11/15) 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 10/01/14, the invoice is due November 14, 2014. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/14 in Cayen is 12/15/14 (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, 2015.

## **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	<i>Julian Kung   Director</i>
Sierra Sands Unified School District	<i>#1 Academia de Servicio de Tutoria</i>
113 Felspar	<i>2550 Corporate Place, C108</i>
Ridgecrest, CA 93555	<i>Monterey Park, CA 91754</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 31st day of August, 2015

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

Ernest M. Bell- Superintendent

*#1 Academia de Servicio de Tutoria*

By:

Name/Title *Julian Kung | Director*

SSN or Tax ID # *27-1332524*

Date *8/27/15*

## Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Syntesys Educational Services, Inc.**

2 Business name/disregarded entity name, if different from above  
**DBA: #1 Academia de Servicio de Tutoria**

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☒ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**2550 Corporate Place, Suite C108**

6 City, state, and ZIP code  
**Monterey Park, Ca 91754**

7 List account number(s) here (optional)

Requester's name and address (optional)  
**Sierra Sands Unified School District  
113 W. Felspar  
Ridgecrest, CA 93555**

**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 generally 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.

**Social security number**

			-				
--	--	--	---	--	--	--	--

or

**Employer identification number**

2	7	-	1	3	3	2	5	2	4
---	---	---	---	---	---	---	---	---	---


**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

**Sign Here** Signature of U.S. person ▶  Date ▶ **8/27/15**

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Policy Number:

Date Entered: 08/26/2015

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2015

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 CMIS, Inc. 26893 BOUQUET CANYON ROAD, SUITE C197 SANTA CLARITA, CA 91350	CONTACT NAME: PHONE (A/C, No, Ext): (800) 244-9202 FAX (A/C, No): (661) 297-1437 E-MAIL ADDRESS: lindseyinsbrkr@socal.rr.com
INSURED	Syntelesys Educational Services Inc. #1 Academic De Tutoria #1 Educando con tabletas #1 Achieve Academic Excellence 2550 CORPORATE PLACE, STE. C108 MONTEREY PARK, CA 91754	INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA INDEMNITY INSURANCE COMPANY INSURER B: PHILADELPHIA INDEMNITY INSURANCE COMPANY INSURER C: PHILADELPHIA INDEMNITY 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1058562	9/1/2015	9/1/2016	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" 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			PHPK1058562	9/1/2015	9/1/2016	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB430642	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
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 y	N/A	9138870-15	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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			PHPK1058562	9/1/2015	9/1/2016	\$1,000,000 \$3,000,000
A	Abuse & Molestation			PHPK1058562	9/1/2015	9/1/2016	\$2,000,000 \$5,000,000
A	Crime Bond			PHPK1058562	9/1/2015	9/1/2016	\$1,000,000 \$5,000.00 DED

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

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

30 Days Notice for cancellation, non-renewal or major coverage change.

## 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: PHPK1058562

General Liability

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

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

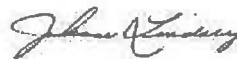
(If no entry appears above, information require to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement)

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, but only in the  
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. \_\_\_\_\_



8/27/2015  
Authorized Representative Date  
JoAnne Lindsey

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GLS-210a (4-99)




**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Supplemental Educational Services Providers  
Confirmation of Contract Received  
2015-2016**

(CONTRACTOR Name) #1 ACADEMIA DE SERVICIO DE TUTORIA verifies that CONTRACTOR or its agent attended the District's mandatory meeting on **August 19, 2015** and Cayen Webinar training on **August 26, 2015**. 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
Adam De Laera	Rep		8/19/15	MSandoz

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

Confirmation of Contract Received from District				
Name	Title/Position	Signature	Date	District
Adam De Laera	Rep		8/19/15	MSandoz

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 2014-2015.			
--	--	--	--



Name	Title/Position	Signature	Date
JULIAN KUNG	DIRECTOR		8/27/15

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

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**Supplemental Educational Service Providers**  
**CDOJ/FBI/TB Clearance and Personnel Training Affidavit**  
**2015-2016**

I, Julian Kuna, 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	FB I	DO J	T B	Major/Degree Earned; License/Credential/Experience in ELA or Math (describe fully)	Years of Experienc e	Telephone #
	Ex: Jane Doe	X	X	X	College/English/BA-----	10	(661) 555-5555
	Ex: Jon Smith	X	X	X	Instructional Aide, Grades 3-6/ ELA	3	(661) 555-1234
1	<u>Adriana Antonio</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>BS / Criminal Justice</u>	<u>3</u>	<u>(951) 233-4977</u>
2	<u>Beatriz Domingue</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>BS / Human Biology</u>	<u>2</u>	<u>(909) 331-6347</u>
3	<u>Magali Franco</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>BS / Criminal Justice</u>	<u>2</u>	<u>(661) 910-4202</u>
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 8/27/15

Name (Print) Julian Kuna / Director

**Sierra Sands Unified School District**  
**SES Provider Qualifications 2015-2016**  
**Employee Competency in Cayen Verification**

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

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

**BUSINESS COMPONENTS OF CAYEN**

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

Name	Title/Position	Address	Contact Number	Email Address
<i>Julian Kung</i>	<i>Director</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091</i>	<i>info@academiadeserviciodetutoria.com</i>
<i>Mario Flores</i>	<i>Senior Program Coordinator</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091 X205</i>	<i>mario.academictutoring service@gmail.com</i>
<i>Brenda Ortega</i>	<i>Project Coordinator</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091 X203</i>	<i>brenda.academictutoring service@gmail.com</i>

**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
<i>Mario Flores</i>	<i>Senior Program Coordinator</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091 X205</i>	<i>mario.academictutoring service@gmail.com</i>
<i>Brenda Ortega</i>	<i>Project Coordinator</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091 X203</i>	<i>brenda.academictutoring service@gmail.com</i>

**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
<i>Julian Kung</i>	<i>Director</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091</i>	<i>info@academiadeserviciodetutoria.com</i>

  
 Authorized Signature of SES Representative

8/27/15  
 Date

*Julian Kung / Director*

(Printed Name)



**INDEPENDENT CONTRACTOR AGREEMENT**

**FOR**

**SUPPLEMENTAL EDUCATIONAL SERVICES**

**2015-16**

**BETWEEN THE**

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**AND**

***#1 Achieve Academic Excellence***

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**INDEPENDENT CONTRACTOR AGREEMENT FOR  
SUPPLEMENTAL EDUCATIONAL SERVICES 2014-15  
BETWEEN THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
AND  
#1 Achieve Academic Excellence**

**1) PURPOSE**

This Independent Contractor Agreement ("AGREEMENT") is entered into this 31st day of August, 2015, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and #1 Achieve Academic Excellence ("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, 2016 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 17, 2016**. 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. January 4, 2016 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 January 29, 2016. Commencing on, February 1, 2016, 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 \$50.00 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 2015-16 academic year is \$857.84 (as of 08/11/15) 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 10/01/14, the invoice is due November 14, 2014. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/14 in Cayen is 12/15/14 (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, 2015.

**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	<i>Julian Kung   Director</i>
Sierra Sands Unified School District	<i>#1 Achieve Academic Excellence</i>
113 Felspar	<i>2550 Corporate Place, C108</i>
Ridgecrest, CA 93555	<i>Monterey Park, CA 91754</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 31st day of August, 2015

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

Ernest M. Bell- Superintendent

*#1 Achieve Academic Excellence*

By:

Name/Title *Julian Kung | Director*

SSN or Tax ID # *27-1332524*

Date *8/27/15*

## 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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Syntesys Educational Services, Inc.**

2 Business name/disregarded entity name, if different from above

**DBA: #1 Achieve Academic Excellence**

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) ▶
- ☒ C Corporation  
☐ S Corporation  
☐ Partnership  
☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

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

**2550 Corporate Place, Suite C108**

Requester's name and address (optional)

**Sierra Sands Unified School District**

6 City, state, and ZIP code

**Monterey Park, Ca 91754**

**113 W. Felspar**

**Ridgecrest, CA 93555**

7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	7	-	1	3	3	2	5	2	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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





Policy Number:

Date Entered: 08/26/2015

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2015

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 CMIS, Inc. 26893 BOUQUET CANYON ROAD, SUITE C197 SANTA CLARITA, CA 91350	CONTACT NAME: PHONE (A/C, No, Ext): (800) 244-9202 FAX (A/C, No): (661) 297-1437 E-MAIL ADDRESS: lindseyinsbrkr@socal.rr.com
INSURED	SynteleSYS Educational Services Inc. #1 Academic Services De Tutoria #1 Educando con tabletas #1 Achieve Academic Excellence 2550 CORPORATE PLACE, STE. C108 MONTEREY PARK, CA 91754	INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA INDEMNITY INSURANCE COMPANY 1058 INSURER B: PHILADELPHIA INDEMNITY INSURANCE COMPANY 1058 INSURER C: PHILADELPHIA INDEMNITY INSURANCE COMPANY 1058 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Blanket contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		PHPK1058562	9/1/2015	9/1/2016	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		PHPK1058562	9/1/2015	9/1/2016	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 type="checkbox"/> RETENTION \$ 10,000 DED	<input checked="" type="checkbox"/>		PHUB430642	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
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 y	N/A	9138870-15	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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	9/1/2015	9/1/2016	\$1,000,000 \$3,000,000
A	Abuse & Molestation	<input checked="" type="checkbox"/>		PHPK1058562	9/1/2015	9/1/2016	\$2,000,000 \$5,000,000
A	Crime Bond	<input checked="" type="checkbox"/>		PHPK1058562	9/1/2015	9/1/2016	\$1,000,000 \$5,000,000 DED

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

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

30 Days Notice for cancellation, non-renewal or major coverage change.

## CERTIFICATE HOLDER

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
113 FELSPAR STREET  
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

JoAnne Lindsey

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ACORD 25 (2014/01)

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Policy Number: PHPK1058562

General Liability

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

**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, but only in the  
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. \_\_\_\_\_.



8/27/2015  
Authorized Representative Date  
JoAnne Lindsey

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GLS-210a (4-99)

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Supplemental Educational Services Providers  
Confirmation of Contract Received  
2015-2016**

(CONTRACTOR Name) #1 ACHIEVE ACADEMIC EXCELLENCE verifies that CONTRACTOR or its agent attended the District's mandatory meeting on **August 19, 2015** and Cayen Webinar training on **August 26, 2015**. 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
<i>Adam DeLoe</i>	<i>Rep</i>	<i>Adam DeLoe</i>	<i>8/19/15</i>	<i>MSD</i>

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

Confirmation of Contract Received from District				
Name	Title/Position	Signature	Date	District
<i>Adam DeLoe</i>	<i>Rep</i>	<i>Adam DeLoe</i>	<i>8/19/15</i>	<i>MSD</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 2014-2015.			
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Name	Title/Position	Signature	Date
JUAN KUNG	DIRECTOR		8/27/15

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

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**Supplemental Educational Service Providers**  
**CDOJ/FBI/TB Clearance and Personnel Training Affidavit**  
**2015-2016**

I, **Julian Kung**, an authorized representative of **#1 Achieve Academic Excellence** (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	FB I	DO J	T B	Major/Degree Earned; License/Credential/Experience in ELA or Math (describe fully)	Years of Experienc e	Telephone #
	Ex: Jane Doe	X	X	X	College/English/BA-----	10	(661) 555-5555
	Ex: Jon Smith	X	X	X	Instructional Aide, Grades 3-6/ ELA	3	(661) 555-1234
1	<b>Adriana Antonio</b>	X	X	X	<b>BS / Criminal Justice</b>	<b>3</b>	<b>(951) 233-4977</b>
2	<b>Beatriz Domingue</b>	X	X	X	<b>BS / Human Biology</b>	<b>2</b>	<b>(909) 331-6347</b>
3	<b>Magali Franco</b>	X	X	X	<b>BS / Criminal Justice</b>	<b>2</b>	<b>(661) 910-4202</b>
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) **Julian Kung / Director**

**Sierra Sands Unified School District**  
**SES Provider Qualifications 2015-2016**  
**Employee Competency in Cayen Verification**

(CONTRACTOR NAME) #1 Achieve Academic Excellence 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
<i>Julian Kung</i>	<i>Director</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091</i>	<i>achieveacademicexcellence@gmail.com</i>
<i>Mario Flores</i>	<i>Senior Program Coordinator</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091 X205</i>	<i>mario.academictutoring ngservice@gmail.com</i>
<i>Brenda Ortega</i>	<i>Project Coordinator</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091 X203</i>	<i>brenda.academictutoring ngservice@gmail.com</i>

**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
<i>Mario Flores</i>	<i>Senior Program Coordinator</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091 X205</i>	<i>mario.academictutoring ngservice@gmail.com</i>
<i>Brenda Ortega</i>	<i>Project Coordinator</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091 X203</i>	<i>brenda.academictutoring ngservice@gmail.com</i>

**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
<i>Julian Kung</i>	<i>Director</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091</i>	<i>achieveacademicexcellence@gmail.com</i>

  
 Authorized Signature of SES Representative

8/27/15  
 Date

Julian Kung / Director

(Printed Name)



**INDEPENDENT CONTRACTOR AGREEMENT**  
**FOR**  
**SUPPLEMENTAL EDUCATIONAL SERVICES**  
**2015-16**  
**BETWEEN THE**  
**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**AND**

**#1 Educando con Tabletas**

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**INDEPENDENT CONTRACTOR AGREEMENT FOR  
SUPPLEMENTAL EDUCATIONAL SERVICES 2014-15  
BETWEEN THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
AND  
#1 Educando con Tabletas**

**1) PURPOSE**

This Independent Contractor Agreement ("AGREEMENT") is entered into this 31st day of August, 2015, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and #1 Educando con Tabletas ("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, 2016 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 17, 2016**. 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. January ~~4~~<sup>29</sup> 2016 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 January ~~30~~<sup>29</sup> 2016. Commencing on, February 1, 2016, 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 \$ 50.00 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 2015-16 academic year is \$857.84 (as of 08/11/15) 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 10/01/14, the invoice is due November 14, 2014. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/14 in Cayen is 12/15/14 (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, 2015.

**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	<i>Julian Kung   Director</i>
Sierra Sands Unified School District	<i>#1 Educando con Tabletas</i>
113 Felspar	<i>2550 Corporate Place, C108</i>
Ridgecrest, CA 93555	<i>Monterey Park, CA 91754</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 31st day of August, 2015

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
By:

\_\_\_\_\_  
Ernest M. Bell- Superintendent

*#1 Educando con Tabletas*  
By:

\_\_\_\_\_  
Name/Title *Julian Kung | Director*  
SSN or Tax ID # *27-1332524*  
Date *8/27/15*



## 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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Syntesys Educational Services, Inc.</b>		
2 Business name/disregarded entity name, if different from above <b>DBA: #1 Educando con Tablet</b>		
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input 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) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) <b>2550 Corporate Place, Suite C108</b>	Requester's name and address (optional) <b>Sierra Sands Unified School District 113 W. Felspar Ridgecrest, CA 93555</b>	
6 City, state, and ZIP code <b>Monterey Park, Ca 91754</b>		
7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
2	7	-	1	3	3	2	5	2 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <u>8/27/15</u>
-----------	--	-----------------------

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Policy Number:

Date Entered: 08/26/2015

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/27/2015

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 CMIS, Inc. 26893 BOUQUET CANYON ROAD, SUITE C197 SANTA CLARITA, CA 91350	CONTACT NAME: PHONE (A/C, No, Ext): (800) 244-9202 FAX (A/C, No): (661) 297-1437 E-MAIL ADDRESS: lindseyinsbrkr@socal.rr.com
	INSURER(S) AFFORDING COVERAGE	
INSURED	Syntelesys Educational Services Inc. #1 Academy De Tutoria #1 Educando con tabletas #1 Achieve Academic Excellence 2550 CORPORATE PLACE, STE. C108 MONTEREY PARK, CA 91754	INSURER A: PHILADELPHIA INDEMNITY INSURANCE COMPANY
		INSURER B: PHILADELPHIA INDEMNITY INSURANCE COMPANY
		INSURER C: PHILADELPHIA INDEMNITY 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		PHPK1058562	9/1/2015	9/1/2016	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		PHPK1058562	9/1/2015	9/1/2016	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>		PHUB430642	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
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	9138870-15	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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	9/1/2015	9/1/2016	\$1,000,000 \$3,000,000
A	Abuse & Molestation	<input checked="" type="checkbox"/>		PHPK1058562	9/1/2015	9/1/2016	\$2,000,000 \$5,000,000
A	Crime Bond	<input checked="" type="checkbox"/>		PHPK1058562	9/1/2015	9/1/2016	\$1,000,000 \$5,000.00 DED

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

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

30 Days Notice for cancellation, non-renewal or major coverage change.

## CERTIFICATE HOLDER

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
113 FELSPAR STREET  
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

JoAnne Lindsey

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ACORD 25 (2014/01)

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Policy Number: PHPK1058562

General Liability

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

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**

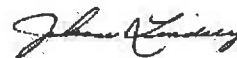
(If no entry appears above, information require to complete this endorsement will be shown in the  
Declarations as applicable to this endorsement)

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, but only in the  
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  
JoAnne Lindsey

8/27/2015  
Date


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GLS-210a (4-99)


**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Supplemental Educational Services Providers  
Confirmation of Contract Received  
2015-2016**

(CONTRACTOR Name) #1 EDUCANDO CON TABLETAS verifies that CONTRACTOR or its agent attended the District's mandatory meeting on **August 19, 2015** and Cayen Webinar training on **August 26, 2015**. 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
Adam De Loera	Rep		8/19/15	Sierra Sands

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

Confirmation of Contract Received from District				
Name	Title/Position	Signature	Date	District
Adam De Loera	Rep		8/19/15	Sierra Sands MSaw-ko

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 2014-2015.			

Name	Title/Position	Signature	Date
JULIAN KUNG	DIRECTOR		8/27/15

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

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**Supplemental Educational Service Providers**  
**CDOJ/FBI/TB Clearance and Personnel Training Affidavit**  
**2015-2016**

I, **Julian Kuna**, an authorized representative of **#1 Educando con Tabletas** (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	FB I	DO J	T B	Major/Degree Earned; License/Credential/Experience in ELA or Math (describe fully)	Years of Experienc e	Telephone #
	Ex: Jane Doe	X	X	X	College/English/BA-----	10	(661) 555-5555
	Ex: Jon Smith	X	X	X	Instructional Aide, Grades 3-6/ ELA	3	(661) 555-1234
1	<b>Adriana Antonio</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>BS / Criminal Justice</b>	<b>3</b>	<b>(951) 233-4977</b>
2	<b>Beatriz Domingue</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>BS / Human Biology</b>	<b>2</b>	<b>(909) 331-6347</b>
3	<b>Magali Franco</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>BS / Criminal Justice</b>	<b>2</b>	<b>(661) 910-4202</b>
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) **Julian Kuna / Director**



**Sierra Sands Unified School District**  
**SES Provider Qualifications 2015-2016**  
**Employee Competency in Cayen Verification**

(CONTRACTOR NAME) #1 Educando con Tabletas 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
<i>Julian Kung</i>	<i>Director</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091</i>	<i>educandocontabletas@gmail.com</i>
<i>Mario Flores</i>	<i>Senior Program Coordinator</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091 X205</i>	<i>mario.academictutoring ngservice@gmail.com</i>
<i>Brenda Ortega</i>	<i>Project Coordinator</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091 X203</i>	<i>brenda.academictutoring ngservice@gmail.com</i>

**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
<i>Mario Flores</i>	<i>Senior Program Coordinator</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091 X205</i>	<i>mario.academictutoring ngservice@gmail.com</i>
<i>Brenda Ortega</i>	<i>Project Coordinator</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091 X203</i>	<i>brenda.academictutoring ngservice@gmail.com</i>

**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
<i>Julian Kung</i>	<i>Director</i>	<i>2550 Corporate Place, C108 Monterey Park, CA 91754</i>	<i>(800) 293-3091</i>	<i>educandocontabletas@gmail.com</i>

Authorized Signature of SES Representative

Date

*Julian Kung / Director*

(Printed Name)



**INDEPENDENT CONTRACTOR AGREEMENT**

**FOR**

**SUPPLEMENTAL EDUCATIONAL SERVICES**

**2015-16**

**BETWEEN THE**

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**AND**

1 ONLINE TUTORING LLC



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**INDEPENDENT CONTRACTOR AGREEMENT FOR  
SUPPLEMENTAL EDUCATIONAL SERVICES 2014-15  
BETWEEN THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
AND  
1 ONLINE TUTORING LLC**

**1) PURPOSE**

This Independent Contractor Agreement ("AGREEMENT") is entered into this 27<sup>th</sup> day of August, 2015, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and 1 ONLINE TUTORING LLC ("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, 2015 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 17, 2016**. 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. January 5, 2016 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 January 30, 2016. Commencing on, February 1, 2016, 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** 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 2015-16 academic year is \$857.84 (as of 08/11/15) 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 10/01/14, the invoice is due November 14, 2014. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/14 in Cayen is 12/15/14 (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: S. A

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, 2015.

## **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	SIMON ANDERSON
Sierra Sands Unified School District	1 ONLINE TUTORING LLC
113 Felspar	11693 SAN VICENTE BLVD # 211
Ridgecrest, CA 93555	LOS ANGELES, CA 90049

#### 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<sup>th</sup> day of AUGUST, 2015

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
By:


Ernest M. Bell- Superintendent

1 ONLINE TUTORING LLC  
By: Simon Anderson  
SIMON ANDERSON, MANAGER  
Name/Title  
SSN or Tax ID # 46-5420620  
Date AUGUST 27, 2015

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Supplemental Educational Services Providers  
Confirmation of Contract Received  
2015-2016**

(CONTRACTOR Name) \_\_\_\_\_ verifies that CONTRACTOR or its agent attended the District's mandatory meeting on **August 19, 2015** and Cayen Webinar training on **August 26, 2015**. 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:*

<b>Confirmation of Attendance at District Mandatory Meeting</b>				
<b>Name</b>	<b>Title/Position</b>	<b>Signature</b>	<b>Date</b>	<b>District</b>
Marlana Clevenger	Manager		8-19-15	Marlana

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

<b>Confirmation of Contract Received from District</b>				
<b>Name</b>	<b>Title/Position</b>	<b>Signature</b>	<b>Date</b>	<b>District</b>
Marlana Clevenger	Manager		8-19-15	Marlana

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

<b>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 2014-2015.</b>			
---	--	--	--

Name	Title/Position	Signature	Date
SIMON ANDERSON	MANAGER	Simon Anderson	08/27/2015

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Supplemental Educational Service Providers  
**CDOJ/FBI/TB Clearance and Personnel Training Affidavit**  
**2015-2016**

I, Simon Anderson an authorized representative of 1 Online Tutoring LLC (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	FB I	DO J	T B	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	(661) 555-5555
Ex: Jon Smith	X	X	X	Instructional Aide, Grades 3-6/ ELA	3	(661) 555-1234
1 Michael Douglas	2/9/15	2/9/15	NA	University of California/Master of Science	3	800-694-9824
2 Noah Bacon	1/20/15	1/20/15	NA	University of California/Master of Science	5	800-694-9824
3 Alexander Harris	3/13/15	3/13/15	NA	State of Florida Department of Education Temporary Educator Certificate	3	800-694-9824
4 Aiden Stiller	5/11/15	5/11/15	NA	State of Florida Department of Education Temporary Educator Certificate	5	800-694-9824
5 Sebastian Mortensen	2/13/15	2/13/15	NA	Massachusetts Institute of Technology Master of science	4	800-694-9824
6 Gabriel Gibson	4/10/15	4/10/15	NA	The California State University College of Business Administration	3	800-694-9824
7 Dominic Costner	1/15/15	1/15/15	NA	University of California Master of Arts	5	800-694-9824

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.

Simon Anderson

Signature (Owner/Authorized Representative)

08/27/2015

Date

Name (Print) Simon Anderson



**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**Supplemental Educational Service Providers**  
**CDOJ/FBI/TB Clearance and Personnel Training Affidavit**  
**2015-2016**

I, Simon Anderson, an authorized representative of 1 Online Tutoring LLC (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.*

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Full Name of Tutor	FB I	DO J	T B	Major/Degree Earned; License/Credential/Experience in ELA or Math (describe fully)	Years of Experienc e	Telephone #
Ex: Jane Doe	X	X	X	College/English/BA-----	10	(661) 555-5555
Ex: Jon Smith	X	X	X	Instructional Aide, Grades 3-6/ ELA	3	(661) 555-1234
1 Steve Bardem	3/13/15	3/13/15	NA	Brand Canyon University Master of Education	4	800-694-9824
2 Santiago Murray	4/9/15	4/9/15	NA	University of California Master of arts	3	800-694-9824
3 Robert Mckellen	5/14/15	5/14/15	NA	University of Colorado Doctor of Science	5	800-694-9824
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.

Simon Anderson

Signature (Owner/Authorized Representative)

08/27/2015

Date

Name (Print) Simon Anderson

**Sierra Sands Unified School District**  
**SES Provider Qualifications 2015-2016**  
**Employee Competency in Cayen Verification**

(CONTRACTOR NAME) 1 ONLINE TUTORING LLC 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
Simon Anderson	Manager	11693 San Vicente Blvd # 211, Los Angeles, CA 90049	800-694-9824	1online tutoring@ 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
Simon Anderson	Manager	11693 San Vicente Blvd # 211 Los Angeles, CA 90049	800-694-9824	1online tutoring@ 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
Lourdes Higuera	Program Monitor	11693 San Vicente Blvd # 211 Los Angeles, CA 90049	800-694-9824	1online tutoring@ Gmail.com

Simon Anderson

8/27/2015

**Authorized Signature of SES Representative**

**Date**

Simon Anderson

(Printed Name)

FOX INSURANCE AGENCY/PHS  
PO BOX 33015  
SAN ANTONIO TX 78265

Sierra Sands Unified School District  
348 Rowe St.  
Ridgecrest, CA 93555





# CERTIFICATE OF LIABILITY INSURANCE

MMM  
R054DATE (MM/DD/YYYY)  
8/27/2015

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).

<b>PRODUCER</b> FOX INSURANCE AGENCY/PHS 709712 P: (866) 467-8730 F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT</b> NAME PHONE (A/C No Ext) (866) 467-8730 FAX (888) 443-6112 E-MAIL ADDRESS																					
<b>INSURED</b> 1 ONLINE TUTORING LLC 11693 SAN VICENTE BLVD # 211 LOS ANGELES CA 90049	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr></thead><tbody><tr><td>INSURER A</td><td>Sentinel Ins Co LTD</td><td></td></tr><tr><td>INSURER B</td><td>Hartford Fire Ins Co</td><td></td></tr><tr><td>INSURER C</td><td>Maxim Indemnity</td><td></td></tr><tr><td>INSURER D</td><td></td><td></td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A	Sentinel Ins Co LTD		INSURER B	Hartford Fire Ins Co		INSURER C	Maxim Indemnity		INSURER D			INSURER E			INSURER F		
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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	SLRR DTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b>			52 SBM PT8309	08/11/2015	08/11/2016	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liab	X					MED EXP (Any one person)	\$10,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER						PERSONAL & ADV INJURY	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			52 SEM PT8309	08/11/2015	08/11/2016	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident)	\$
A	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> OCCUR	52 SBM PT8309	08/11/2015	08/11/2016	EACH OCCURRENCE	\$1,000,000
	<b>EXCESS LIAB</b>		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$1,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000							
B	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>			52 WEC AG8748	09/08/2015	09/08/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				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
C	<b>Professional Liab</b>			FFP601675604	08/25/2015	08/25/2016	\$1,000,000/\$2,000,000	

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

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy. Notice of cancellation will be provided in accordance with Form SS1223 attached to this policy.

**CERTIFICATE HOLDER****CANCELLATION**

Sierra Sands Unified School District  
348 Rowe St.  
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

*Tar Tallon*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

**Policy Number:** 52 SBM PT8309 DX

**Named Insured and Mailing Address;** 1 ONLINE TUTORING LLC

11693 SAN VICENTE BLVD # 211  
LOS ANGELES CA 90049

**Policy Change Effective Date:** 11/25/14

**Effective hour is the same as stated in the  
Declarations Page of the Policy.**

**Policy Change Number:** 005

**Agent Name:** FOX INSURANCE AGENCY/PHS  
**Code:** 709712

### POLICY CHANGES:

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING  
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK  
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.  
THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

**NAMED INSURED IS CHANGED TO READ:** 1 ONLINE TUTORING LLC

**MAILING ADDRESS IS CHANGED TO READ:** 11693 SAN VICENTE BLVD # 211  
LOS ANGELES, LOS ANGELES  
CA. 90049

**PRO RATA FACTOR:** 0.880

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

**Form SS 12 11 04 05 T**  
**Process Date:** 07/21/15

**Page** 001

**Policy Effective Date:** 08/11/14  
**Policy Expiration Date:** 08/11/15

POLICY NUMBER: 52 SBM PT8309



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOC 001 BLDG 001  
SOUTHERN CALIFORNIA SCHOOLS RISK MANAGEMENT JPA  
1950 SOUTH SUNWEST LANE, SUITE 100  
SAN BERNARDINO, CA 92408

LINDSAY UNIFIED SCHOOL DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES AND  
VOLUNTEERS, INDIVIDUALLY AND COLLECTIVELY  
371 E HERMOSA  
LINDSAY, CA 93247  
LOC 001 BLDG 001

POMONA UNIFIED SCHOOL DISTRICT  
800 S.GAREY AVENUE  
POMONA, CA ,91766  
LOC 001 BLDG 001

MANTECA UNIFIED SCHOOL DISTRICT  
2271 WEST LOUSIE AVENUE,  
MANTECA, CA 95337  
LOC 001 BLDG 001

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT  
14901 SOUTH INGLEWOOD AVENUE,  
LAWNDALE, CA 90260  
LOC 001 BLDG 001

RIALTO UNIFIED SCHOOL DISTRICT  
182 EAST WALNUT AVENUE  
RIALTO, CA 92376

SIERRA SANDS UNIFIED SCHOOL DISTRICT,  
ITS GOVERNING BOARD, OFFICERS, AGENTS AND EMPLOYEES  
348 ROWE ST.  
RIDGECREST, CA 93555

Form IH 12 00 11 85 T SEQ. NO. 001 Printed in U.S.A. Page 002

Process Date: 05/28/15

Expiration Date: 08/11/16

**TO WHOM SO EVER IT MAY CONCERN**

As our sessions are held online and as there is no physical contact between our tutors and the students, TB Test Certification clause is not applicable on us.

**For 1 Online Tutoring LLC**

*Simon Anderson*

**Simon Anderson**



**INDEPENDENT CONTRACTOR AGREEMENT**

**FOR**

**SUPPLEMENTAL EDUCATIONAL SERVICES**

**2015-16**

**BETWEEN THE**

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**AND**

*A+ Educational Centers*

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**INDEPENDENT CONTRACTOR AGREEMENT FOR  
SUPPLEMENTAL EDUCATIONAL SERVICES 2014-15  
BETWEEN THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT**

AND

A + B Educational Center

**1) PURPOSE**

This Independent Contractor Agreement ("AGREEMENT") is entered into this 25<sup>th</sup> day of August, 2015, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and A + B Educational Center ("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, 2016 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 17, 2016**. 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. January ~~4~~<sup>29</sup>, 2016 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 January ~~30~~<sup>29</sup>, 2016. Commencing on, February 1, 2016, 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 2015-16 academic year is \$857.84 (as of 08/11/15) 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. Needs to be filled in

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 10/01/14, the invoice is due November 14, 2014. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/14 in Cayen is 12/15/14 (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, 2015.

**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	<i>Jennifer Valdivia</i>
Sierra Sands Unified School District	
113 Felspar	To get an A+ come study with us!
Ridgecrest, CA 93555	www.aplus4u.com 310-457-7657
	29752 Baden Place, Malibu, CA 90265

#### 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.

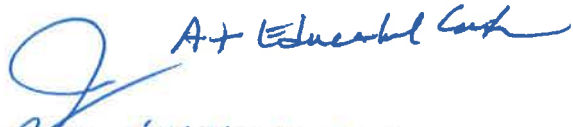
IN WITNESS WHEREOF each PARTY to this AGREEMENT has signed this AGREEMENT upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this AGREEMENT.

EXECUTED this 25<sup>th</sup> day of August, 2015

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
By:

Ernest M. Bell- Superintendent

By:

  
Name/Title Jennifer Valdivia, Director  
SSN or Tax ID # 03-0552896  
Date 8/27/15



## 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)  
**Jennifer Valdman**

Business name/disregarded entity name, if different from above  
**A + Educational Centers**

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) ▶

Exemptions (see instructions):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**29752 Baden Place**  
City, state, and ZIP code  
**Malibu, CA 90265**

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									
0	3	-	0	5	5	2	8	9	6

### 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), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
		8/15/15

### General Instructions

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### 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, payments made to you in settlement of payment card and third party network transactions, 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, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.



Policy Number:

Date Entered: 03/08/2015

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/11/2015

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) 297-1437
		E-MAIL ADDRESS:	lindseyinsbrkr@socal.rr.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: PHILADELPHIA INDEMNITY INSURANCE COMPANY		18058	
INSURED	A+ EDUCATIONAL CENTERS dba: A+ CAT (Computer Assisted Tutori 29752 Baden Place Malibu, CA 90265	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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		PHPK1292232	3/24/2015	3/24/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		PHPK1292232	3/24/2015	3/24/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>		PHUB489364	3/24/2015	3/24/2016	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
	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	N/A				PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROFESSIONAL LIABILITY	<input checked="" type="checkbox"/>		PHPK1292232	03/24/2015	03/24/2016	\$1,000,000	\$3,000,000
A	ABUSE & MOLESTATION	<input checked="" type="checkbox"/>		PHPK1292232	03/24/2015	03/24/2016	\$1,000,000	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (SEE ENDORSEMENT ATTACHED)  
(30) calendar days before such cancellation or material change

**CERTIFICATE HOLDER****CANCELLATION**

A+ EDUCATIONAL CENTERS DBA: A+ CAT (COMPUTER ASSISTED TUTORING) 39752 BADEN PLACE MAILIBU, CA 90269	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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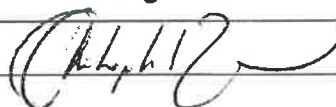
ACORD 25 (2014/01)

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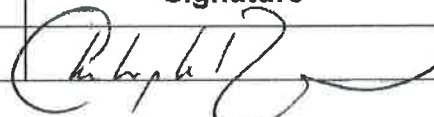
**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Supplemental Educational Services Providers  
Confirmation of Contract Received  
2015-2016**

(CONTRACTOR Name) Affordable Tutor verifies that CONTRACTOR or its agent attended the District's mandatory meeting on **August 19, 2015** and Cayen Webinar training on **August 26, 2015**. 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
Christopher Zamora	Tutor		8-19-15	MSA/LK

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

Confirmation of Contract Received from District				
Name	Title/Position	Signature	Date	District
Christopher Zamora	Tutor		8-19-15	MSA/LK

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 2014-2015.			

Name	Title/Position	Signature	Date
Jen Kish	Dir		8/2/11

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

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**Supplemental Educational Service Providers**  
**CDOJ/FBI/TB Clearance and Personnel Training Affidavit**  
**2015-2016**

I, Jared Vash an authorized representative of Atwood School District (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	FB I	DO J	T B	Major/Degree Earned; License/Credential/Experience in ELA or Math (describe fully)	Years of Experienc e	Telephone #
Ex: Jane Doe	X	X	X	College/English/BA-----	10	(661) 555-5555
Ex: Jon Smith	X	X	X	Instructional Aide, Grades 3-6/ ELA	3	(661) 555-1234
1 <u>Please see attach</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)





**Educational Centers**  
*To get an A+ come study with us!*

29752 Baden Place  
Malibu, CA 90265  
(310) 457-7657

PERSONNEL CLEARANCE STATEMENT

Sierra Sands Unified

I, Jennifer Valdman, am an authorized representative of A+ Educational Centers. I hereby certify under penalty of perjury, that, pursuant to Education Code Section 44237 of the California Education Code, the required criminal background check(s) of all persons (including staff, volunteers and anyone who will be in contact with program participants) who will be providing services to pupils in the Sierra Sands Unified has been conducted and that none of those persons listed below have been reported by the California Department of Justice (CDOJ), if applicable, OR their home state Department of Justice or equivalent agency, if they do not reside in California, AND the Federal Bureau of Investigation (FBI) as having been convicted of a serious or violent felony as specified in Penal Code Section 667.5(c) and/or 1192.7(c). ORI #A4206

I further certify that the below named individuals have been cleared by medical personnel as not being a carrier of contagious TB.

The persons listed below are currently active employees or active volunteers of A+ Educational Centers and have submitted to and received a fingerprint clearance in order to be employed or volunteer with the company.

**SCHOOL DISTRICT EMPLOYEES**

<u>Full Name</u>	<u>Employee #</u>	<u>School District</u>	<u>FBI</u>	<u>DOJ</u>	<u>TB</u>	<u>Independent Contractor 1099 status?</u>
Dhillon, Rajdeep	706068	LAUSD	04/08/2008	04/08/2008	03/13/2012	<u>N</u>

**NON SCHOOL DISTRICT EMPLOYEES**

<u>Full Name</u>	<u>Employee #</u>	<u>School District</u>	<u>FBI</u>	<u>DOJ</u>	<u>TB</u>	<u>Independent Contractor 1099 status?</u>
Garcia de Ramos, Carmen Mariæ			09/07/2007	09/07/2007	09/02/2011	<u>N</u>
Toye, Zelda			01/20/2004	01/20/2004	07/27/2012	<u>N</u>

I agree to keep this list current and to submit a cumulative amended list monthly. 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.

  
\_\_\_\_\_  
Signature, Authorized Representative

\_\_\_\_\_  
Jennifer Valdman  
Name (Print)

\_\_\_\_\_  
8/25/2015  
Date

# Sierra Sands Unified School District

## SES Provider Qualifications 2015-2016

### Employee Competency in Cayen Verification

(CONTRACTOR NAME) Jennifer Volk At Educational Center 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
Jennifer Volk	Dir	25752 Baker Pl	(310) 417-7652	jvolk@edcenter.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
SAME				

**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
SAME				

Authorized Signature of SES Representative

Date

(Printed Name)

Jennifer Volk



**INDEPENDENT CONTRACTOR AGREEMENT**

**FOR**

**SUPPLEMENTAL EDUCATIONAL SERVICES**

**2015-16**

**BETWEEN THE**

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**

**AND**

CARTER, REDDY & ASSOCIATES, INC.



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**INDEPENDENT CONTRACTOR AGREEMENT FOR  
SUPPLEMENTAL EDUCATIONAL SERVICES 2014-15  
BETWEEN THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
AND  
CARTER, REDDY & ASSOCIATES, INC.**

**1) PURPOSE**

This Independent Contractor Agreement ("AGREEMENT") is entered into this 27th day of AUGUST, 2015, by and between the Sierra Sands Unified School District, a California public education agency, of 113 Felspar, Ridgecrest CA ("DISTRICT") and CARTER, REDDY & ASSOCIATES, 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, 2015 ("Term") unless terminated earlier as provided in this AGREEMENT. SES instruction with students **must be completed by April 17, 2016**. 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. January 5, 2016 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 January 30, 2016. Commencing on, February 1, 2016, 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 2015-16 academic year is \$857.84 (as of 08/11/15) 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 10/01/14, the invoice is due November 14, 2014. If CONTRACTOR'S billing is past the deadline, the last day to enter attendance for

10/01/14 in Cayen is 12/15/14 (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:** J. W

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, 2015.

## **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	CARTER, REEDY & ASSOCIATES, INC.
Sierra Sands Unified School District	2637 E ATLANTIC BLVD # 20686
113 Felspar	POMPANO BEACH, FL 33062
Ridgecrest, CA 93555	

#### 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 27th day of AUGUST, 2015

SIERRA SANDS UNIFIED SCHOOL DISTRICT

By:

Ernest M. Bell- Superintendent

By:

JACK WILSON / MANAGER

Name/Title

SSN or Tax ID # 46-5420838

Date AUGUST, 27, 2015

## 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Carter, Reddy &amp; Associates, Inc.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input 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) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>2637 E Atlantic Blvd #20686</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Pompano Beach, FL 33062</b>		
7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
4	6	-	5	4	2	0	8	3	8	

### 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Jack. Wilson.</i>
------------------	---

**Date ▶ August 27, 2015**

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





GRADECR OP ID: LA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/27/2015

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	CONTACT NAME: <b>House Accounts</b>	FAX (A/C, No): <b>631-421-2004</b>	
	PHONE (A/C, No, Ext): <b>631-421-2424</b>	E MAIL ADDRESS:	
INSURED <b>Carter Reddy &amp; Associates Inc</b> <b>2637 E Atlantic Blvd #20686</b> <b>Pompano Beach, FL 33062</b>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>Philadelphia Ins Companies</b>		
	INSURER B: <b>The Hartford Insurance Company</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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	PHPK1220263	09/08/2014	09/08/2015	EACH OCCURRENCE \$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					
	ANY AUTO		PHPK1220263	09/08/2014	09/08/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000
		CLAIMS-MADE	PHUB473953	09/08/2014	09/08/2015	AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/> N/A	12WECPH6886	07/29/2015	07/29/2016	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	Sex Abuse/Molestat		PHPK1220263	09/08/2014	09/08/2015	Claim/Agg \$1MII/\$2MII
A	Prof Liability		PHPK1220263	09/08/2014	09/08/2015	Act/Agg \$2MII/\$4MII

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

Certificate Holder is included as additional insured as required by written contract or agreement. In the event of policy cancellation 30 days written notice will be provided.

## CERTIFICATE HOLDER

## CANCELLATION

SIERSAU  Sierra Sands Unified School District 348 Rowe St. 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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**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,its  
Governing Board, Officers, Agents and Employees  
348 Rowe St.  
Ridgecrest, CA 93555

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.



**State of California**  
**Secretary of State**

**CERTIFICATE OF STATUS**

**ENTITY NAME:** CARTER REDDY & ASSOCIATES LLC

**FILE NUMBER:** 201507110501  
**FORMATION DATE:** 08/01/2013  
**TYPE:** DOMESTIC LIMITED LIABILITY COMPANY  
**JURISDICTION:** CALIFORNIA  
**STATUS:** ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of August 06, 2015.

A handwritten signature in black ink, appearing to read "Alex Padilla".

**ALEX PADILLA**  
Secretary of State

**SIERRA SANDS UNIFIED SCHOOL DISTRICT  
Supplemental Educational Services Providers  
Confirmation of Contract Received  
2015-2016**

(CONTRACTOR Name) CARTER, REDDY & ASSOCIATES, INC. verifies that CONTRACTOR or its agent attended the District's mandatory meeting on **August 19, 2015** and Cayen Webinar training on **August 26, 2015**. 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
Mary Zamora	MANAGER	Mary Zamora	8/19/15	MSD

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

Confirmation of Contract Received from District				
Name	Title/Position	Signature	Date	District
Mary Zamora	MANAGER	Mary Zamora	8/19/15	MSD

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 2014-2015.			

Name	Title/Position	Signature	Date
JACK WILSON	MANAGER	Jack Wilson.	AUGUST, 27, 2015

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

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**Supplemental Educational Service Providers**  
**CDOJ/FBI/TB Clearance and Personnel Training Affidavit**  
**2015-2016**

I, Jack Wilson, an authorized representative of Carter, Reddy & Associates, 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	FB I	DO J	T B	Major/Degree Earned; License/Credential/Experience in ELA or Math (describe fully)	Years of Experienc e	Telephone #
Ex: Jane Doe	X	X	X	College/English/BA-----	10	(661) 555-5555
Ex: Jon Smith	X	X	X	Instructional Aide, Grades 3-6/ ELA	3	(661) 555-1234
1 Peter Moore	4/5/14	4/5/14	6/19/14	Bachelor of Science in Business Administration	3	800-970-1796
2 Bryan Delgado	6/4/14	6/4/14	6/25/14	Master of Science	3	800-970-1796
3 Francisco Mendoza	1/7/14	1/7/14	3/25/14	Master of Science	3	800-970-1796
4 Andrew Campos	7/8/14	7/8/14	4/25/14	Master of Education	3	800-970-1796
5 Kevin Lozano	2/6/14	2/6/14	5/15/14	Temporary Educator's Certificate, State of Florida Department of Education	3	800-970-1796
6 Jorge Zamora	1/10/14	1/10/14	5/30/14	Master of Arts	3	800-970-1796
7 Christian Guerrero	7/7/14	7/7/14	2/21/14	Master of Science	3	800-970-1796

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.

Jack Wilson  
 Signature (Owner/Authorized Representative)

August 27, 2015  
 Date

Name (Print) Jack Wilson

**SIERRA SANDS UNIFIED SCHOOL DISTRICT**  
**Supplemental Educational Service Providers**  
**CDOJ/FBI/TB Clearance and Personnel Training Affidavit**  
**2015-2016**

I, Jack Wilson, an authorized representative of Carter, Reddy & Associates, 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	FB I	DO J	T B	Major/Degree Earned; License/Credential/Experience in ELA or Math (describe fully)	Years of Experienc e	Telephone #
Ex: Jane Doe	X	X	X	College/English/BA-----	10	(661) 555-5555
Ex: Jon Smith	X	X	X	Instructional Aide, Grades 3-6/ ELA	3	(661) 555-1234
1 James Tavendale	3/7/14	3/7/14	5/29/14	Bachelor of Science in Business Administration	3	800-970-1796
2 Brodie Dial	4/14/14	4/14/14	1/23/14	Master of Education	3	800-970-1796
3 Daniel Cunningham	4/14/14	4/14/14	4/6/14	Master of Science	3	800-970-1796
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.

Jack Wilson

Signature (Owner/Authorized Representative)

August 27, 2015

Date

Name (Print) Jack Wilson

**Sierra Sands Unified School District**  
**SES Provider Qualifications 2015-2016**  
**Employee Competency in Cayen Verification**

(CONTRACTOR NAME) CARTER, REDDY & ASSOCIATES, 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
JACK WILSON	MANAGER	2637, E Atlantic Blvd #20686 Pompano Beach FL- 33062	800-970-1796	learningisfun82@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
JACK WILSON	MANAGER	2637, E Atlantic Blvd #20686, Pompano Beach FL- 33062	800-970-1796	learningisfun82@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
ZAYRA MEDINA	PROGRAM MONITOR	10650 Reagan #1068 Los Alamitos, CA 90720	800-970-1796	learningisfun82@gmail.com

Jack Wilson.

AUGUST, 27, 2015

Authorized Signature of SES Representative

Date

(Printed Name) JACK WILSON

## 6. EDUCATIONAL ADMINISTRATION

### 6.2 Approval of Second Step Supplemental Curriculum for Elementary School Counseling Program

---

**BACKGROUND INFORMATION:** With the implementation of the three year Elementary and Secondary Schools Counseling (Grant) in 2013 and the addition of two full time elementary counselors for Faller Elementary School and Richmond Elementary School, elementary counseling services were offered more consistently throughout the district. Through the development of the elementary counseling program and through ongoing elementary collaboration, a need was identified to implement a research-based counseling curriculum throughout the district that would align with the district-wide Positive Behavior Intervention and Support (PBIS) model and support school climate goals outlined in the Local Control Accountability Plan.

**CURRENT CONSIDERATIONS:** It has been determined by the elementary counselor collaboration and through coordination with elementary principals, that the supplemental counseling curriculum, Second Step would best meet the elementary sites' needs. The Second Step Program promotes school success, school connectedness, and safe and respectful school climate by directly teaching students the social-emotional skills that strengthen their ability to: learn, manage emotions, have empathy, and solve problems. Each grade-level kit includes easy-to-teach, short weekly lessons, engaging songs and games, and daily activities and take-home materials to reinforce learning. The program will be implemented through alignment of each school site's universal expectations and PBIS model and through grade level lessons.

**FINANCIAL IMPLICATIONS:** The cost of a kindergarten through 5<sup>th</sup> grade kit is \$1,929. Five kits, for a total of \$9,645, would be purchased. The cost will be covered out of multiple sources including the Elementary and Secondary School Counseling (ESSC) grant, MAA funds, and general fund.

**SUPERINTENDENT'S RECOMMENDATION:** It is the superintendent's recommendation to approve the Second Step program as elementary counseling supplemental curriculum.



6. EDUCATIONAL ADMINISTRATION

6.3 Approval of Amendment to Contract with Sanderson's Health Services, Inc. for  
Services to Sierra Sands Special Education

---

BACKGROUND INFORMATION: On August 20, 2015, the board approved a contract with Sanderson's Health Services for the services of a Licensed Vocational Nurse (LVN) for the 2015-16 school year. The contract did not include the reimbursement for mileage.

CURRENT CONSIDERATIONS: There will be times during the school year that the LVN will be required to travel to other schools within the district. Sanderson's will be charging the school district \$0.55 for mileage for the travel.

FINANCIAL IMPLICATIONS: The estimated cost for mileage for the LVN to travel to different schools within the district is \$498.00 for the 2015-16 school year.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the amendment to the Sanderson's Health Services, Inc. contract to include \$0.55 reimbursement for mileage.



AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES  
BY AND BETWEEN  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
AND  
SANDERSON'S HEALTH SERVICES, INC.

This Amendment is made to the agreement previously executed by and between Sierra Sands Unified School District, hereinafter called the "District" and Sanderson's Health Services, Inc., hereinafter called the "Contractor". The District and Contractor may be collectively referred to as the "Parties".

On August 20, 2015, the Parties entered into the agreement titled Agreement for Professional Services (the "Agreement") It is mutually understood and agreed by and between the undersigned contracting parties to amend the previously executed agreement as follows:

1. Article 2, Paragraph 1, shall be revised to reflect the Parties agreement to include the following:  
Contractor shall be reimbursed for private vehicle mileage at the rate of \$0.55 per mile.
2. All other terms, conditions, and requirements set forth in the Agreement that are not hereby amended shall remain in full force and effect.

SANDERSON'S HEALTH SERVICES, INC

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

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

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

SIERRA SANDS UNIFIED SCHOOL DISTRICT

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

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

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

## 6. EDUCATIONAL ADMINISTRATION

### 6.4 Approval to Ratify the Contract with VocoVision

---

**BACKGROUND INFORMATION:** According to state and federal laws and regulations, school districts are required to assess students who have been referred for special education services in all areas related to the suspected disability. Assessments must be administered by trained and knowledgeable personnel.

A student must be assessed when first referred for a suspected disability and then considered for reassessment at least once every three years after qualifying for special education. When consent for an assessment plan is signed by the parent or guardian, the district has 60 days in which to complete the assessments and hold an IEP team meeting to discuss the student's eligibility.

The district is currently down one full-time Speech Language Therapist due to retirement.

**CURRENT CONSIDERATIONS:** At the end of the 2014-15 school year, when one of the district's Speech Therapist submitted a resignation, the district immediately advertised the position on the EdJoin website. There have been no applicants for this position. In order to find a full-time speech therapist, district staff contacted three agencies that provide specialized personnel to school districts. One of the three agencies, Soliant Health, attempted to find a candidate with no success. The agency made the recommendation that the district consider using the services of tele-therapy. VocoVision is a company affiliated with Soliant Health. They provide speech therapy through the use of touch screen computers which they supply to the districts. The therapy is provided by licensed speech therapists that are qualified in the state of California. District staff believes that the therapy needs of the district can be met by using tele-therapy to deliver therapy to students at two schools in the district.

**FINANCIAL IMPLICATIONS:** The estimated cost of the therapy is \$85,680 which will come from the Special Education budget.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board grant district staff approval to ratify the contract with VocoVision for the services of a speech tele-therapist for the remainder of the 2015-16 school year.



## ADDENDUM A Terms of Teleservices Assignment

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

### Assignment Details

Client will pay VocoVision for hours worked by Telepractitioner under the following terms:

**VocoVision Therapist:** TBD during interview process with client/VocoVision  
**Client:** Sierra Sands SELPA  
**Assignment Start Date:** 8/12/2015      **Assignment End Date:** 5/26/2016  
**Position:** TeleSpeech  
**Minimum Hours:** ~~40 a week~~ 30 a week <sup>OR 8/13</sup>  
**Bill Rate per Hour:** \$ 85      *Bill Rate is all-inclusive*  
**Technology Fee:** \$ 1,200 (2 stations)

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit non-refundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

**Miscellaneous:** \* Start date is pending the time in which receiving client contract and thereafter station delivery.  
\*shipping for stations other than what is standard; if client requests to have stations delivered my other means (i.e overnight, next day, etc) this exact amount will be invoiced to district.

**INVOICES:** All invoices pursuant to this Terms of Teleservices Assignment will be mailed to:

**Attention:** Becky McDiarmid  
**Client:** Sierra Sands Unified School District  
**Address:** 113 Felspar Ave  
**City, State, Zip:** Ridgecrest, CA 93555

SSierra Sands Unified School District

VOCOVISION

Client Name

Elaine Littleton

Elaine Littleton (Aug 12, 2015)

Client Representative Signature

Elaine Littleton

Print Name

Executive Director

Title

Ashley Goldston

Ashley Goldston (Aug 7, 2015)

VocoVision Representative Signature

Ashley Goldston

Print Name

Director of Business Development

Title

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

8.14 CHANGE OF STATUS

RECOMMENDED ACTION: To approve certificated personnel actions as presented.

8.2 CLASSIFIED PERSONNEL

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

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

8.24 CHANGE OF STATUS

RECOMMENDED ACTION: To approve classified personnel actions as presented.

8. PERSONNEL ADMINISTRATION

8.1 CERTIFICATED PERSONNEL

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

8.12 LEAVE OF ABSENCE

8.13 EMPLOYMENT

Maria Alvarado  
3<sup>rd</sup> Grade - Richmond  
Effective 8-12-15

Della Perez  
RSP – Murray  
Effective 8-27-15

Rebecca Workman  
2<sup>nd</sup>/3<sup>rd</sup> Grade Combination – Gateway  
Effective 8-12-15

Substitute Teachers for 15-16 year:  
Suzanne Donnally  
Pamela Hartop

Coaches for 15-16 year:  
Erica MacArthur

8.14 CHANGE OF STATUS

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

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

Rachel Babbitt  
8 hr. Clerk III – Burroughs  
Effective 7-30-15

Brianna Groves  
5 ½ hr. Paraprofessional - Burroughs  
Effective 7-30-15

8.22 LEAVE OF ABSENCE

8.23 EMPLOYMENT

Valeria Aguilar  
5 ½ hr. Paraprofessional – Burroughs  
Effective 8-12-15

Francy Chona-Allen  
1 ¾ hr. Noon Duty Supervisor – Pierce  
Effective 8-24-15

Kayla Decker  
1 ¾ hr. Paraprofessional – Inyokern  
Effective 8-12-15

Loren Gay  
2 hr. Noon Duty Supervisor – James Monroe  
Effective 8-12-15

Valeria Ponce  
5 ½ hr. Paraprofessional – Richmond  
Effective 8-12-15

Hollie Ussery  
5 ½ hr. Paraprofessional – James Monroe  
Effective 8-12-15

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.23 EMPLOYMENT (Continued)

Tom Wilson  
8 hr. Custodian – Burroughs  
Effective 9-1-15

Student Food Service Workers for the 2015-2016 School Year:  
Julie Hunter  
Novalie Rice

Classified Substitutes for the 2015-2016 School Year:  
Sebastian Acosta  
Alyxandrya Browne  
Katherine Craig  
Gerzon Duag  
Jessica Eng  
Cecilia Godinez-Villa  
Erica Hernandez  
Sylvia McAllister  
Ninfa Reynoso  
Sheila Vierra  
Tracie Wombold

8.24 CHANGE OF STATUS

Marie Baucicaut  
From: 1.58 hr. Noon Duty Supervisor – Las Flores  
To: 1.75 hr. Noon Duty Supervisor – Las Flores  
Effective 8-12-15

Garrett Bruce  
From: 8 hr. Computer Repair Technician – Technology  
To: 8 hr. Automated Systems Specialist – Technology  
Effective 10-1-15

8. PERSONNEL ADMINISTRATION

8.2 CLASSIFIED PERSONNEL

8.24 CHANGE OF STATUS (Continued)

Emma Cleveland

From: 5 ½ hr. Paraprofessional – Murray

To: 6 hr. Paraprofessional – Murray

Retro to 8-12-15

Dawn Farrell

From: 8 hr. School Office Manager – Gateway

To: 8 hr. Clerk III – Burroughs

Effective 9-1-15

April Morgan

From: 1 ½ hr. Noon Duty Supervisor – Gateway

To: 2.33 hr. Noon Duty Supervisor – Gateway

Effective 8-17-15

Destinee Nelson

From: 2 ½ hr. Food Service Assistant I – Murray

To: 5 ½ hr. Paraprofessional – Richmond

Effective 8-12-15

Charles Novascone

From: 5 ½ hr. Paraprofessional – Murray

To: 6 hr. Paraprofessional – Murray

Retro 8-12-15

Kelly Stewart

From: 5 ½ hr. Paraprofessional – Murray

To: 6 hr. Paraprofessional – Murray

Retro 8-12-15

Jesus Unpingco

From: 1.58 hr. Noon Duty Supervisor – Las Flores

To: 1.75 hr. Noon Duty Supervisor – Las Flores

Effective 8-12-15



## 8. EDUCATIONAL ADMINISTRATION

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

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**BACKGROUND INFORMATION:** Approval of the 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 Variable Term Waivers and Provisional Intern Permits in order that the district may assign the following individuals for the 2015-16 school year:

- Provisional Intern Permit - Multiple Subject Program for Maria Alvarado, Richmond Elementary School
- Provisional Intern Permit - Education Specialist, Moderate/Severe for Lindsay Goellner, Murray Middle School
- Variable Term Waiver - California Basic Skills Exam, Single Subject Biology Program and CLAD for English Learners for William Knehans, Burroughs High School
- Variable Term Waiver - California Basic Skills Exam, Education Specialist Mild/Moderate Program and CLAD for English Learners for Della Perez, Murray Middle School
- Provisional Intern Permit - Multiple Subject Program for Rebecca Workman, Gateway Elementary School

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** Approve the submission of request for Variable Term Waivers, Provisional Intern Permits, and Short Term Staff Permits, in order that the above named individuals may be assigned in the designated positions for the 2015-16 school year.

## 8. PERSONNEL ADMINISTRATION

8.4 Approval of Resolutions #8 1516, #9 1516, and #10 1516, 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 #8 1516, #9 1516, and #10 1516 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 #8 1516, #9 1516, and #10 1516 as presented.

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
113 Felspar  
Ridgecrest, CA 93555

RESOLUTION #8 1516

On motion of Trustee \_\_\_\_\_, seconded by Trustee

\_\_\_\_\_, Resolution #8 1516 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 teacher(s) holding a valid multiple subject 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:

Margaret Holm  
Shelley MacKenzie  
Lynn Venhaus  
Tami Welsh  
Steve Whiting

SUBJECT:

Mathematics  
Science/Health  
Mathematics  
Mathematics  
Science

PASSED AND ADOPTED THIS 10th day of September 2015, by the Governing Board of Sierra Sands Unified School District of Kern County, California, by the following votes:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF KERN

I, Ernest Bell, Jr., 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 10, 2015.

\_\_\_\_\_  
Signature

Secretary of the Governing Board  
Title

SIERRA SANDS UNIFIED SCHOOL DISTRICT  
113 Felspar  
Ridgecrest, CA 93555

RESOLUTION #9 1516

On motion of Trustee \_\_\_\_\_, seconded by Trustee

\_\_\_\_\_, Resolution #9 1516 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 teacher(s)  
holding a valid single subject 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  
R Byron Hetherton  
Jonathan Martin

SUBJECT:

English  
Mathematics  
Social Science

PASSED AND ADOPTED THIS 10th day of September 2015, by the Governing Board of  
Sierra Sands Unified School District of Kern County, California, by the following votes:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF KERN

I, Ernest M. Bell Jr., 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 10, 2015.

\_\_\_\_\_  
Signature

Secretary of the Governing Board  
Title

RESOLUTION #10 1516

On motion of Trustee \_\_\_\_\_, seconded by Trustee

\_\_\_\_\_, Resolution #10 1516 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 teacher(s) who holds 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:

Carol Barrett  
Judith Dwyer  
John Faber  
April Griffin  
Megan Howard  
Vicki Levack  
Bruce Livingston  
Amy Shermer

SUBJECT:

Mathematics  
Pre-Calculus  
Biology  
English  
Health  
English  
Pre-Calculus  
Mathematics

PASSED AND ADOPTED THIS 10th day of September 2015, by the Governing Board of

Sierra Sands Unified School District of Kern County, California, by the following votes:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF KERN

I, Ernest Bell, Jr., 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 10, 2015.

\_\_\_\_\_  
Signature

Secretary of the Governing Board  
Title

## 8. PERSONNEL ADMINISTRATION

### 8.5 Adoption of Resolution #4 1516, Week of the School Administrator

---

**BACKGROUND INFORMATION:** Education Code 44015.1 has been amended to designate the second full week of October as the Week of the School Administrator in California. California has approximately 15,000 certificated and classified administrators who provide leadership and support to the educational programs of California's public schools.

**CURRENT CONSIDERATIONS:** Resolution #4 1516 declares the week of October 11 through October 17, 2015 as the Week of the School Administrator in the Sierra Sands Unified School District. The resolution also declares that in Sierra Sands Unified School District, certificated and classified administrators provide support to our schools, programs, and students in many ways. They develop and implement curriculum by selecting textbooks and instructional materials. Site administrative teams ensure that effective and innovative classroom instruction is promoted on a daily basis. Certificated and classified administrators manage departmental and site budgets, and maintain school and district facilities. District administrators provide student transportation and nutrition programs to our students and their families, as well as guidance and staff development that improve teacher effectiveness in the classroom.

The board's adoption of Resolution #4 1516 declaring October 11 through October 17, 2015, as Week of the School Administrator will allow the district to formally recognize the outstanding dedication and professionalism of its administrative staff, both certificated and classified. A copy of Resolution #4 1516 will be displayed at all district schools and sites.

**FINANCIAL IMPLICATIONS:** None.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board adopt Resolution #4 1516 as presented and approve October 11 through October 17, 2015, as the Week of the School Administrator in Sierra Sands Unified School District.

BEFORE THE BOARD OF EDUCATION OF THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
County of Kern, State of California

IN THE MATTER REGARDING \_\_\_\_\_ )  
WEEK OF THE SCHOOL ADMINISTRATOR) )

RESOLUTION #4 1516

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

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

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

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

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

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

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

WHEREAS, the State of California has declared October 11-17, 2015 as the “Week of the School Administrator” in Education Code 44015.1; and

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

NOW THEREFORE, BE IT RESOLVED by the Governing Board of the Sierra Sands Unified School District that all school leaders in the Sierra Sands Unified School District be commended for the contributions they make to successful student achievement.

\* \* \* \* \*

I, MICHAEL SCOTT, Vice President/Clerk of the Governing Board, certify that the above resolution, proposed by \_\_\_\_\_ and seconded by \_\_\_\_\_, 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 10, 2015.

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

DATED: \_\_\_\_\_

GOVERNING BOARD OF THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT

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

TITLE: Vice President/Clerk of the Board

9. GENERAL ADMINISTRATION

9.1 Gifts to District

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CURRENT CONSIDERATIONS: The following donations have been received: Ms. Rosalyn Moore donated a portable sound system with an estimated cash value of \$250 to the Murray Middle School PE Department.

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 letters of appreciation.



10. CONSTRUCTION ADMINISTRATION

10.1 Report to the Board: Construction Activities and Issues

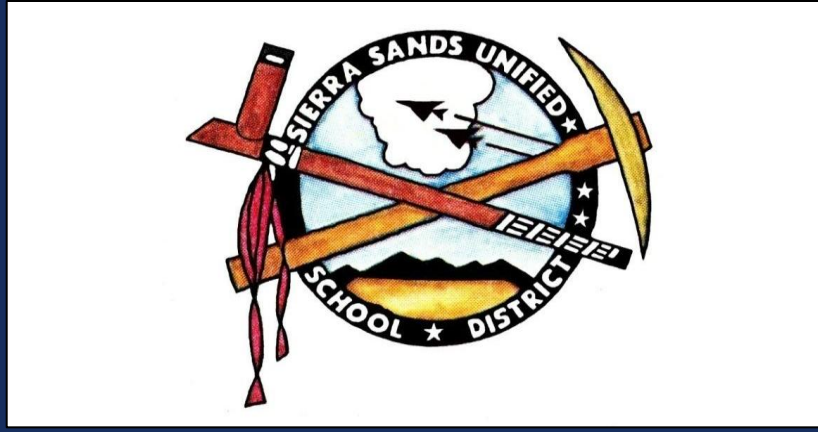
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BACKGROUND INFORMATION: The purpose of this item is to keep the board, administration, and especially the community informed as to the progress of the district's construction efforts.

CURRENT CONSIDERATIONS: Design, documentation activity, and planning continue at several sites. Mr. Steve Hubbard, Project Manager with Maas Co., will update the board and community on these activities.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: This item is presented for informational purposes and no action is required.



# Capital Projects Report

*to the*

**Board of Trustees** of the

Sierra Sands Unified School District

September 10, 2015

# BURROUGHS HIGH SCHOOL

## PROJECT STATUS REPORT

· Address	500 E. French Ave. Ridgecrest, CA 93555
· Project Manager	Maas Steve Hubbard
· Architect	RBB Architects Los Angeles, CA
· Construction Manager	ProWest PCM



### Fast Facts

Complete renovation of the permanent instructional spaces throughout the campus along with the addition of a new Administration Building to reorient the front of the campus to the southwest and a new Concessions/Restroom Building adjacent to the existing stadium. Work will include refurbishment of all finishes, replacement of all existing HVAC and lighting systems, site paving improvements, a new and enlarged student parking lot, and modern audio visual and technology infrastructure.

- Total Project Budget ..... \$31,909,274
- Project Square Footage (GSF) ..... 219,583 GSF (Rev.)
- Funding Source ..... 80% DOD, 20% District Funds
- Construction Mobilization..... November 2015 (Previously September 2015; DSA review delay)
- Targeted Completion ..... 06/30/17 (Originally 12/31/15; Grant Agreement Amended)

### Sustainable Features

Meets requirements of the National Environmental Policy Act

# BURROUGHS HIGH SCHOOL

## PROJECT STATUS REPORT

### DSA REVIEW PHASE

#### Fast Financial Facts

- Total Project Budget (TPB). . . . . \$31,909,274
- Construction Budget @70% of TPB. . . . . \$22,336,491
- Reserve for Soft Costs/Fees @ 30% TPB. . . \$ 9,572,782
- Encumbrances To Date. . . . . \$ 5,965,739
- Percent Complete of Project Cost . . . . . 18.7%
- Percent Complete of Construction . . . . . 0%

### Project Update

- Construction documents for Phase 1 remain in review at DSA; response and re-submittal for final approval anticipated 9-16-15.
- Schematic Design for Phase 2 - Student Parking Lot and Admin Building in process; to be presented to the district on 9-1-15.
- Next Bi-monthly Meeting with DSA scheduled for 9-8-15.
- Schedule for Commencement of Construction remains scheduled for early November 2015, pending DSA and OEA approval.
- Execution of HVAC work in PAC scheduled for Summer 2016; bidding to be conducted in Sept 2015 due to long lead for project materials and equipment.
- Re-review Phase 1 in process by California Department of Education for redesign eliminating large parking lot and Admin Building.

# BURROUGHS HIGH SCHOOL

## SCHEDULE: 12 MONTH

•DSA Back-check Submittal	06-17-15* (Prior 06-16-15)
•DSA Plan Check Duration –8 weeks	08-26-15** (Prior 07-30-15)
•DSA Third Back-check	09-10-15**
•Bid Advertisements (twice)	10-05-15 and 10-12-15** (Prior 09-14-15 and 09-21-15)
•Bidding Period	10-05-15 to 11-05-15** (Prior 09-16-15 to 10-14-15)
•Bid Notices of Intent	11-06-15** (Prior 10-14-15)
•Board Approval of Awards	11-19-15** (Prior 11-02-15)
•Notices to Proceed	11-20-15** (Prior 11-03-15)
•Submittal Review	11-28-15 thru 12-15** (Prior 11-11-15 thru 11-28-15)
•Construction Start (Mobilization)	11-20-15** (Prior 11-03-15)

\* Actual

\*\*Estimate based on further DSA delays anticipated

# MURRAY MIDDLE SCHOOL

## PROJECT STATUS REPORT

### DSA REVIEW PHASE

• Address	200 E. Drummond Ave. Ridgecrest, CA 93555
• Project Manager	Maas Steve Hubbard
• Architect	IBI Group Bakersfield, CA
• Construction Manager	ProWest PCM



### Fast Facts

New construction of a complete middle school campus to house the students from the existing Murray Middle School including Classroom Buildings, Music and Art Building, Library, Gymnasium, Multi-purpose Room and Administration Building, along with playing fields and a central campus courtyard.

- Total Project Budget ..... \$39,542,838
- Project Square Footage (GSF) ..... 67,896 GSF (Rev - originally 93,000 SF)
- Funding Source ..... 80% DOD, 20% District Funds
- Construction Mobilization..... October 2015 (originally December 2014; Grant amended)
- Targeted Completion ..... 9/30/2017 (originally 9/30/16)

### Sustainable Features

- Meets requirements of the National Environmental Policy Act

# MURRAY MIDDLE SCHOOL

## PROJECT STATUS REPORT

### DSA REVIEW PHASE

#### Fast Financial Facts

- Total Project Budget (TPB). . . . . \$39,542,838
- Construction Budget @ 70% TPB less demo . . . . \$24,479,986
- Demolition Allowance for Old Murray . . . . . \$ 3,200,000
- Reserve for Soft Costs/Fees @ 30% TPB . . . . . \$11,862,851
- Encumbrances To Date. . . . . \$ 6,446,874
- Percent Complete of Project Cost . . . . . 16.3%
- Percent Complete of Construction . . . . . 0%

### Project Update

- DSA final approval obtained.
- Plan revisions to reduce the cost of roadway changes and campus drive paving remain in discussion with City Planning Department; documents for site access improvements in City Right of Way submitted and rejected by City Engineer.
- Removal Action Workplan (RAW) for soil remediation approved by Department of Toxic Substance Control (DTSC); Public Participation procedures remain in process.
- CEQA Initial Study and Mitigated Negative Declaration (MND) documents public comment period complete; findings related to traffic control measures in review with City of Ridgecrest; Mitigation Monitoring and Reporting Plan (MMRP) posted for public review.
- Next Navy review of plans and specifications will be for modular structures upon award of contracts and preparation of shop drawings.
- Review by other regulatory agencies remains in process including California Department of Education, and Office of Public School Construction.
- Bidding documents complete; advertisements are scheduled for 9-4-15 and 9-12-15.



# MURRAY MIDDLE SCHOOL

## SCHEDULE: 12 MONTH

•DSA Submittal	03-10-15
•DSA Commencement of Plan Check	04-22-15
•DSA Plan Check Submittal - Duration – 12 weeks	06-22-15* (prior was 07-22-15)
•DSA Back-check Review	08-17-15*
•Bid Advertisements (twice)	09-04-15 and 09-12-15* (prior was 08-31-15 and 09-08-15)
•Bidding Period	09-04-15 thru 10-08-15* (prior was 08-31-15 thru 09-25-15)
•Bid Notice of Intent	10-09-15* (prior was 10-02-15)
•Board Approval of Awards (Special)	10-22-15* (prior was regular 10-15-15)
•Site Soil Remediation and Approval	10-23-15 thru 12-11-15* (prior was 10-19-15 thru 12-11-15)
• Site Construction Start (Mobilization)	10-26-15 (prior was 11-15-15)
•Commence design of modular units	10-23-15* (prior was 10-15-15)
•DSA completion of review of modular unit design	06-23-16**(prior was 3-23-16)
•Commence construction of modular units	06-24-16**(prior was 3-24-16)

\*Delay due to late DSA plan check

\*\* Delay due to DSA assertion that plan check of deferred submittal would take lowest priority



# HVAC REMEDIATION

## PROJECT STATUS REPORT

### DSA REVIEW PHASE

· Address	Various
· Project Manager	Maas Steve Hubbard
· Architect	RBB Architects Los Angeles, CA
· Construction Manager	TBD



### Fast Facts

Remediation of prior substandard construction and installation of HVAC units. Work at school sites that have not yet benefited from Modernization projects includes structural, mechanical and electrical retrofitting of existing HVAC units to properly respond to existing conditions and to correct prior substandard work. Due to budget constraints, work now includes Monroe Middle School, Mesquite Continuation School, and Burroughs High School.

- Total Project Budget . . . . . \$7,024,500
- Project Square Footage (GSF) . . . . . Varies
- Funding Source . . . . . Facilities Hardship /Siemens
- Construction Mobilization. . . . . June 2016 (prior Sept 2015)\*
- Targeted Completion . . . . . Summer 2016 (prior Spring 2017)\*

·\* District determined that construction must occur when school not in session. DSA Plan check delay resulted in missing Summer 2015 construction; next opportunity for construction is Summer 2016.

- Meets requirements of the National Environmental Policy Act



# HVAC REMEDIATION

## PROJECT STATUS REPORT

### DSA REVIEW PHASE

#### Fast Financial Facts

- Total Project Budget .....\$7,024,500
- Construction Budget @ 70%.....\$4,917,150
- Reserve for Soft Costs/Fees at 30% .....\$2,107,350
- Encumbrances To Date. .... \$ 848,247
- Percent Complete of Project Cost ..... 12.1%
- Percent Complete of Construction ..... 0%

### Project Update

- Correction of all prior BHS Open A# work as part of Modernization approved by DSA; prior A#'s retired.
- BHS – PAC Air Handlers DSA Plan Check complete; project approved for construction
- James Monroe DSA Plan Check complete; project approved for construction.
- Mesquite DSA Plan Check complete; project approved for construction
- PAC HVAC Remediation DSA Plan Check complete; project approved for construction
- Delay in DSA plan check has caused delay of construction until Summer 2016.
- PAC and Mesquite to be bid at the same time as Burroughs Modernization as a single separate General Contractor project.
- Applications for State Facilities Hardship funds remain in process.

# HVAC REMEDIATION

## SCHEDULE:

•DSA Submittal, Phased Intake	08-03-14 thru 03-17-15*
•DSA Plan Check Commencement for Mesquite and PAC	04-14-15 and 04-29-15*
•DSA Plan Check Duration – Estimated 8 weeks each Phase (as each phase design was completed)	08-03-14 thru 07-24-15*
•Bid Advertisements (twice)	09-16-15 and 09-23-15** (Prior 07-13-15 and 07-20-15)
•Bidding Period	09-16-15 to 10-14-15** (Prior 07-13-15 to 08-28-15)
•Bid Notices of Intent	10-14-15** (Prior 09-08-15)
•Board Approval of Awards	11-19-15** (prior 11-02-15)
•Notices to Proceed	11-20-15**(Prior 11-03-15)
•Submittal Review	11-20-15 thru 12-15-15**(prior 11-11-15 thru 11-28-15)
•Construction Start (Mobilization)	05-30-16***(Prior 09-14-15)

\* *Actual*

\*\* *Changes due to inclusion in Burroughs Modernization bidding and delay in DSA plan check process.*

\*\*\* *Construction start to coincide with school recess summer of 2016.*



## 10. CONSTRUCTION ADMINISTRATION

### 10.2 Adoption of Resolution #2 1516 to Adopt the California Environmental Quality Act (CEQA) Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program (MMRP) for the New Murray Middle School Project

---

BACKGROUND INFORMATION: As required by the California Environmental Quality Act (CEQA), the district commissioned a consultant to provide environmental review services for the new Murray Middle School project. An Initial Study (IS) was prepared to assess the environmental effects that could occur with implementation of the construction project. The IS concluded that a Mitigated Negative Declaration (MND) is the appropriate document to satisfy CEQA. The IS and MND were circulated to state and local agencies for a 30-day review period, which ended on August 21, 2015. Comments were received during the review period from the Naval Facilities Engineering Command, City of Ridgecrest, Department of Fish and Wildlife, and the Department of Toxic Substances Control; the district has responded to the comments.

CURRENT CONSIDERATIONS: The board must consider the IS, MND, written and oral comments regarding the project's environmental impacts, and the MMRP. The board may consider approval of the project only if it adopts the MND and MMRP, and may direct the district to file a Notice of Determination with the County Clerk and State Office of Planning and Research.

FINANCIAL IMPLICATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve Resolution #2 1516: (1) adopting a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the new Murray Middle School project, (2) approving the project, and (3) authorizing staff to file a Notice of Determination for the project as presented.

## **RESOLUTION #2 1516**

### **ADOPTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE NEW MURRAY MIDDLE SCHOOL PROJECT, APPROVING THE PROJECT AND AUTHORIZING STAFF TO FILE A NOTICE OF DETERMINATION FOR THE PROJECT**

**WHEREAS**, the Sierra Sands Unified School District (“District”) is a public school district organized and existing under the laws of the State of California; and

**WHEREAS**, the District, as lead agency under the California Environmental Quality Act (“CEQA”), has prepared an Initial Study to evaluate potential environmental impacts of the New Murray Middle School Project (“Project”) under State CEQA Guidelines section 15063; and

**WHEREAS**, based on the Initial Study, which indicated all potential environmental impacts from the Project would be less than significant with the incorporation of mitigation measures, District staff determined that a Mitigated Negative Declaration (“MND”) should be prepared; and

**WHEREAS**, the Initial Study and MND includes a Mitigation Monitoring and Reporting Program (“MMRP”) that identifies and commits the District to measures that will mitigate potential environmental impacts resulting from the Project to a “less than significant level”; and

**WHEREAS**, the Initial Study, MND and MMRP were prepared pursuant to CEQA and the State CEQA Guidelines; and

**WHEREAS**, under State CEQA Guidelines Sections 15072 and 15073, the District made the Initial Study and MND available to the public and all potentially interested, responsible and trustee agencies to review and comment from July 22, 2015, through August 21, 2015 by: (1) filing a Notice of Completion (“NOC”) with the State Clearinghouse; (2) filing a Notice of Intent to Adopt a Mitigated Negative Declaration (“NOI”) with the Kern County Clerk; (3) publishing the NOI in The Daily Independent, a newspaper of General Circulation; (4) posting the NOI at Sierra Sands Unified School District at 113 West Felspar Avenue and Ridgecrest Public Library at 131 E Las Flores Avenue, and (5) posting the NOI on the District’s website at <http://www.ssusd.org/>; and (6) mailing the NOI to interested agencies and individuals; and

**WHEREAS**, the District has considered and responded to all comments received from the public and interested agencies during the review period; and

**WHEREAS**, as contained herein, the Board of Education (“Board”) has endeavored in good faith to set forth the basis of its decision and all the findings and conclusions made by the Board pursuant to this Resolution are based upon all of the oral and written evidence presented to it and taken as a whole, and are not based solely on the information provided in this Resolution; and

**WHEREAS**, under Public Resources Code Section 21151.8, no EIR or Negative Declaration has been approved without making findings relative to certain health and safety factors in the lead agency's assessment of a new school site; and

**WHEREAS**, prior to taking this action, the Board received and carefully reviewed the Initial Study, MND, MMRP, and all information and data contained in the administrative record regarding the Project. The Responses to Comments and MND Errata, in combination with the Initial Study and MND, constitutes the final Initial Study and Mitigated Negative Declaration; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have been met.

**NOW THEREFORE**, be it resolved, determined, and ordered by the Board of Education of the Sierra Sands Unified School District as follows:

Section 1. The above recitals are true and correct.

Section 2. As the decision-making body for the Project, the Board has reviewed and considered the information contained in the Initial Study, MND, MMRP, and the administrative record for the Project, including any oral comments and written comments received during the comment period and any oral comments at the public hearing.

Section 3. The Initial Study, MND, and MMRP prepared for the Project have been completed in accordance with CEQA and the State CEQA Guidelines.

Section 4. Based upon the whole record before it, The Board finds that the Initial Study, MND, and MMRP contain a complete and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgement and analysis of the Board.

Section 5. The Board finds that no new significant environmental effects have been identified and any changes to the Initial Study and the MND in response to comments or otherwise do not constitute substantial revisions requiring recirculation under State CEQA Guidelines section 15073.5.

Section 6. The Board finds that all potential environmental impacts of the Project are either less than significant or can be mitigated to a less than significant level with implementation of the mitigation measures outlined in the Initial Study, MND, MMRP, the administrative record and all written and oral evidence presented to the Board and contained therein.

Section 7. The Board finds, with mitigation measures incorporated, there is no substantial evidence in the record supporting a fair argument that the Project may result in significant environmental impacts.

Section 8. The Board hereby approves and adopts the MND attached to this Resolution as Exhibit “A.”

Section 9. The Board hereby approves and adopts the MMRP attached to this Resolution as Exhibit “B” under Public Resources Code section 21081.6.

Section 10. The Board hereby approves the Project.

Section 11. The Board hereby directs all documents and other materials constituting the administrative record for the Project approval be maintained by the Superintendent or his designee, on file at the Sierra Sands Unified School District, 113 Felspar Avenue, Ridgecrest, California.

Section 12. The Board hereby directs staff to file a Notice of Determination with the Kern County Clerk within five (5) working days of approval of the Project and to submit the same to the State Clearinghouse.

Section 13. The President of the Board shall sign this resolution and the Clerk of the Board shall attest and certify to the passage and adoption thereof.

Section 14. This Resolution shall take effect upon adoption by the Board.

**PASSED, APPROVED, AND ADOPTED** this 10<sup>th</sup> day of September 2015, at the Regular Meeting of the Board of Education of the Sierra Sands Unified School District, by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

## 10. CONSTRUCTION ADMINISTRATION

### 10.3 Approval to Enter into an Amendment to the Agreement for Inspector of Record Services for the New Murray Middle School for Inspection at a Selected Modular Manufacturing Facility

---

**BACKGROUND INFORMATION:** In response to a grant received from the Department of Defense (DOD) – Office of Economic Adjustment (OEA), the district ultimately will commence construction of a new Murray Middle School. The Murray school structures are designated to be executed as Custom Permanent Modular Construction. Fabrication of all structures will, therefore, occur in the selected manufacturer's central manufacturing facility. As a requirement of the Division of the State Architect, the district must commission the services of a certified Class One Inspector of Record to observe and to report on the construction of all modular units built within the manufacturer's facility.

**CURRENT CONSIDERATION:** With guidance from counsel, an agreement was reached with JMI Consultants Inc. to execute Inspector of Record services at the Murray site in Ridgecrest, which received the approval of the board on October 16, 2014. Subsequently, the decision to construct the school structures as Custom Permanent Modular Construction was made by the district. Thereby, the district is requiring JMI Consultants, Inc. to provide a full time, Class One Inspector of Record for the manufacturing facility.

**FINANCIAL IMPLICATIONS:** The fixed fee amount of the amendment for the factory-based portion of the project will be a lump sum of \$42,639.99 which includes overhead, insurance, and reimbursable expenses. The district plans to use DoD grant fund sources for 80% of the contract, as well as several other fund sources including Fund 35 for the remaining 20% required to be provided by the district in the grant agreement.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the amendment to the agreement for Inspector of Record Factory Inspection Services with JMI Consultants, Inc. in support of the factory fabrication of modular units for the new Murray Middle School be approved as submitted.



# Cost Proposal

August 19, 2015

To:  
MAAS Companies  
Pamela Pence  
113 W Felspar Ave  
Ridgecrest, Ca 93555  
760-499-5300

Thank you for the opportunity to allow JMI Consultants, Inc. to conduct the In-Plant Inspection services for the Sierra Sands Unified School District, Murray Middle School New Campus Project.

As the DSA inspection company for your projects we provide an entire inspection package. We provide assistance with all forms, archived inspectors construction daily reports, and quick and efficient closeout documentation. As well as, digital images of the existing project prior to and throughout all phases of construction completion.

The information below outlines the complete scope of work, including identification of responsibilities, procedures and fees.

## Scope of Work:

### Identification of Responsibilities

1. JMI Consultants will provide a Certified Inspector of Record to perform daily inspections based on part 1, Title 24 California Building Code.
2. JMI Consultants will provide all necessary materials, tools and other items needed to complete the Inspections for the project. We will coordinate all special Inspections through the assigned Lab chosen by the district for the project.
3. Current codes and regulations applicable to the project shall be maintained in the inspector's office on the site including copies of all reports relating to testing and special inspection. Job activity reports will be provided daily to the district representative.
4. Daily reports shall include approximate head counts per contractor, daily activities of each contractor, and any event that may occur on the project that should be documented for the district.

5. JMI Consultants will advise the contractor or construction manager of inspections related to the current activities of the project. An inspection log will be maintained at the inspector's office. All inspection requests will be processed and logged. A copy of the inspection request will be provided to the contractor or construction manager.
6. All inspections shall be based on the approved documents for the project, and any deviations shall be reported to the architect of record, construction manager or contractor and the district in writing for interpretation and direction.
7. JMI Consultants will attend all necessary meetings pertaining to the project and construction process. The project inspector will accompany the architect and consultants, and the district representative while observing the construction on site.
8. JMI Consultants will maintain all documents required for the DSA Box system and assist with all closeout documentation.

#### Fees for Inspection Services

JMIC Inc. will provide a Class 1 Inspector and CWI welding Inspection for this project at the rate listed below.

1. Project Inspector Services shall be based on lump sum contract value. Total inspection fees based on 3 month duration is \$42639.99. Invoices will be submitted monthly at the rate of \$14,213.33
2. Additional project inspector services include holidays, weekends, and any services needed beyond normal working hours and basic construction requirements. Written authorization will be received from the district prior to providing additional services. Additional services will be billed at one and a half times the hourly rate.
3. Inspection services needed after the contract duration shall be billed at a monthly rate of \$14,213.33 as needed.

You will be working with experienced construction professionals, fully certified, with the professional skills and technical knowledge your projects deserve.

Sincerely,

Jeff Mariani  
President – JMI Consultants Inc.

## 10. CONSTRUCTION ADMINISTRATION

### 10.4 Approval to Issue a Letter to the City of Ridgecrest/County of Kern Requesting Traffic Control Measures for the New Murray Middle School

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**BACKGROUND INFORMATION:** In the course of development of the plans and specifications for the new Murray Middle School, IBI Group, the Architect of Record (AR), worked with the City Engineer to develop ingress and egress plans detailing driveway improvements for vehicular access to the new school site along Drummond Avenue for the purpose of student drop off. To reduce construction costs to bring the project into budget, the AR continued to work with the City Engineer to revise the student drop off ingress and egress driveways. They reached an agreement on layout; the Board of Trustees authorized additional fees to the AR to execute the redesign of the student drop off in keeping with agreements with the City Engineer. Revised plans were executed and submitted to the city for review and approval. However, the Director of Public Works rejected the plans and identified, in writing, a number of traffic control measures that the city would require to approve any plans for ingress and egress driveways along Drummond Avenue.

In addition, and as required by the California Environmental Quality Act (CEQA), the district commissioned a consultant to provide environmental review services for the new Murray Middle School project. As part of the development of the preliminary environmental documents, an Initial Study (IS) and a draft Mitigated Negative Declaration (MND) were composed and issued to the public and to certain public agencies, as is required by statute. The City of Ridgecrest Planning Commission was included in this notice. Included in the MND were references to traffic impacts resulting from the project as having “less than significant impact”. Therefore, no traffic mitigation measures were identified in the report.

Upon review of the IS/MND, the Planning Commission placed the IS/MND on their agenda for discussion at the regular session of the Commission on July 28, 2015. Various reports were presented to the Commission by the City Engineer and the Planning Staff, including references to the traffic mitigation measures identified in the Director of Public Works’ response to the districts plan submittal for ingress and egress driveways. Upon consideration, the Commission directed that a written response to the IS/MND be issued to the district by the City Planning Department. The district received the response letter from the city on August 4, 2015, in which the city objects to certain findings of the MND related traffic congestion and public safety.

**CURRENT CONSIDERATION:** As part of the district’s effort to work cooperatively with the city in addressing any potential safety concerns for the public, the district

and its consultants have identified California Vehicle Code 21372 which allows school districts to request a review from the appropriate city, county, city and county, or state agency to assess the safety status of specific property and then install the appropriate traffic control devices as indicated in Vehicle Code Section 21373 to protect the public and to manage traffic.

**FINANCIAL IMPLICATIONS:** The financial implication of the letter to the city requesting execution of traffic control and safety measures lies in the statutory requirement that the district pay no more than 50% of a traffic engineering study. At this time, there is no estimate of the cost of such a study. Since DoD funds cannot be utilized for this purpose, the district would use Fund 35 for the fees associated with the traffic engineering study.

**SUPERINTENDENT'S RECOMMENDATION:** It is recommended that the board authorize the issuance of the letter to the City of Ridgecrest requesting their execution of traffic safety measures per Vehicle Code Sections 21372 and 21373.



# SIERRA SANDS UNIFIED SCHOOL DISTRICT

**Ernest M. Bell, Jr.**  
**Superintendent**

113 W. Felspar Avenue • Ridgecrest, CA • 93555 • 760 499-1600 •  
Website: [www.ssusdschools.org](http://www.ssusdschools.org)

September 11, 2015

Mr. Dennis Speer  
City Manager and Public Works Director  
CITY OF RIDGECREST  
100 W. California Avenue  
Ridgecrest, CA 93555

Re: New Murray Middle School  
School Board Request for Traffic Control Devices

Dear Dennis,

Subsequent to our meetings with the Planning Commission Members and the Planning Department staff to review the Initial Study and Mitigated Negative Declaration for the construction of the new Murray Middle School, we have reviewed the matter with our Board and our consultants. Along with the City staff and Commission members, we at the District are concerned about the safety of our students and other pedestrians utilizing the school site.

In that regard, and in accordance with California Vehicle Code Sections 21373 (copy attached), the Board of Trustees of the Sierra Sands Unified School District has authorized me to respectfully request that the City of Ridgecrest and/or the County of Kern provide appropriate traffic control measures according to statute.

We understand that the traffic control measures will be according to recommendations of an engineering and traffic survey to be undertaken, as the Vehicle Code requires, in order to identify measures necessary for the safety of the community. We also understand that the cost of the engineering and traffic survey shall be shared by the District and the City/County.

We look forward to continuing to work with you in this endeavor.

Respectfully,

Ernest M. Bell, Jr  
Superintendent of Schools  
Sierra Sands Unified School District

CC: Christina Giraldo, Asst. Superintendent for Business and Support Services

**Board of Education**

Amy Castillo-Covert • Bill Farris • Tim Johnson • Kurt Rockwell • Michael Scott

Cal. Veh. Code § 21372: California Code – Section 21372

The Department of Transportation and local authorities shall, with respect to highways under their respective jurisdictions, establish and promulgate warrants to be used as guidelines for the placement of traffic control devices near schools for the purpose of protecting students going to and from school. Such devices may include flashing signals. Such warrants shall be based upon, but need not be limited to, the following items: pedestrian volumes, vehicle volumes, width of the roadway, physical terrain, speed of vehicle traffic, horizontal and vertical alignment of the roadway, the distance to existing traffic control devices, proximity to the school, and the degree of urban or rural environment of the area.

-See more at: <http://codes.lp.findlaw.com/cacode/VEH/1/d11/2/1/s21372#sthash.vnJr9asj.dpuf>

Section 21373. (Amended by Stats. 1969, Ch. 1061.)

**Cite as:** Cal. Veh. Code §21373.

The governing board of any school district may request the appropriate city, county, city and county or state agency to install traffic control devices in accordance with the warrants established pursuant to Section 21372. Within 90 days thereafter, the city, county, city and county or state agency involved shall undertake an engineering and traffic survey to determine whether the requested crossing protection meets the warrants established pursuant to Section 21372. The city, county, city and county, or state agency involved may require the requesting school district to pay an amount not to exceed 50 percent of the cost of the survey. If it is determined that such requested protection is warranted, it shall be installed by the city, county, city and county or state agency involved.

## 11. BUSINESS ADMINISTRATION

### 11.1 Approval of Agreement with Atkinson, Andelson, Loya, Ruud & Romo for Legal Services Associated with Modernization and Construction

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BACKGROUND: The law firm of Atkinson, Andelson, Loya, Ruud & Romo is a recognized leader in California in the area of facilities, 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 & 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 & Romo include an increase of approximately 2% for the current school year. In view of the fact that AALRR's rates have remained stable for the last 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 contain costs.

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 the 2015-16 school year.

## **AGREEMENT FOR SPECIAL SERVICES**

### **I. PARTIES**

This Agreement for Special Services (the "Agreement") is made this 1st day of August, 2015, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as 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 and, upon request, non-legal consultant 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. The Law Firm agrees to provide such 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 August 1, 2015, through June 30, 2016. For the period August 1, 2015, through June 30, 2016, 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	\$265.00
Partners/Senior Counsel	\$255.00
Senior Associates	\$250.00
Associates	\$235.00
Electronic Technology Litigation Specialist	\$235.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$175.00
Paralegals/Legal Assistants	\$170.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

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. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, 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, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.



**V. RELATED POST-INVESTIGATION SERVICES**

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

**VI. CONSENT TO JOINT REPRESENTATION**

The District acknowledges that from time to time the Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, the Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

**VII. 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, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/ superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

## **VIII. 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 to unsubscribe at any time.

## **IX. 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.

## **X. DURATION**

This Agreement shall be effective August 1, 2015, through June 30, 2016, 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.

## **XI. EXECUTION DATE**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
TERRY T. TAO

“District”

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_

11. BUSINESS ADMINISTRATION

11.2 Approval of Legal Services Agreement with Parker & Covert LLP

---

BACKGROUND INFORMATION: Parker & Covert LLP is a well respected law firm that serves in a general or special counsel capacity to over thirty school and community college districts in California representing entities in all aspects of legal matters.

CURRENT CONSIDERATIONS: Sierra Sands Unified School District desires to retain Parker & Covert LLC for the purpose of providing legal services as requested in accordance with the terms and conditions of the attached agreement.

FINANCIAL IMPLICATIONS: The rates proposed by Parker & Covert LLP are within established parameters. The district and the firm will work together to utilize phone and email communications as much as possible in order to contain costs.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the contract with the law firm of Parker & Covert LLP for legal services for the 2015-16 school year.



1 These rates will be in effect through June 30, 2017.

2 5. Attorneys shall perform the services herein provided at the rates set forth in  
3 said Exhibit. The billing increment shall be 0.1 (one-tenth) of an hour.

4 6. DISTRICT shall also pay or reimburse Attorneys for any actual and necessary  
5 costs and expenses incurred in the course of handling such services. Actual and necessary  
6 costs and expenses include those charges that Attorneys directly incur including, but not  
7 limited to, filing fees, reproduction of documents, toll telephone charges, messenger and  
8 delivery services, travel expenses other than mileage costs, and court reporting costs.  
9 DISTRICT shall also pay directly, or promptly reimburse attorneys within 45 days for, the  
10 fees and expenses of consultants and experts retained by attorneys.  
11

12 7. Attorneys shall present statements for the services rendered pursuant hereto  
13 during the preceding month, and DISTRICT shall pay the same within a reasonable time  
14 thereafter, which is agreed to be within 45 days of receipt of attorneys' statement.  
15

16 8. Attorneys shall serve under the terms of the Agreement at the pleasure of the  
17 DISTRICT and the DISTRICT hereby reserves the right to terminate Attorneys upon written  
18 notice to Attorneys.  
19

20 9. Attorneys shall maintain at all times a policy of professional liability insurance  
21 while representing and advising District.  
22

23 10. Attorneys will maintain any files during the pendency of any matters and for  
24 twelve (12) months thereafter. After twelve (12) months following the termination of any  
25 matter, DISTRICT will either take possession of the files or they will be destroyed.  
26  
27  
28

11. Attorneys reserve the right in their discretion to terminate this Agreement at any time Attorneys deem necessary or advisable upon thirty (30) days written notice to DISTRICT.

In witness whereof, this Retainer Agreement was duly approved by the District's Board of Education.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

Date: September \_\_, 2015

By: \_\_\_\_\_

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

PARKER & COVERT LLP

Date: September3, 2015

By: Jonathan J. Mott  
Jonathan J. Mott  
Partner



**EXHIBIT "A"**

PARTNERS \$245.00 per hour

ASSOCIATES \$190.00 per hour

LAW CLERKS/PARALEGALS \$125.00 per hour

## 11. BUSINESS ADMINISTRATION

### 11.3 Adoption of Resolution #7 1516 Approving the 2015-16 Estimated Gann Limit Calculations for the Sierra Sands Unified School District

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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 2014-15 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 #7 1516 establishing the appropriation limit under Government Code Section 7900 as presented.

**BEFORE THE GOVERNING BOARD OF THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT  
COUNTY OF KERN, STATE OF CALIFORNIA**

<b>RESOLUTION ESTABLISHING</b>	)	
<b>APPROPRIATIONS LIMIT UNDER</b>	)	
<b>GOVERNMENT CODE §§7900, ET SEQ.</b>	)	
<hr style="width:40%; margin-left:0"/>	)	
		<b>Resolution #7 1516</b>

**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 \$31,479,592.25, 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 \$30,330,417.03.
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, 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 10, 2015, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

DATED: September 10, 2015.

GOVERNING BOARD OF THE  
SIERRA SANDS UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_

Title: Michael Scott, Vice President/Clerk

Attachment: Staff Report

	2014-15 Calculations			2015-16 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>A. PRIOR YEAR DATA</b> (2013-14 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2013-14 Actual</b>			<b>2014-15 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	30,488,755.20		30,488,755.20			30,330,417.03
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	4,678.08		4,678.08			4,664.69
ADJUSTMENTS TO PRIOR YEAR LIMIT	<b>Adjustments to 2013-14</b>			<b>Adjustments to 2014-15</b>		
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>B. CURRENT YEAR GANN ADA</b> (2014-15 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	<b>2014-15 P2 Report</b>			<b>2015-16 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line A6)	4,664.69		4,664.69	4,663.38		4,663.38
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			4,664.69			4,663.38
<b>C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b>	<b>2014-15 Actual</b>			<b>2015-16 Budget</b>		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	34,991.84		34,991.84	33,914.00		33,914.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	227,134.34		227,134.34	0.00		0.00
4. Secured Roll Taxes (Object 8041)	4,165,296.28		4,165,296.28	4,263,722.00		4,263,722.00
5. Unsecured Roll Taxes (Object 8042)	410,934.58		410,934.58	389,777.00		389,777.00
6. Prior Years' Taxes (Object 8043)	(2,409.82)		(2,409.82)	0.00		0.00
7. Supplemental Taxes (Object 8044)	304,497.90		304,497.90	180,236.00		180,236.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(780,381.63)		(780,381.63)	(837,387.00)		(837,387.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	6,022.55		6,022.55	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	2,950,559.38		2,950,559.38	73,564.00		73,564.00
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-LCFF 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)	(325,451.00)		(325,451.00)	(296,456.00)		(296,456.00)
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	6,991,194.42	0.00	6,991,194.42	3,807,370.00	0.00	3,807,370.00
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)	6,991,194.42	0.00	6,991,194.42	3,807,370.00	0.00	3,807,370.00

	2014-15 Calculations			2015-16 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			378,031.15			390,909.65
<b>OTHER EXCLUSIONS</b>						
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)			378,031.15			390,909.65
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	29,097,912.46		29,097,912.46	34,267,920.00		34,267,920.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(581.28)		(581.28)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	29,097,331.18	0.00	29,097,331.18	34,267,920.00	0.00	34,267,920.00
<b>DATA FOR INTEREST CALCULATION</b>						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	47,022,115.22		47,022,115.22	50,216,036.09		50,216,036.09
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	47,378.79		47,378.79	55,000.00		55,000.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>						
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			30,488,755.20			30,330,417.03
2. Inflation Adjustment			0.9977			1.0382
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9971			0.9997
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			30,330,417.03			31,479,592.25
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			6,991,194.42			3,807,370.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			559,762.80			559,605.60
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			23,717,253.76			28,063,131.90
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			23,717,253.76			28,063,131.90
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			30,972.59			34,945.00
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			7,022,167.01			3,842,315.00
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			23,686,281.17			28,028,186.90
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			7,022,167.01			
b. State Subventions (Line D8)			23,686,281.17			
c. Less: Excluded Appropriations (Line C23)			378,031.15			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			30,330,417.03			

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## 11. BUSINESS ADMINISTRATION

### 11.4 Acceptance of the 2014-15 Unaudited Actuals

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**BACKGROUND INFORMATION:** The unaudited actuals 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, 2015. The report contains comparative data regarding the unrestricted general fund estimated year end totals presented at the time of the 2014-15 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:** In reviewing the 2014-15 fiscal year the following factors have influenced the year-end result of the district. At the state and national level the economy has continued to improve, albeit at a slow pace, increasing revenues. As the increase is based on volatile revenue sources, there is a continued need for ongoing monitoring of the district's fiscal operations. In 2014-15 the main actions were found in two places: distribution of targeted funding through the Local Control and Accountability Plan (LCAP) and growth in expenditures. Targeted funds must be used to increase and improve services for the students who generate the funds. Measurement, assessment, and student achievement will point to the results of the actions taken. Should results not materialize in the area of student achievement, additional resources must be allocated to achieve results. The increase in the LCFF base grant is designed to provide funding to maintain program levels and maintain purchasing power. Recovery to even the level of 2007-08 is slated to take eight years. In the meantime, the calls against the increase in the base grant are many. The increases in the employer rates for CalPERS and CalSTRS are major claimants. Additionally, the technology required to implement Common Core will demand ongoing resources while the district's ageing bus and white fleet have become costly to maintain and/or replace. Management of expenditure projections will require vigilance and makes multiyear projections all the more important.

**Revenues:**

- Initial LCFF gap funding of 29.97% was adjusted to 30.16% with a resulting slight increase in revenue. Federal revenue suffered a slight decrease.
- Increase in other local revenue is due to receipt of additional RDA funding and transportation grants which have corresponding expenses. RDA funds are being transferred to Fund 40 as they must be used for facilities.



- The percentage of unduplicated students for which Supplemental and Concentration grant funding was received previously was adjusted from 55.11% to 54.72% - creating a slight decrease in Supplemental/Concentration grant funding.

Expenses are reflective of the following:

- Higher salary cost due to costs for substitutes and oversize class stipends.
- Home-to-school transportation expenditure increases primarily as a result of additional costs related to increased repairs to an ageing fleet, and continued costs associated with implementing state mandated emission control devices on the district diesel buses.
- Borrowing against reserves occurred twice in 2014-15 in the month of October 2014 and in January 2015; cash continues to be a concern.

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 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, \$2,433,146 is committed for reserve for economic uncertainty and \$183,505 is committed for future budget deficit purposes.

The dollars residing in fund 17 (\$5,887,484) are committed for cash solvency purposes. Funds 11, 12, 13, 14, 20, 21, 25, 35, 40, and 51 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.

In considering 2015-16, the following should be noted:

- LCFF gap funding boost is unprecedented, but gains are by no means the same across districts.
- Expectations are on the rise in terms of new and improved services to students and subsequent higher student performance.
- The economic cycle consists of peaks and valleys which can only be managed by prudent fiscal management.
- Senate Bill 858 requires districts to substantiate the need for unassigned ending fund balances above a district's required minimum reserve starting in the 2015-16 fiscal year.

Considering the out years, 2016-17 and beyond:

- Implementation of the K-3 class size adjustments requires increased staffing to meet staffing goals until the ratio of 24:1 has been reached.
- Temporary taxes authorized by Proposition 30 will expire prior to the full implementation of the LCFF. The sales tax increase is due to expire 12/31/16. The income tax increase is due to expire 12/31/18. 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.

FINANCIAL IMPLICATIONS: In accordance with guidance from the board, 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 a changeable economy and ever increasing demands on resources.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board accept the district's unaudited actual financial report for 2014-15 as presented.

**Sierra Sands Unified School District  
General Fund Unrestricted  
Budget Comparison Report  
2014/2015 Year-End Comparison Report**

		<b>COLUMN A</b> 2014/2015 <u>Unaudited Actuals</u>	<b>COLUMN B</b> 2014/2015 <u>Estimated Actuals</u>	<b>DIFFERENCE</b>
<b>Projected Fund Balance</b>	<b>Objects</b>			
July 1 Beginning Fund Balance		\$4,262,219	\$4,262,219	
Add: Revenues *	8000-8999	\$36,836,282	\$35,707,518	
Less: Expenditures **	1000-7999	<u>\$38,372,641</u>	<u>\$37,164,789</u>	
June 30 Ending Fund Balance		\$2,725,859	\$2,804,947	
Less: Stores, Prepaid Expenses, & Revolving Cash		\$109,207	\$90,049	
Less: 5% Reserve for Economic Uncertainties		<u>\$2,433,146</u>	<u>\$2,400,430</u>	
Ending Fund Balance as of June 30		<u><u>\$183,506</u></u>	<u><u>\$314,468</u></u>	
<b>ADD: Revenues</b>				<b>(Column A - Column B)</b>
Local Control Funding Formula (LCFF)	8010-8099	\$33,704,594	\$33,662,574	\$42,020 <sup>1</sup>
Federal Revenues	8100-8299	\$1,771,483	\$1,831,086	-\$59,603 <sup>2</sup>
Other State Revenues	8300-8599	\$1,630,629	\$1,622,377	\$8,252
Other Local Revenues	8600-8799	<u>\$2,565,184</u>	<u>\$1,504,241</u>	<u>\$1,060,944</u> <sup>3</sup>
<b>Total Revenues</b>		<u><u>\$39,671,890</u></u> <sup>a</sup>	<u><u>\$38,620,278</u></u>	<u><u>\$1,051,612</u></u>
<b>LESS: Expenditures</b>				<b>(Column B - Column A)</b>
Certificated Salaries	1000-1999	\$15,277,108	\$15,225,005	-\$52,102 <sup>4</sup>
Classified Salaries	2000-2999	\$5,370,630	\$5,369,449	-\$1,181
Benefits - Current Employees	3000-3999	\$8,331,630	\$8,315,082	-\$16,548
Benefits - Retirees	370X & 390X	\$1,329,920	\$1,345,793	\$15,873
Books and Supplies	4000-4999	\$1,537,129	\$1,451,861	-\$85,268 <sup>5</sup>
Services and Operating Expenses	5000-5999	\$3,798,088	\$3,722,055	-\$76,034 <sup>6</sup>
Capital Outlay	6000-6999	\$559,228	\$413,837	-\$145,391 <sup>7</sup>
Other Outgo	7100-7299 7400-7499	\$379,452	\$379,217	-\$234
Indirect Costs	7300-7399	<u>-\$193,197</u>	<u>-\$202,413</u>	<u>-\$9,216</u>
<b>Total Expenditures</b>		<u><u>\$36,389,987</u></u> <sup>b</sup>	<u><u>\$36,019,886</u></u>	<u><u>-\$370,101</u></u>
<b>ADD: Interfund Transfers In</b>				<b>(Column A - Column B)</b>
Transfers In - Fund 20 (09/10 OPEB)	8900-8929	<u>\$218,665</u>	<u>\$218,665</u>	<u>\$0</u>
<b>Total Interfund Transfers In</b>		<u><u>\$218,665</u></u> <sup>c</sup>	<u><u>\$218,665</u></u>	<u><u>\$0</u></u>
<b>LESS: Interfund Transfers Out</b>				<b>(Column B - Column A)</b>
Transfer Out- Fund 13 (Bad Debt)	7600-7629	\$617	\$0	-\$617
Transfer Out- Fund 17 (Golden Handshake)	7600-7629	\$63,829	\$63,829	\$0
Transfer Out- Fund 40 (RDA Pass through Facilities Funds)	7600-7629	<u>\$1,918,208</u>	<u>\$1,081,074</u>	<u>-\$837,134</u> <sup>8</sup>
<b>Total Interfund Transfers Out</b>		<u><u>\$1,982,654</u></u> <sup>d</sup>	<u><u>\$1,144,903</u></u>	<u><u>-\$837,751</u></u>
<b>LESS: Encroachment Contributions (Reduction of Revenue from Unrestricted General Fund) ***</b>				<b>(Column A - Column B)</b>
Resource 6500 - Special Education	8980	-\$2,879,982	-\$2,941,148	\$61,166 <sup>9</sup>
Resource 9021 - Sierra Vista Center	8980	<u>-\$174,291</u>	<u>-\$190,278</u>	<u>\$15,987</u>
<b>Total Encroachment Contributions</b>		<u><u>-\$3,054,273</u></u> <sup>e</sup>	<u><u>-\$3,131,425</u></u>	<u><u>\$77,152</u></u>
<b>Net Revenue less Expenditures (a + c + e) - (b + d)</b>		<u><u>-\$1,536,359</u></u>	<u><u>-\$1,457,271</u></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  
Budget Comparison Report  
2014/2015 Year-End Comparison Report**

- 1 Final gap percentage for Local Control Funding Formula was slightly higher than the state's estimate (30.16% vs 29.97%). Other increase includes prior year adjustment for Education Protection Account.
- 2 Received less Department of Defense Education Activity funding than anticipated.
- 3 Increase primarily reflective of receipt of additional RDA funding (837K) and Transportation grants (110K & 86K). These increases have corresponding expenses (See Notes 6, 7, and 8). The RDA funding must be used for facilities and are being transferred to Fund 40 Reserve for Capital Outlay/Construction (See Note 8).
- 4 Increase primarily due to costs for substitutes and oversize class stipends.
- 5 Supply expenditures were higher than estimated due to the cost of needed vehicle parts, tires, and repairs. Other variances reflective of the use of budgets in various elements of expense.
- 6 Increased service expenditures primarily reflective of the use of transportation grant for filter installation (See Note 3) and the final cost of prior period MediCal claiming services. Other variances due to the use of budgets in various elements of expense.
- 7 Increase in capital outlay primarily reflective of the use of a bus grant (See Note 3).
- 8 Reflective of additional pass through RDA funds (See Note 3). These funds are required to be used for facilities and are being transferred to Fund 40 Reserve for Capital Outlay/Construction.
- 9 Needed contribution from the unrestricted general fund is less primarily due a positive prior year state funding adjustment

**Sierra Sands Unified School District  
General Fund Restricted  
Budget Comparison Report  
2014/2015 Year-End Comparison Report**

		<b>COLUMN A</b> 2014/2015 <u>Unaudited Actuals</u>	<b>COLUMN B</b> 2014/2015 <u>Estimated Actuals</u>	<b>DIFFERENCE</b>	
<b>Projected Fund Balance</b>					
July 1 Beginning Fund Balance		\$861,228	\$861,228		
Add: Revenues*	8000-8999	\$10,404,498	\$10,947,556		
Less: Expenditures**	1000-7999	\$10,290,279	\$10,843,812		
June 30 Ending Fund Balance		<u>\$975,448</u>	<u>\$964,973</u>		
<b>ADD: Revenues</b>				<i>(Column A - Column B)</i>	
Federal Revenues	8100-8299	\$3,225,893	\$3,775,339	-\$549,446	1
Other State Revenues	8300-8599	\$3,644,730	\$3,578,828	\$65,902	2
Other Local Revenues	8600-8799	\$479,602	\$461,964	\$17,638	
<b>Total Revenues</b>		<u>\$7,350,225</u> a	<u>\$7,816,131</u>	<u>-\$465,906</u>	
<b>LESS: Expenditures</b>				<i>(Column B - Column A)</i>	
Certificated Salaries	1000-1999	\$4,035,024	\$4,077,898	\$42,874	
Classified Salaries	2000-2999	\$1,532,212	\$1,501,742	-\$30,470	
Benefits - Current Employees	3000-3999	\$2,356,763	\$2,404,753	\$47,990	
Books and Supplies	4000-4999	\$837,371	\$1,033,738	\$196,367	3
Services and Operating Expenses	5000-5999	\$943,551	\$1,202,164	\$258,613	4
Capital Outlay	6000-6999	\$209,923	\$226,662	\$16,739	
Other Outgo (Lease Rev Bond Paym)	7100-7299 7400-7499	\$292,383	\$292,382	-\$1	
Indirect Costs	7300-7399	\$83,052	\$104,472	\$21,420	
<b>Total Expenditures</b>		<u>\$10,290,279</u> b	<u>\$10,843,812</u>	<u>\$553,533</u>	
<b>ADD: Encroachment Contributions (Reduction of Revenue from Unrestricted General Fund) ***</b>				<i>(Column A - Column B)</i>	
Resource 6500 - Special Education	8980	\$2,879,982	\$2,941,148	-\$61,166	5
Resource 9021 - Sierra Vista Center	8980	\$174,291	\$190,278	-\$15,987	
<b>Total Encroachment Contributions</b>		<u>\$3,054,273</u> c	<u>\$3,131,425</u>	<u>-\$77,152</u>	
<b>Net Revenue less Expenditures (a + c) - b</b>		<u>\$114,220</u>	<u>\$103,745</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.

The information presented above is accurate to the best of our knowledge.

**Sierra Sands Unified School District  
General Fund Restricted  
Budget Comparison Report  
2014/2015 Year-End Comparison Report**

- 1 Reflective of carryover for federal resources, primarily Title I, Title II, and DOD Technology grant.
- 2 Increase primarily due to the receipt of a prior year revenue adjustment for Special Education.
- 3 Reflective of carryover primarily related to Title I, Title II, and DOD Technology Grant. Other variances due to the use of categorical resources among the various elements of expense.
- 4 See Note 3
- 5 Needed contribution from the unrestricted general fund is less primarily due a positive prior year state funding adjustment.

**Sierra Sands Unified School District  
Fund Balances  
2014/2015 Unaudited Actuals**

<b>Fund 11</b>	<b>Adult Education</b>	
	Beginning Balance	\$408,732
	Revenues	\$5,240
	Expenditures	-\$139,737
	<b>Ending Fund Balance</b>	<b>\$274,235</b>
<b>Fund 12</b>	<b>Child Development</b>	
	Beginning Balance	\$161,064
	Revenues	\$462,947
	Expenditures	-\$448,742
	<b>Ending Fund Balance</b>	<b>\$175,269</b>
<b>Fund 13</b>	<b>Cafeteria</b>	
	Beginning Balance	\$573,697
	Revenues	\$1,871,637
	Expenditures	-\$2,053,267
	<b>Ending Fund Balance</b>	<b>\$392,067</b>
<b>Fund 14</b>	<b>Deferred Maintenance</b>	
	Beginning Balance	\$1,044,226
	Revenues	
	LCFF Transfer	\$465,724
	Interest	\$4,700
	Expenditures	-\$1,340
	<b>Ending Fund Balance</b>	<b>\$1,513,310</b>
<b>Fund 17</b>	<b>Special Reserve - Other than Capital Outlay</b>	
	Beginning Balance	\$5,823,655
	Revenues	
	Golden Handshake Repayment (TF from FD 01)	\$63,829
	Reserve Contribution	\$0
	Expenditures	\$0
	<b>Ending Fund Balance</b>	<b>\$5,887,484</b>
	<b>Designations</b>	
	Stabilization Arrangements	\$5,887,484
	<b>Available Ending Fund Balance</b>	<b>\$0</b>
 <b>NOTE:</b> For cash purposes, FD 01 needed to borrow \$3M in October 2014. This temporary cash loan was repaid in June 2015. Later in June 2015, FD 01 needed to borrow \$1.5M. Also, in August 2015, FD 01 needed to borrow \$1M. Both of these amounts have yet to be repaid.		
<b>Fund 20</b>	<b>Post Employment Benefits Fund</b>	
	Beginning Balance	\$2,665,549
	Revenues (Interest)	\$11,956
	Expenditures	
	TF to Fund 01 for 09/10 retirees H&W expenses	-\$218,665
	<b>Ending Fund Balance</b>	<b>\$2,458,840</b>
<b>Fund 21</b>	<b>Bond Fund</b>	
	<b>MEASURE A BOND</b>	
	Beginning Balance	\$1,627,068
	Revenues	
	Interest	\$563
	Expenditures	
	QSCB Series B final principal payment (reserve portion)	-\$211,519
	<b>Ending Fund Balance</b>	<b>\$1,416,113</b>
	<b>Sheltered Funds</b>	
	Reserve with US bank for QSCB debt service	\$1,415,239
	<b>Available Ending Fund Balance</b>	<b>\$874</b>
	<b>LEASE REVENUE BOND</b>	
	Beginning Balance	\$397,136
	Revenues	\$0
	Expenditures	
	Lease Revenue Bond Expenses	\$0
	<b>Ending Fund Balance</b>	<b>\$397,136</b>
	<b>Sheltered Funds</b>	
	Reserve Fund Used for Final Bond Payment	\$297,136
	<b>Available Ending Fund Balance</b>	<b>\$100,000</b>

**Sierra Sands Unified School District  
Fund Balances  
2014/2015 Unaudited Actuals**

<b>Fund 25</b>	<b>Capital Facilities Fund - Developer Fees</b>	
	Beginning Balance	\$51,464
	Revenues	
	Developer Fees	\$119,939
	Interest	\$176
	Expenditures	
	Portable Leases	-\$132,604
	Admin and Legal fees	-\$5,206
	<b>Ending Fund Balance</b>	<b>\$33,770</b>
<b>Fund 35</b>	<b>School Facilities Fund</b>	
	<i><b>Interest Earned</b></i>	
	Beginning Balance	\$159,426
	Revenue	\$20,403
	Expenditures	\$0
		<b>\$179,829</b>
	<i><b>STATE MATCHING FACILITIES FUNDS</b></i>	
	Beginning Balance	\$4,383,018
	Revenues	\$0
	Expenditures	-\$54,011
	<b>Ending Fund Balance</b>	<b>\$4,329,007</b>
<b>Fund 40</b>	<b>School Facilities Fund</b>	
	<i><b>Interest Earned</b></i>	
	Beginning Balance	\$4,468
	Revenue	\$32,696
	Expenditures	-\$2,020
		<b>\$35,143</b>
	<i><b>Facility Project Management and Modernization</b></i>	
	Beginning Balance	\$0
	Revenues	
	Transfer In from IKSFA	\$2,840,694
	Expenditures	
	Construction Management	-\$535,526
	Modernization Close-out costs	-\$28,825
	CTE loan principal and interest	-\$372,843
	QSCB Series B Principal	-\$1,903,500
	<b>Ending Fund Balance</b>	<b>\$0</b>
	<i><b>Facility projects related to Siemens</b></i>	
	Beginning Balance	\$6,730,982
	Revenues (Siemens)	\$0
	Expenditures	-\$739,571
	<b>Ending Fund Balance</b>	<b>\$5,991,411</b>
	<i><b>DOD Facilities Federal Grant portion</b></i>	
	Beginning Balance	\$0
	Revenues	\$1,802,412
	Expenditures	-\$1,802,412
	<b>Ending Fund Balance</b>	<b>\$0</b>
	<i><b>DOD Facilities Local Contribution portion</b></i>	
	Beginning Balance	\$2,581,634
	Revenues (RDA not subject to LCFF offset)	\$1,918,208
	Expenditures	-\$397,782
	<b>Ending Fund Balance</b>	<b>\$4,102,060</b>
<b>IKSFA</b>	<b>Inyo- Kern Schools Financing Authority</b>	
	Beginning Balance	\$4,252,994
	Revenues	
	Interest	\$18,290
	Payments from Lone Pine	\$0
	Expenditures	
	Construction Management	-\$535,526
	Modernization Close-out costs	-\$28,825
	CTE loan principal and interest	-\$372,843
	QSCB Series B Principal	-\$1,903,500
	Charter School Facilities payment	-\$80,500
	<b>Ending Fund Balance</b>	<b>\$1,350,090</b>



			2014-15 Unaudited Actuals			2015-16 Budget			
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Description	Resource Codes	Object Codes							
A. REVENUES									
1) LCFF Sources	8010-8099		33,704,593.72	0.00	33,704,593.72	37,609,566.00	0.00	37,609,566.00	11.6%
2) Federal Revenue	8100-8299		1,771,482.92	3,225,892.81	4,997,375.73	1,801,907.56	3,148,885.26	4,950,792.82	-0.9%
3) Other State Revenue	8300-8599		1,630,628.83	3,644,730.33	5,275,359.16	3,611,254.49	3,567,139.03	7,178,393.52	36.1%
4) Other Local Revenue	8600-8799		2,565,184.48	479,602.13	3,044,786.61	299,069.96	178,213.79	477,283.75	-84.3%
5) TOTAL, REVENUES			39,671,869.95	7,350,225.27	47,022,115.22	43,321,798.01	6,894,238.08	50,216,036.09	6.8%
B. EXPENDITURES									
1) Certificated Salaries	1000-1999		15,277,107.60	4,035,023.82	19,312,131.42	15,503,931.50	4,039,877.35	19,543,808.85	1.2%
2) Classified Salaries	2000-2999		5,370,629.65	1,532,211.66	6,902,841.31	5,460,477.62	1,602,202.41	7,062,680.03	2.3%
3) Employee Benefits	3000-3999		9,661,549.92	2,356,763.27	12,018,313.19	10,316,806.17	2,599,529.96	12,916,136.13	7.5%
4) Books and Supplies	4000-4999		1,537,128.65	837,371.39	2,374,500.04	3,605,738.00	257,881.62	3,863,419.62	62.7%
5) Services and Other Operating Expenditures	5000-5999		3,798,088.36	943,550.71	4,741,639.07	3,829,756.90	946,446.56	4,776,203.46	0.7%
6) Capital Outlay	6000-6999		559,228.20	209,923.06	769,151.26	330,000.00	195,894.00	525,894.00	-31.6%
7) Other Outgo (excluding Transfers of Indirect Costs)	7100-7299 7400-7499		379,451.53	292,382.50	671,834.03	647,058.00	296,783.00	943,841.00	40.5%
8) Other Outgo - Transfers of Indirect Costs	7300-7399		(193,196.70)	83,052.11	(110,144.59)	(158,552.86)	96,027.75	(62,525.11)	-43.2%
9) TOTAL, EXPENDITURES			36,389,987.21	10,290,278.52	46,680,265.73	39,535,015.33	10,034,442.65	49,569,457.98	6.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			3,281,902.74	(2,940,053.25)	341,849.49	3,786,782.68	(3,140,204.57)	646,578.11	89.1%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In	8900-8929		218,665.06	0.00	218,665.06	173,526.40	0.00	173,526.40	-20.6%
b) Transfers Out	7600-7629		1,982,654.09	0.00	1,982,654.09	11,875.00	0.00	11,875.00	-99.4%
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		(3,054,273.05)	3,054,273.05	0.00	(3,372,087.76)	3,372,087.76	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(4,818,262.08)	3,054,273.05	(1,763,989.03)	(3,210,436.36)	3,372,087.76	161,651.40	-109.2%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals			2015-16 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)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(1,536,359.34)	114,219.80	(1,422,139.54)	576,346.32	231,883.19	808,229.51	-156.8%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	4,262,218.56	861,228.32	5,123,446.88	2,725,859.22	975,448.12	3,701,307.34	-27.8%
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)			4,262,218.56	861,228.32	5,123,446.88	2,725,859.22	975,448.12	3,701,307.34	-27.8%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,262,218.56	861,228.32	5,123,446.88	2,725,859.22	975,448.12	3,701,307.34	-27.8%
2) Ending Balance, June 30 (E + F1e)			2,725,859.22	975,448.12	3,701,307.34	3,302,205.54	1,207,331.31	4,509,536.85	21.8%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	40,000.00	0.00	40,000.00	40,000.00	0.00	40,000.00	0.0%
Stores		9712	59,689.40	0.00	59,689.40	50,000.00	0.00	50,000.00	-16.2%
Prepaid Expenditures		9713	9,518.00	0.00	9,518.00	0.00	0.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	975,448.12	975,448.12	0.00	1,207,331.31	1,207,331.31	23.8%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	183,505.83	0.00	183,505.83	733,138.40	0.00	733,138.40	299.5%
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	2,433,145.99	0.00	2,433,145.99	2,479,066.65	0.00	2,479,066.65	1.9%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.49	(0.60)	(0.11)	New

			Expenditures by Object			2015-16 Budget			
Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals			Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)				
G. ASSETS									
1) Cash									
a) in County Treasury		9110	8,011,998.08	157,250.03	8,169,248.11				
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	40,000.00	0.00	40,000.00				
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	69,333.62	17,557.77	86,891.39				
4) Due from Grantor Government		9290	562,808.40	1,277,015.72	1,839,924.12				
5) Due from Other Funds		9310	105,434.08	0.00	105,434.08				
6) Stores		9320	59,689.40	0.00	59,689.40				
7) Prepaid Expenditures		9330	9,518.00	0.00	9,518.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			8,858,881.58	1,519,633.52	10,378,515.10				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	3,795,271.27	398,170.64	4,193,441.91				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	2,337,751.09	0.00	2,337,751.09				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	146,014.76	146,014.76				
6) TOTAL, LIABILITIES			6,133,022.36	544,185.40	6,677,207.76				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									
(must agree with line F2) (G9 + H2) - (I6 + J2)			2,725,859.22	975,448.12	3,701,307.34				

			Expenditures by Object			2015-16 Budget			% Diff Column C & F
			2014-15 Unaudited Actuals						
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)	
LCFF SOURCES									
Principal Apportionment									
State Aid - Current Year		8011	22,346,979.46	0.00	22,346,979.46	28,480,603.00	0.00	28,480,603.00	27.4%
Education Protection Account State Aid - Current Year		8012	6,750,933.00	0.00	6,750,933.00	5,787,317.00	0.00	5,787,317.00	-14.3%
State Aid - Prior Years		8019	(581.28)	0.00	(581.28)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions									
Homeowners' Exemptions		8021	34,991.84	0.00	34,991.84	33,914.00	0.00	33,914.00	-3.1%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	227,134.34	0.00	227,134.34	0.00	0.00	0.00	-100.0%
County & District Taxes									
Secured Roll Taxes		8041	4,165,296.28	0.00	4,165,296.28	4,263,722.00	0.00	4,263,722.00	2.4%
Unsecured Roll Taxes		8042	410,934.58	0.00	410,934.58	389,777.00	0.00	389,777.00	-5.1%
Prior Years' Taxes		8043	(2,409.82)	0.00	(2,409.82)	0.00	0.00	0.00	-100.0%
Supplemental Taxes		8044	304,497.90	0.00	304,497.90	180,236.00	0.00	180,236.00	-40.8%
Education Revenue Augmentation Fund (ERAF)		8045	(780,381.63)	0.00	(780,381.63)	(837,387.00)	0.00	(837,387.00)	7.3%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,032,351.50	0.00	1,032,351.50	73,564.00	0.00	73,564.00	-92.9%
Penalties and Interest from Delinquent Taxes		8048	6,022.55	0.00	6,022.55	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-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			34,495,768.72	0.00	34,495,768.72	38,371,746.00	0.00	38,371,746.00	11.2%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	(465,724.00)		(465,724.00)	(465,724.00)		(465,724.00)	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(325,451.00)	0.00	(325,451.00)	(296,456.00)	0.00	(296,456.00)	-8.9%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			33,704,593.72	0.00	33,704,593.72	37,609,566.00	0.00	37,609,566.00	11.6%
FEDERAL REVENUE									
Maintenance and Operations		8110	1,739,633.43	0.00	1,739,633.43	1,800,000.00	0.00	1,800,000.00	3.5%
Special Education Entitlement		8181	0.00	877,871.00	877,871.00	0.00	877,020.00	877,020.00	-0.1%
Special Education Discretionary Grants		8182	0.00	143,259.00	143,259.00	0.00	143,259.00	143,259.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	1,602.84	0.00	1,602.84	1,907.56	0.00	1,907.56	19.0%
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		973,559.84	973,559.84		1,151,670.00	1,151,670.00	18.3%
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		47,427.47	47,427.47		179,336.00	179,336.00	278.1%
NCLB: Title III, Immigrant Education Program	4201	8290		4,905.97	4,905.97		5,879.00	5,879.00	19.8%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals			2015-16 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)	
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290		24,329.42	24,329.42		33,767.00	33,767.00	38.8%
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, 3026-3199, 4036-4126, 5510	8290		150,000.00	150,000.00		0.00	0.00	-100.0%
Other No Child Left Behind		8290							
Vocational and Applied Technology Education	3500-3699	8290		49,407.00	49,407.00		42,706.00	42,706.00	-13.6%
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	30,246.65	955,133.11	985,379.76	0.00	715,248.26	715,248.26	-27.4%
TOTAL, FEDERAL REVENUE			1,771,482.92	3,225,892.81	4,997,375.73	1,801,907.56	3,148,885.26	4,950,792.82	-0.9%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		2,316,967.00	2,316,967.00		2,325,976.00	2,325,976.00	0.4%
Prior Years	6500	8319		72,956.00	72,956.00		0.00	0.00	-100.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	136,835.00	136,835.00	0.00	136,835.00	136,835.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	483,222.00	0.00	483,222.00	2,970,517.00	0.00	2,970,517.00	514.7%
Lottery - Unrestricted and Instructional Materials		8560	637,430.71	188,217.29	825,648.00	637,527.49	188,867.78	826,395.27	0.1%
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		328,793.80	328,793.80		325,934.25	325,934.25	-0.9%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590		1,803.24	1,803.24		0.00	0.00	-100.0%
California Clean Energy Jobs Act	6230	8590		195,894.00	195,894.00		195,894.00	195,894.00	0.0%
Healthy Start	6240	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	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%
Common Core State Standards Implementation	7405	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	509,976.12	403,264.00	913,240.12	3,210.00	393,632.00	396,842.00	-56.5%
TOTAL, OTHER STATE REVENUE			1,630,628.83	3,644,730.33	5,275,359.16	3,611,254.49	3,567,139.03	7,178,393.52	36.1%

			2014-15 Unaudited Actuals			2015-16 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 LCFF Deduction		8625	1,918,207.88	0.00	1,918,207.88	0.00	0.00	0.00	-100.0%
Penalties and Interest from									
Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	82,000.00	0.00	82,000.00	0.00	0.00	0.00	-100.0%
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	23,354.23	172,853.37	196,207.60	18,500.00	172,800.00	191,300.00	-2.5%
Interest		8660	47,378.79	0.00	47,378.79	55,000.00	0.00	55,000.00	16.1%
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	19,402.96	0.00	19,402.96	20,000.00	0.00	20,000.00	3.1%
Interagency Services		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	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-LCFF (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	394,340.62	306,748.76	701,089.38	125,069.96	5,413.79	130,483.75	-81.4%
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	80,500.00	0.00	80,500.00	80,500.00	0.00	80,500.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,565,184.48	479,602.13	3,044,786.61	299,069.96	178,213.79	477,283.75	-84.3%
TOTAL, REVENUES			39,671,889.95	7,350,225.27	47,022,115.22	43,321,798.01	6,894,238.08	50,216,036.09	6.8%

			Expenditures by Object			2015-16 Budget				% Diff Column C & F
			2014-15 Unaudited Actuals							
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)		
CERTIFICATED SALARIES										
Certificated Teachers' Salaries		1100	12,650,986.39	3,061,585.79	15,712,572.18	12,736,547.18	3,091,227.60	15,827,774.78	0.7%	
Certificated Pupil Support Salaries		1200	859,921.45	787,902.07	1,647,823.52	969,777.80	777,855.20	1,747,633.00	6.1%	
Certificated Supervisors' and Administrators' Salaries		1300	1,765,876.01	171,058.46	1,936,934.47	1,797,606.52	170,794.55	1,968,401.07	1.6%	
Other Certificated Salaries		1900	323.75	14,477.50	14,801.25	0.00	0.00	0.00	-100.0%	
TOTAL, CERTIFICATED SALARIES			15,277,107.60	4,035,023.82	19,312,131.42	15,503,931.50	4,039,877.35	19,543,808.85	1.2%	
CLASSIFIED SALARIES										
Classified Instructional Salaries		2100	46,302.66	1,370,655.85	1,416,958.51	49,498.58	1,452,356.40	1,501,854.98	6.0%	
Classified Support Salaries		2200	2,497,182.62	354.26	2,497,536.88	2,595,936.69	0.00	2,595,936.69	3.9%	
Classified Supervisors' and Administrators' Salaries		2300	456,256.25	0.00	456,256.25	427,637.95	0.00	427,637.95	-6.3%	
Clerical, Technical and Office Salaries		2400	1,832,923.61	105,590.51	1,938,514.12	1,854,854.67	100,488.02	1,955,342.69	0.9%	
Other Classified Salaries		2900	537,964.51	55,611.04	593,575.55	532,549.73	49,357.99	581,907.72	-2.0%	
TOTAL, CLASSIFIED SALARIES			5,370,629.65	1,532,211.66	6,902,841.31	5,460,477.62	1,602,202.41	7,062,680.03	2.3%	
EMPLOYEE BENEFITS										
STRS		3101-3102	1,325,141.26	351,128.81	1,676,270.07	1,641,051.61	429,624.37	2,070,675.98	23.5%	
PERS		3201-3202	578,824.64	169,177.49	748,002.13	607,931.67	192,384.71	800,316.38	7.0%	
OASDI/Medicare/Alternative		3301-3302	609,658.21	165,288.76	775,146.97	631,466.43	182,288.42	813,754.85	5.0%	
Health and Welfare Benefits		3401-3402	5,602,685.00	1,613,719.62	7,216,404.62	5,920,074.65	1,735,675.88	7,655,750.53	6.1%	
Unemployment Insurance		3501-3502	10,249.81	2,736.23	12,986.04	10,474.14	2,817.62	13,291.76	2.4%	
Workers' Compensation		3601-3602	204,871.32	54,712.36	259,583.68	211,016.29	56,738.96	267,755.25	3.1%	
OPEB, Allocated		3701-3702	1,329,919.68	0.00	1,329,919.68	1,294,591.38	0.00	1,294,591.38	-2.7%	
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
TOTAL, EMPLOYEE BENEFITS			9,661,549.92	2,356,763.27	12,018,313.19	10,316,606.17	2,599,529.96	12,916,136.13	7.5%	
BOOKS AND SUPPLIES										
Approved Textbooks and Core Curricula Materials		4100	33,751.10	419,216.60	452,967.70	1,900,000.00	30,000.00	1,930,000.00	326.1%	
Books and Other Reference Materials		4200	29,632.19	5,383.85	35,016.04	10,850.00	0.00	10,850.00	-69.0%	
Materials and Supplies		4300	1,103,221.11	154,024.24	1,257,245.35	1,110,878.00	185,070.84	1,295,948.84	3.1%	
Noncapitalized Equipment		4400	370,524.25	258,746.70	629,270.95	584,010.00	42,610.78	626,620.78	-0.4%	
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	
TOTAL, BOOKS AND SUPPLIES			1,537,128.65	837,371.39	2,374,500.04	3,605,738.00	257,681.62	3,863,419.62	62.7%	
SERVICES AND OTHER OPERATING EXPENDITURES										
Subagreements for Services		5100	0.00	198,974.91	198,974.91	0.00	205,000.00	205,000.00	3.0%	
Travel and Conferences		5200	150,105.37	83,396.32	233,501.69	168,850.00	148,552.56	317,402.56	35.9%	
Dues and Memberships		5300	27,256.47	2,420.00	29,676.47	27,500.00	1,850.00	29,350.00	-1.1%	
Insurance		5400 - 5450	223,686.20	51,824.03	275,510.23	275,516.90	54,100.00	329,616.90	19.6%	
Operations and Housekeeping Services		5500	1,680,440.93	28,296.06	1,708,736.99	1,680,252.00	28,700.00	1,708,952.00	0.0%	
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	353,873.74	654.56	354,528.30	285,554.00	600.00	286,154.00	-19.3%	
Transfers of Direct Costs		5710	(23,664.42)	23,664.42	0.00	(4,400.00)	4,400.00	0.00	0.0%	
Transfers of Direct Costs - Interfund		5750	(2,448.93)	0.00	(2,448.93)	(3,810.00)	0.00	(3,810.00)	55.6%	
Professional/Consulting Services and Operating Expenditures		5800	1,204,568.16	554,277.91	1,758,846.07	1,237,887.00	503,194.00	1,741,081.00	-1.0%	
Communications		5900	184,270.84	42.50	184,313.34	162,407.00	50.00	162,457.00	-11.9%	
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			3,798,088.36	943,550.71	4,741,639.07	3,829,756.90	946,446.56	4,776,203.46	0.7%	

			Expenditures by Object			2015-16 Budget			% Diff Column C & F
			2014-15 Unaudited Actuals						
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)	
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	40,079.00	0.00	40,079.00	0.00	0.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	242,447.86	209,923.06	452,370.92	150,000.00	195,894.00	345,894.00	-23.5%
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	69,984.63	0.00	69,984.63	90,000.00	0.00	90,000.00	28.6%
Equipment Replacement		6500	206,716.71	0.00	206,716.71	90,000.00	0.00	90,000.00	-56.5%
TOTAL, CAPITAL OUTLAY			559,228.20	209,923.06	769,151.26	330,000.00	195,894.00	525,894.00	-31.6%
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	16,922.00	0.00	16,922.00	16,922.00	0.00	16,922.00	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	0.42	0.00	0.42	0.00	0.00	0.00	-100.0%
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	362,529.11	152,382.50	514,911.61	326,047.00	146,783.00	472,830.00	-8.2%
Other Debt Service - Principal		7439	0.00	140,000.00	140,000.00	304,089.00	150,000.00	454,089.00	224.3%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			379,451.53	292,382.50	671,834.03	647,058.00	296,783.00	943,841.00	40.5%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(83,052.11)	83,052.11	0.00	(96,027.75)	96,027.75	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(110,144.59)	0.00	(110,144.59)	(62,525.11)	0.00	(62,525.11)	-43.2%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(193,196.70)	83,052.11	(110,144.59)	(158,552.86)	96,027.75	(62,525.11)	-43.2%
TOTAL EXPENDITURES			36,389,987.21	10,290,278.52	46,680,265.73	39,535,015.33	10,034,442.65	49,569,457.98	6.2%



			2014-15 Unaudited Actuals			2015-16 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	218,665.06	0.00	218,665.06	173,526.40	0.00	173,526.40	-20.6%
(a) TOTAL, INTERFUND TRANSFERS IN			218,665.06	0.00	218,665.06	173,526.40	0.00	173,526.40	-20.6%
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	1,982,036.88	0.00	1,982,036.88	11,875.00	0.00	11,875.00	-99.4%
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: Cafeteria Fund		7616	617.21	0.00	617.21	0.00	0.00	0.00	-100.0%
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			1,982,654.09	0.00	1,982,654.09	11,875.00	0.00	11,875.00	-99.4%
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	(3,054,273.05)	3,054,273.05	0.00	(3,372,087.76)	3,372,087.76	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(3,054,273.05)	3,054,273.05	0.00	(3,372,087.76)	3,372,087.76	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)									
			(4,818,262.08)	3,054,273.05	(1,763,989.03)	(3,210,436.36)	3,372,087.76	161,651.40	-109.2%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF 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	127,749.00	New
4) Other Local Revenue		8600-8799	5,239.79	4,000.00	-23.7%
5) TOTAL, REVENUES			5,239.79	131,749.00	2414.4%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	81,145.35	76,988.88	-5.1%
2) Classified Salaries		2000-2999	29,097.32	30,543.88	5.0%
3) Employee Benefits		3000-3999	21,727.80	24,680.24	13.6%
4) Books and Supplies		4000-4999	6,719.68	7,900.00	17.6%
5) Services and Other Operating Expenditures		5000-5999	1,046.48	2,050.00	95.9%
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			139,736.63	142,163.00	1.7%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(134,496.84)	(10,414.00)	-92.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(134,496.84)	(10,414.00)	-92.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	408,732.29	274,235.45	-32.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			408,732.29	274,235.45	-32.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			408,732.29	274,235.45	-32.9%
2) Ending Balance, June 30 (E + F1e)			274,235.45	263,821.45	-3.8%
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	274,235.45	263,821.45	-3.8%
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	276,881.85		
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	428.24		
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			277,310.09		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	2,033.10		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	1,041.54		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			3,074.64		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			274,235.45		

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>LCFF SOURCES</b>					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			0.00	0.00	0.0%
<b>FEDERAL REVENUE</b>					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
No Child Left Behind	3105, 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%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	127,749.00	New
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	127,749.00	New

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
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	1,579.79	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	3,660.00	4,000.00	9.3%
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%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>5,239.79</b>	<b>4,000.00</b>	<b>-23.7%</b>
<b>TOTAL, REVENUES</b>			<b>5,239.79</b>	<b>131,749.00</b>	<b>2414.4%</b>

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	74,313.75	65,000.00	-12.5%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	6,831.60	11,988.88	75.5%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			81,145.35	76,988.88	-5.1%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	8,798.28	9,216.00	4.7%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	17,169.68	18,198.54	6.0%
Other Classified Salaries		2900	3,129.36	3,129.34	0.0%
TOTAL, CLASSIFIED SALARIES			29,097.32	30,543.88	5.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	6,417.88	8,260.90	28.7%
PERS		3201-3202	3,425.15	3,618.53	5.6%
OASDI/Medicare/Alternative		3301-3302	3,378.28	3,452.94	2.2%
Health and Welfare Benefits		3401-3402	7,342.36	8,209.96	11.8%
Unemployment Insurance		3501-3502	65.97	53.76	-18.5%
Workers' Compensation		3601-3602	1,098.16	1,084.15	-1.3%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			21,727.80	24,680.24	13.6%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	3,427.85	3,500.00	2.1%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	2,837.59	4,000.00	41.0%
Noncapitalized Equipment		4400	454.24	400.00	-11.9%
TOTAL, BOOKS AND SUPPLIES			6,719.68	7,900.00	17.6%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	500.00	New
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	253.84	550.00	116.7%
Professional/Consulting Services and Operating Expenditures		5800	767.31	1,000.00	30.3%
Communications		5900	25.33	0.00	-100.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>1,046.48</b>	<b>2,050.00</b>	<b>95.9%</b>
<b>CAPITAL OUTLAY</b>					
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%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
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%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>



Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			139,736.63	142,163.00	1.7%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
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%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
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%
<b>USES</b>					
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%
<b>CONTRIBUTIONS</b>					
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%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)					
			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	28,866.00	28,866.00	0.0%
3) Other State Revenue		8300-8599	407,137.00	455,062.00	11.8%
4) Other Local Revenue		8600-8799	26,943.82	12,000.00	-55.5%
5) TOTAL, REVENUES			462,946.82	495,928.00	7.1%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	5,923.80	5,121.05	-13.6%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	1,454.17	1,549.48	6.6%
4) Books and Supplies		4000-4999	24,034.53	46,341.36	92.8%
5) Services and Other Operating Expenditures		5000-5999	341,800.25	414,391.00	21.2%
6) Capital Outlay		6000-6999	48,836.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	21,000.00	21,000.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	5,693.01	7,525.11	32.2%
9) TOTAL, EXPENDITURES			448,741.76	495,928.00	10.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			14,205.06	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			14,205.06	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	161,064.19	175,269.25	8.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			161,064.19	175,269.25	8.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			161,064.19	175,269.25	8.8%
2) Ending Balance, June 30 (E + F1e)			175,269.25	175,269.25	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	13,986.17	13,986.17	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	161,283.08	161,283.08	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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	199,587.37		
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	307.39		
4) Due from Grantor Government		9290	60,008.00		
5) Due from Other Funds		9310	2.48		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			259,905.24		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	83,663.14		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	972.85		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			84,635.99		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			175,269.25		

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
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	28,866.00	28,866.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>28,866.00</b>	<b>28,866.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>					
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	6105	8590	403,690.00	455,062.00	12.7%
All Other State Revenue	All Other	8590	3,447.00	0.00	-100.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>407,137.00</b>	<b>455,062.00</b>	<b>11.8%</b>
<b>OTHER LOCAL REVENUE</b>					
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	871.05	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	26,072.77	12,000.00	-54.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>26,943.82</b>	<b>12,000.00</b>	<b>-55.5%</b>
<b>TOTAL, REVENUES</b>			<b>462,946.82</b>	<b>495,928.00</b>	<b>7.1%</b>

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
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	5,923.80	5,121.05	-13.6%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			5,923.80	5,121.05	-13.6%
<b>CLASSIFIED SALARIES</b>					
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	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%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	525.96	549.48	4.5%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	85.92	74.25	-13.6%
Health and Welfare Benefits		3401-3402	780.25	871.56	11.7%
Unemployment Insurance		3501-3502	3.00	2.56	-14.7%
Workers' Compensation		3601-3602	59.04	51.63	-12.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,454.17	1,549.48	6.6%
<b>BOOKS AND SUPPLIES</b>					
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	13,135.24	40,841.36	210.9%
Noncapitalized Equipment		4400	10,899.29	5,500.00	-49.5%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			24,034.53	46,341.36	92.8%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	266,999.73	330,000.00	23.6%
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	45.31	960.00	2018.7%
Professional/Consulting Services and Operating Expenditures		5800	74,755.21	83,431.00	11.6%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>341,800.25</b>	<b>414,391.00</b>	<b>21.2%</b>
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	8,171.00	0.00	-100.0%
Buildings and Improvements of Buildings		6200	40,665.00	0.00	-100.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>48,836.00</b>	<b>0.00</b>	<b>-100.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
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	21,000.00	21,000.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>21,000.00</b>	<b>21,000.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	5,693.01	7,525.11	32.2%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>5,693.01</b>	<b>7,525.11</b>	<b>32.2%</b>
<b>TOTAL, EXPENDITURES</b>			<b>448,741.76</b>	<b>495,928.00</b>	<b>10.5%</b>



Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
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%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
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%
<b>USES</b>					
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%
<b>CONTRIBUTIONS</b>					
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%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,272,358.08	1,318,950.00	3.7%
3) Other State Revenue		8300-8599	106,460.70	105,420.00	-1.0%
4) Other Local Revenue		8600-8799	492,200.79	493,300.00	0.2%
5) TOTAL, REVENUES			1,871,019.57	1,917,670.00	2.5%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	646,596.78	652,475.91	0.9%
3) Employee Benefits		3000-3999	368,289.27	395,551.71	7.4%
4) Books and Supplies		4000-4999	917,428.45	899,980.00	-1.9%
5) Services and Other Operating Expenditures		5000-5999	16,500.59	12,475.00	-24.4%
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	104,451.58	55,000.00	-47.3%
9) TOTAL, EXPENDITURES			2,053,266.67	2,015,482.62	-1.8%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(182,247.10)	(97,812.62)	-46.3%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	617.21	0.00	-100.0%
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			617.21	0.00	-100.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(181,629.89)	(97,812.62)	-46.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	573,697.18	392,067.29	-31.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			573,697.18	392,067.29	-31.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			573,697.18	392,067.29	-31.7%
2) Ending Balance, June 30 (E + F1e)			392,067.29	294,254.67	-24.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	21,262.37	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	370,804.92	294,254.67	-20.6%
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	410,370.42		
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	2,340.99		
4) Due from Grantor Government		9290	2,154.87		
5) Due from Other Funds		9310	617.21		
6) Stores		9320	21,262.37		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			451,745.86		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	6,256.40		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	53,422.17		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			59,678.57		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			392,067.29		

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	1,272,358.08	1,318,950.00	3.7%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>1,272,358.08</b>	<b>1,318,950.00</b>	<b>3.7%</b>
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	106,460.70	105,420.00	-1.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>106,460.70</b>	<b>105,420.00</b>	<b>-1.0%</b>
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	439,156.28	443,000.00	0.9%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	1,377.75	1,300.00	-5.6%
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	51,666.76	49,000.00	-5.2%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>492,200.79</b>	<b>493,300.00</b>	<b>0.2%</b>
<b>TOTAL, REVENUES</b>			<b>1,871,019.57</b>	<b>1,917,670.00</b>	<b>2.5%</b>

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
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%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	561,058.26	565,402.47	0.8%
Classified Supervisors' and Administrators' Salaries		2300	39,048.96	40,083.84	2.7%
Clerical, Technical and Office Salaries		2400	46,489.56	46,989.60	1.1%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			646,596.78	652,475.91	0.9%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	69,330.81	72,158.79	4.1%
OASDI/Medicare/Alternative		3301-3302	46,273.07	48,123.93	4.0%
Health and Welfare Benefits		3401-3402	246,031.36	268,365.61	9.1%
Unemployment Insurance		3501-3502	312.38	348.69	11.6%
Workers' Compensation		3601-3602	6,341.65	6,554.69	3.4%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			368,289.27	395,551.71	7.4%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	29,419.22	25,830.00	-12.2%
Noncapitalized Equipment		4400	9,126.72	0.00	-100.0%
Food		4700	878,882.51	874,150.00	-0.5%
TOTAL, BOOKS AND SUPPLIES			917,428.45	899,980.00	-1.9%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	2,157.58	500.00	-76.8%
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	568.34	1,500.00	163.9%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	2,149.78	2,300.00	7.0%
Professional/Consulting Services and Operating Expenditures		5800	11,055.41	7,625.00	-31.0%
Communications		5900	569.48	550.00	-3.4%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>16,500.59</b>	<b>12,475.00</b>	<b>-24.4%</b>
<b>CAPITAL OUTLAY</b>					
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%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	104,451.58	55,000.00	-47.3%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>104,451.58</b>	<b>55,000.00</b>	<b>-47.3%</b>
<b>TOTAL, EXPENDITURES</b>			<b>2,053,266.67</b>	<b>2,015,482.62</b>	<b>-1.8%</b>

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	617.21	0.00	-100.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			617.21	0.00	-100.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
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%
<b>USES</b>					
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%
<b>CONTRIBUTIONS</b>					
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%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)					
			617.21	0.00	-100.0%



Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	465,724.00	465,724.00	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	4,699.75	0.00	-100.0%
5) TOTAL, REVENUES			470,423.75	465,724.00	-1.0%
<b>B. EXPENDITURES</b>					
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	1,340.00	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			1,340.00	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			469,083.75	465,724.00	-0.7%
<b>D. OTHER FINANCING SOURCES/USES</b>					
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			469,083.75	465,724.00	-0.7%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,044,226.48	1,513,310.23	44.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,044,226.48	1,513,310.23	44.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,044,226.48	1,513,310.23	44.9%
2) Ending Balance, June 30 (E + F1e)			1,513,310.23	1,979,034.23	30.8%
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	1,513,310.23	1,979,034.23	30.8%
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	1,046,162.10		
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	1,424.13		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	465,724.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,513,310.23		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
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) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			1,513,310.23		

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>LCFF SOURCES</b>					
LCFF Transfers					
LCFF Transfers - Current Year		8091	465,724.00	465,724.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			465,724.00	465,724.00	0.0%
<b>OTHER STATE REVENUE</b>					
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	4,699.75	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%
<b>TOTAL, OTHER LOCAL REVENUE</b>			4,699.75	0.00	-100.0%
<b>TOTAL, REVENUES</b>			470,423.75	465,724.00	-1.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
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%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
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%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
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	1,340.00	0.00	-100.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>1,340.00</b>	<b>0.00</b>	<b>-100.0%</b>
<b>CAPITAL OUTLAY</b>					
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%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>1,340.00</b>	<b>0.00</b>	<b>-100.0%</b>

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
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%
<b>USES</b>					
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%
<b>CONTRIBUTIONS</b>					
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%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>					
			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF 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>B. EXPENDITURES</b>					
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%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	63,829.00	11,875.00	-81.4%
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			63,829.00	11,875.00	-81.4%



Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			63,829.00	11,875.00	-81.4%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	5,823,655.31	5,887,484.31	1.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			5,823,655.31	5,887,484.31	1.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			5,823,655.31	5,887,484.31	1.1%
2) Ending Balance, June 30 (E + F1e)			5,887,484.31	5,899,359.31	0.2%
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	5,887,484.31	5,899,359.31	0.2%
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	4,387,484.31		
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	1,500,000.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			5,887,484.31		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
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) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			5,887,484.31		

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
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%
<b>TOTAL, OTHER LOCAL REVENUE</b>			0.00	0.00	0.0%
<b>TOTAL, REVENUES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	63,829.00	11,875.00	-81.4%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			63,829.00	11,875.00	-81.4%
<b>INTERFUND TRANSFERS OUT</b>					
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%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
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%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>					
			63,829.00	11,875.00	-81.4%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF 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	11,956.19	0.00	-100.0%
5) TOTAL, REVENUES			11,956.19	0.00	-100.0%
<b>B. EXPENDITURES</b>					
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%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			11,956.19	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	218,665.06	173,526.40	-20.6%
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			(218,665.06)	(173,526.40)	-20.6%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(206,708.87)	(173,526.40)	-16.1%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,665,548.96	2,458,840.09	-7.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,665,548.96	2,458,840.09	-7.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,665,548.96	2,458,840.09	-7.8%
2) Ending Balance, June 30 (E + F1e)			2,458,840.09	2,285,313.69	-7.1%
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	0.00	0.00	0.0%
Other Commitments		9760	2,458,840.09	2,285,313.69	-7.1%
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	2,455,252.47		
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	3,587.62		
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			2,458,840.09		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
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) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			2,458,840.09		

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Interest		8660	11,956.19	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>11,956.19</b>	<b>0.00</b>	<b>-100.0%</b>
<b>TOTAL, REVENUES</b>			<b>11,956.19</b>	<b>0.00</b>	<b>-100.0%</b>



Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
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%
<b>INTERFUND TRANSFERS OUT</b>					
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%
Other Authorized Interfund Transfers Out		7619	218,665.06	173,526.40	-20.6%
(b) TOTAL, INTERFUND TRANSFERS OUT			218,665.06	173,526.40	-20.6%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
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%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)					
			(218,665.06)	(173,526.40)	-20.6%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF 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	563.43	0.00	-100.0%
5) TOTAL, REVENUES			563.43	0.00	-100.0%
<b>B. EXPENDITURES</b>					
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%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			563.43	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			563.43	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,024,203.77	1,813,248.68	-10.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,024,203.77	1,813,248.68	-10.4%
d) Other Restatements		9795	(211,518.52)	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,812,685.25	1,813,248.68	0.0%
2) Ending Balance, June 30 (E + F1e)			1,813,248.68	1,813,248.68	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	1,416,112.75	1,416,112.75	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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	566,349.19		
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	1,712,374.99		
e) collections awaiting deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	248.50		
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			2,278,972.68		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	465,724.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			465,724.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			1,813,248.68		

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
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%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
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 LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF 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	563.43	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%
<b>TOTAL, OTHER LOCAL REVENUE</b>			563.43	0.00	-100.0%
<b>TOTAL, REVENUES</b>			563.43	0.00	-100.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
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%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
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%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
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%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
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%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>					
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%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
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%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
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%
<b>USES</b>					
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%
<b>CONTRIBUTIONS</b>					
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%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF 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	120,115.74	50,000.00	-58.4%
5) TOTAL, REVENUES			120,115.74	50,000.00	-58.4%
<b>B. EXPENDITURES</b>					
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	137,809.54	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			137,809.54	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(17,693.80)	50,000.00	-382.6%
<b>D. OTHER FINANCING SOURCES/USES</b>					
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(17,693.80)	50,000.00	-382.6%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	51,463.78	33,769.98	-34.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			51,463.78	33,769.98	-34.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			51,463.78	33,769.98	-34.4%
2) Ending Balance, June 30 (E + F1e)			33,769.98	83,769.98	148.1%
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	0.00	0.00	0.0%
Other Commitments		9760	33,769.98	83,769.98	148.1%
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	20,120.45		
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	65,425.78		
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			85,546.23		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	1,776.25		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	50,000.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			51,776.25		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			33,769.98		

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>OTHER STATE REVENUE</b>					
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%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
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 LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from					
Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	176.47	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	119,939.27	50,000.00	-58.3%
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%
<b>TOTAL, OTHER LOCAL REVENUE</b>			120,115.74	50,000.00	-58.4%
<b>TOTAL, REVENUES</b>			120,115.74	50,000.00	-58.4%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
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%
<b>EMPLOYEE BENEFITS</b>					
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%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
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	132,603.84	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	5,205.70	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>137,809.54</b>	<b>0.00</b>	<b>-100.0%</b>
<b>CAPITAL OUTLAY</b>					
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%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
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%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>137,809.54</b>	<b>0.00</b>	<b>-100.0%</b>

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
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%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
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%
<b>USES</b>					
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%
<b>CONTRIBUTIONS</b>					
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF 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	20,403.35	0.00	-100.0%
5) TOTAL REVENUES			20,403.35	0.00	-100.0%
<b>B. EXPENDITURES</b>					
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	54,011.29	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			54,011.29	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(33,607.94)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(33,607.94)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,542,443.74	4,508,835.80	-0.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,542,443.74	4,508,835.80	-0.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,542,443.74	4,508,835.80	-0.7%
2) Ending Balance, June 30 (E + F1e)			4,508,835.80	4,508,835.80	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	4,329,006.53	4,329,006.53	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	179,829.27	179,829.27	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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	4,503,010.96		
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	6,134.84		
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			4,509,145.80		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	310.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			310.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			4,508,835.80		

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
School Facilities Apportionments		8545	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	20,403.35	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%
<b>TOTAL, OTHER LOCAL REVENUE</b>			20,403.35	0.00	-100.0%
<b>TOTAL, REVENUES</b>			20,403.35	0.00	-100.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
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%
<b>EMPLOYEE BENEFITS</b>					
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%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
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	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	16,607.31	0.00	-100.0%
Buildings and Improvements of Buildings		6200	37,403.98	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%
<b>TOTAL, CAPITAL OUTLAY</b>			54,011.29	0.00	-100.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
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%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			54,011.29	0.00	-100.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
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%
<b>INTERFUND TRANSFERS OUT</b>					
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
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%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
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%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,802,411.76	0.00	-100.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,873,389.89	20,000.00	-99.3%
5) TOTAL, REVENUES			4,675,801.65	20,000.00	-99.6%
<b>B. EXPENDITURES</b>					
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	145.06	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	622,010.21	0.00	-100.0%
6) Capital Outlay		6000-6999	2,883,981.58	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	2,276,343.24	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			5,782,480.09	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(1,106,678.44)	20,000.00	-101.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,918,207.88	0.00	-100.0%
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			1,918,207.88	0.00	-100.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			811,529.44	20,000.00	-97.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,317,084.37	10,128,613.81	8.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,317,084.37	10,128,613.81	8.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,317,084.37	10,128,613.81	8.7%
2) Ending Balance, June 30 (E + F1e)			10,128,613.81	10,148,613.81	0.2%
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	4,102,059.97	4,102,059.97	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	6,026,553.84	6,046,553.84	0.3%
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	8,160,006.95		
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	11,450.60		
4) Due from Grantor Government		9290	1,249,779.44		
5) Due from Other Funds		9310	837,133.88		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			10,258,370.87		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	129,757.06		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			129,757.06		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			10,128,613.81		

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	1,802,411.76	0.00	-100.0%
<b>TOTAL, FEDERAL REVENUE</b>			1,802,411.76	0.00	-100.0%
<b>OTHER STATE REVENUE</b>					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF 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	32,695.66	20,000.00	-38.8%
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	2,840,694.23	0.00	-100.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			2,873,389.89	20,000.00	-99.3%
<b>TOTAL, REVENUES</b>			4,675,801.65	20,000.00	-99.6%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>CLASSIFIED SALARIES</b>					
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%
<b>EMPLOYEE BENEFITS</b>					
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%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	145.06	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			145.06	0.00	-100.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
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	53,260.98	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	568,509.51	0.00	-100.0%
Communications		5900	239.72	0.00	-100.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			622,010.21	0.00	-100.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	269,149.31	0.00	-100.0%
Buildings and Improvements of Buildings		6200	2,614,832.27	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			2,883,981.58	0.00	-100.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
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	80,902.00	0.00	-100.0%
Other Debt Service - Principal		7439	2,195,441.24	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,276,343.24	0.00	-100.0%
<b>TOTAL, EXPENDITURES</b>			5,782,480.09	0.00	-100.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	1,918,207.88	0.00	-100.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,918,207.88	0.00	-100.0%
<b>INTERFUND TRANSFERS OUT</b>					
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%
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
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%
<b>USES</b>					
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%
<b>CONTRIBUTIONS</b>					
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%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			1,918,207.88	0.00	-100.0%



Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF 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	27,479.60	0.00	-100.0%
4) Other Local Revenue		8600-8799	1,411,922.74	0.00	-100.0%
5) TOTAL, REVENUES			1,439,402.34	0.00	-100.0%
<b>B. EXPENDITURES</b>					
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	1,362,786.26	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,362,786.26	0.00	-100.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			76,616.08	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			76,616.08	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,081,480.12	1,158,096.20	7.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,081,480.12	1,158,096.20	7.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,081,480.12	1,158,096.20	7.1%
2) Ending Balance, June 30 (E + F1e)			1,158,096.20	1,158,096.20	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	1,158,096.20	1,158,096.20	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	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	1,158,096.60		
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			1,158,096.60		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
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) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (must agree with line F2) (G9 + H2) - (I6 + J2)			1,158,096.60		

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	27,479.60	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			27,479.60	0.00	-100.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue County and District Taxes Voted Indebtedness Levies Secured Roll		8611	1,341,107.18	0.00	-100.0%
Unsecured Roll		8612	56,092.33	0.00	-100.0%
Prior Years' Taxes		8613	1,096.54	0.00	-100.0%
Supplemental Taxes		8614	8,468.59	0.00	-100.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	1,369.52	0.00	-100.0%
Interest		8660	3,788.58	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%
<b>TOTAL, OTHER LOCAL REVENUE</b>			1,411,922.74	0.00	-100.0%
<b>TOTAL, REVENUES</b>			1,439,402.34	0.00	-100.0%

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Bond Redemptions		7433	667,751.90	0.00	-100.0%
Bond Interest and Other Service Charges		7434	695,034.36	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%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>1,362,786.26</b>	<b>0.00</b>	<b>-100.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>1,362,786.26</b>	<b>0.00</b>	<b>-100.0%</b>

Description	Resource Codes	Object Codes	2014-15 Unaudited Actuals	2015-16 Budget	Percent Difference
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
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%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
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%
<b>USES</b>					
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%
<b>CONTRIBUTIONS</b>					
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%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>					
(a - b + c - d + e)			0.00	0.00	0.0%

Unaudited Actuals  
FINANCIAL REPORTS  
2014-15 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)	57.21%
	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
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	\$30,330,417.03
	Appropriations Subject to Limit	\$30,330,417.03
	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 2016-17, subject to CDE approval.	4.58%
NCMOE	No Child Left Behind (NCLB) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2016-17 apportionment may be reduced by the lesser of the following two percentages:	MOE Met
	MOE Deficiency Percentage - Based on Total Expenditures	
	MOE Deficiency Percentage - Based on Expenditures Per ADA	

UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2014-15 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 10, 2015

To the Superintendent of Public Instruction:

2014-15 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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For School District:

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E-mail Address



Description	2014-15 Unaudited Actuals			2015-16 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	4,664.69	4,659.47	4,676.14	4,663.38	4,663.38	4,663.38
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>3. Total Basic Aid Open Enrollment Regular ADA</b> Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	4,664.69	4,659.47	4,676.14	4,663.38	4,663.38	4,663.38
<b>5. District Funded County Program ADA</b>						
a. County Community Schools per EC 1981(a)(b)&(d)						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	4,664.69	4,659.47	4,676.14	4,663.38	4,663.38	4,663.38
<b>7. Adults in Correctional Facilities</b>						
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
<b>Governmental Activities:</b>						
Capital assets not being depreciated:						
Land	174,529.15		174,529.15			174,529.15
Work in Progress	22,499,689.86		22,499,689.86		4,537,514.91	17,962,174.95
Total capital assets not being depreciated	22,674,219.01	0.00	22,674,219.01	0.00	4,537,514.91	18,136,704.10
Capital assets being depreciated:						
Land Improvements	40,834,787.86		40,834,787.86	8,016,793.70		48,851,581.56
Buildings	34,900,851.18		34,900,851.18	40,653.00		34,941,504.18
Equipment	6,158,957.36		6,158,957.36	282,701.34		6,441,658.70
Total capital assets being depreciated	81,894,596.40	0.00	81,894,596.40	8,340,148.04	0.00	90,234,744.44
Accumulated Depreciation for:						
Land Improvements	(5,099,480.18)		(5,099,480.18)		1,702,236.50	(6,801,716.68)
Buildings	(16,171,180.44)		(16,171,180.44)		609,123.53	(16,780,303.97)
Equipment	(4,154,159.10)		(4,154,159.10)		382,547.22	(4,536,706.32)
Total accumulated depreciation	(25,424,819.72)	0.00	(25,424,819.72)	0.00	2,693,907.25	(28,118,726.97)
Total capital assets being depreciated, net	56,469,776.68	0.00	56,469,776.68	8,340,148.04	2,693,907.25	62,116,017.47
Governmental activity capital assets, net	79,143,995.69	0.00	79,143,995.69	8,340,148.04	7,231,422.16	80,252,721.57
<b>Business-Type Activities:</b>						
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

2014-15 Unaudited Actuals  
FEDERAL GRANT AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

FEDERAL PROGRAM NAME FEDERAL CATALOG NUMBER RESOURCE CODE REVENUE OBJECT LOCAL DESCRIPTION (if any)	Title I	Title I Program Improvement LEA Corrective Action	Sp Ed Local Assist	Sp Ed Local Assist Proportional Share	Sp Ed Preschool	Sp Ed Preschool Local Entitlement	Federal Special Ed Mental Health
	3010	3185	3310	3311	3315	3320	3327
	8290	8290	8181	8181	8182	8182	8182
<b>AWARD</b>							
1. Prior Year Carryover	102,876.43	150,000.00	0.00	0.00	0.00	0.00	0.00
2. a. Current Year Award	1,151,670.00	0.00	864,344.00	13,527.00	28,009.00	34,998.00	53,771.00
b. Transferability (NCLB)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Other Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	1,151,670.00	0.00	864,344.00	13,527.00	28,009.00	34,998.00	53,771.00
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)	1,254,546.43	150,000.00	864,344.00	13,527.00	28,009.00	34,998.00	53,771.00
<b>REVENUES</b>							
5. Unearned Revenue Deferred from Prior Year	0.00	52,500.00	0.00	0.00	0.00	0.00	0.00
6. Cash Received in Current Year	876,836.43	37,500.00	849,344.00	13,527.00	28,009.00	34,998.00	51,082.00
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)	876,836.43	90,000.00	849,344.00	13,527.00	28,009.00	34,998.00	51,082.00
<b>EXPENDITURES</b>							
9. Donor-Authorized Expenditures	973,559.84	150,000.00	864,344.00	13,527.00	28,009.00	34,998.00	53,771.00
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)	973,559.84	150,000.00	864,344.00	13,527.00	28,009.00	34,998.00	53,771.00
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 Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(96,723.41)	(60,000.00)	(15,000.00)	0.00	0.00	0.00	(2,689.00)
a. Unearned 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	96,723.41	60,000.00	15,000.00	0.00	0.00	0.00	2,689.00
14. Unused Grant Award Calculation (line 4 minus line 9)	280,986.59	0.00	0.00	0.00	0.00	0.00	0.00
15. If Carryover is allowed, enter line 14 amount here	280,986.59	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)	973,559.84	150,000.00	864,344.00	13,527.00	28,009.00	34,998.00	53,771.00

2014-15 Unaudited Actuals  
FEDERAL GRANT AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

FEDERAL PROGRAM NAME	Sp Ed PreK Staff Development	Sp Ed Low Incidence	Carl Perkins Vocational Ed	Title II Part A Teacher Quality	Title II Part A Administrator Training	Title III Immigrant Education	Title III LEP
FEDERAL CATALOG NUMBER							
RESOURCE CODE	3345	3385	3550	4035	4036	4201	4203
REVENUE OBJECT	8182	8182	8290	8290	8290	8290	8290
LOCAL DESCRIPTION (if any)							
<b>AWARD</b>							
1. Prior Year Carryover	0.00	0.00	0.00	0.00	4,000.00	4,905.97	668.65
2. a. Current Year Award	1,000.00	25,481.00	49,407.00	179,336.00	0.00	0.00	35,612.00
b. Transferability (NCLB)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Other Adjustments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	1,000.00	25,481.00	49,407.00	179,336.00	0.00	0.00	35,612.00
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)	1,000.00	25,481.00	49,407.00	179,336.00	4,000.00	4,905.97	36,280.65
<b>REVENUES</b>							
5. Unearned Revenue Deferred from Prior Year	0.00	0.00	0.00	0.00	4,000.00	496.97	668.65
6. Cash Received in Current Year	0.00	0.00	33,097.33	179,336.00	0.00	4,409.00	33,767.00
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)	0.00	0.00	33,097.33	179,336.00	4,000.00	4,905.97	34,435.65
<b>EXPENDITURES</b>							
9. Donor-Authorized Expenditures	1,000.00	25,481.00	49,407.00	47,427.47	0.00	4,905.97	24,329.42
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)	1,000.00	25,481.00	49,407.00	47,427.47	0.00	4,905.97	24,329.42
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 Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(1,000.00)	(25,481.00)	(16,309.67)	131,908.53	4,000.00	0.00	10,106.23
a. Unearned Revenue	0.00	0.00	0.00	131,908.53	4,000.00	0.00	10,106.23
b. Accounts Payable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
c. Accounts Receivable	1,000.00	25,481.00	16,309.67	0.00	0.00	0.00	0.00
14. Unused Grant Award Calculation (line 4 minus line 9)	0.00	0.00	0.00	131,908.53	4,000.00	0.00	11,951.23
15. If Carryover is allowed, enter line 14 amount here	0.00	0.00	0.00	131,908.53	4,000.00	0.00	11,951.23
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	1,000.00	25,481.00	49,407.00	47,427.47	0.00	4,905.97	24,329.42

2014-15 Unaudited Actuals  
FEDERAL GRANT AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

FEDERAL PROGRAM NAME FEDERAL CATALOG NUMBER RESOURCE CODE REVENUE OBJECT LOCAL DESCRIPTION (if any)	Elementary School Counseling Grant	DODEA Tech Grant	State Preschool Federal Portion	TOTAL
<b>AWARD</b>				
1. Prior Year Carryover	23,706.92	83,940.26	0.00	370,098.23
2. a. Current Year Award	200,000.00	692,684.00	28,866.00	3,358,705.00
b. Transferability (NCLB)	0.00	0.00	0.00	0.00
c. Other Adjustments	0.00	0.00	0.00	0.00
d. Adj Curr Yr Award (sum lines 2a, 2b, & 2c)	200,000.00	692,684.00	28,866.00	3,358,705.00
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2d, & 3)	223,706.92	776,624.26	28,866.00	3,728,803.23
<b>REVENUES</b>				
5. Unearned Revenue Deferred from Prior Year	0.00	0.00	0.00	57,665.62
6. Cash Received in Current Year	169,780.78	317,540.84	22,428.00	2,651,655.38
7. Contributed Matching Funds	0.00	0.00	0.00	0.00
8. Total Available (sum lines 5, 6, & 7)	169,780.78	317,540.84	22,428.00	2,709,321.00
<b>EXPENDITURES</b>				
9. Donor-Authorized Expenditures	193,252.72	636,319.03	28,866.00	3,129,197.45
10. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00
11. Total Expenditures (lines 9 & 10)	193,252.72	636,319.03	28,866.00	3,129,197.45
12. Amounts Included in Line 6 above for Prior Year Adjustments	0.00	0.00	0.00	0.00
13. Calculation of Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(23,471.94)	(318,778.19)	(6,438.00)	(419,876.45)
a. Unearned Revenue	0.00	0.00	0.00	146,014.76
b. Accounts Payable	0.00	0.00	0.00	0.00
c. Accounts Receivable	23,471.94	318,778.19	6,438.00	565,891.21
14. Unused Grant Award Calculation (line 4 minus line 9)	30,454.20	140,305.23	0.00	599,605.78
15. If Carryover is allowed, enter line 14 amount here	30,454.20	140,305.23	0.00	599,605.78
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	193,252.72	636,319.03	28,866.00	3,129,197.45

2014-15 Unaudited Actuals  
STATE GRANT AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

STATE PROGRAM NAME	ASES	Special Ed Infant Discretionary	Sp Ed Workability	Tobacco Use Prevention Education (TUPE)	State Preschool State Portion	State Preschool Facilities Renovation	TOTAL
RESOURCE CODE	6010	6515	6520	6690	12 6105	12 6145	
REVENUE OBJECT	8590	8590	8590	8590	8590	8590	
LOCAL DESCRIPTION (if any)							
<b>AWARD</b>							
1. Prior Year Carryover	0.00	0.00	0.00	0.00	0.00	9,600.00	9,600.00
2. a. Current Year Award	332,592.75	7,625.00	117,632.00	2,969.49	403,690.00	0.00	864,509.24
b. Other Adjustments	0.00	0.00	0.00	0.00	11,840.00	0.00	11,840.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	332,592.75	7,625.00	117,632.00	2,969.49	415,530.00	0.00	876,349.24
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00		0.00	0.00
4. Total Available Award (sum lines 1, 2c, & 3)	332,592.75	7,625.00	117,632.00	2,969.49	415,530.00	9,600.00	885,949.24
<b>REVENUES</b>							
5. Unearned 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	216,185.29	0.00	83,606.00	841.82	365,407.00	0.00	666,040.11
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)	216,185.29	0.00	83,606.00	841.82	365,407.00	0.00	666,040.11
<b>EXPENDITURES</b>							
9. Donor-Authorized Expenditures	328,793.80	7,625.00	117,632.00	1,803.24	415,530.00	3,447.00	874,831.04
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)	328,793.80	7,625.00	117,632.00	1,803.24	415,530.00	3,447.00	874,831.04
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 Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	(112,608.51)	(7,625.00)	(34,026.00)	(961.42)	(50,123.00)	(3,447.00)	(208,790.93)
a. Unearned 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	112,608.51	7,625.00	34,026.00	961.42	50,123.00	3,447.00	208,790.93
14. Unused Grant Award Calculation (line 4 minus line 9)	3,798.95	0.00	0.00	1,166.25	0.00	6,153.00	11,118.20
15. If Carryover is allowed, enter line 14 amount here	0.00	0.00	0.00	1,166.25	0.00	6,153.00	7,319.25
16. Reconciliation of Revenue (line 5 plus line 6 minus line 13a minus line 13b plus line 13c)	328,793.80	7,625.00	117,632.00	1,803.24	415,530.00	3,447.00	874,831.04

2014-15 Unaudited Actuals  
LOCAL GRANT AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO DEFERRAL OF UNEARNED REVENUES

LOCAL PROGRAM NAME		TOTAL
RESOURCE CODE		
REVENUE OBJECT		
LOCAL DESCRIPTION (if any)		
<b>AWARD</b>		
1. Prior Year Carryover		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 1, 2c, & 3)	0.00	0.00
<b>REVENUES</b>		
5. Unearned 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
<b>EXPENDITURES</b>		
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 Unearned Revenue or A/P, & A/R amounts (line 8 minus line 9 plus line 12)	0.00	0.00
a. Unearned 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

2014-15 Unaudited Actuals  
FEDERAL AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

FEDERAL PROGRAM NAME FEDERAL CATALOG NUMBER RESOURCE CODE REVENUE OBJECT LOCAL DESCRIPTION (if any)	MAA	Medi-Cal	TOTAL
<b>AWARD</b>			
1. Prior Year Restricted Ending Balance	179,132.25	0.00	179,132.25
2. a. Current Year Award	29,178.65	125,561.36	154,740.01
b. Other Adjustments	0.00	0.00	0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	29,178.65	125,561.36	154,740.01
3. Required Matching Funds/Other	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2c, & 3)	208,310.90	125,561.36	333,872.26
<b>REVENUES</b>			
5. Cash Received in Current Year	29,178.65	89,302.12	118,480.77
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	36,259.24	36,259.24
b. Noncurrent Accounts Receivable	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	36,259.24	36,259.24
8. Contributed Matching Funds	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	29,178.65	125,561.36	154,740.01
<b>EXPENDITURES</b>			
10. Donor-Authorized Expenditures	131,539.99	125,561.36	257,101.35
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00
12. Total Expenditures (line 10 plus line 11)	131,539.99	125,561.36	257,101.35
<b>RESTRICTED ENDING BALANCE</b>			
13. Current Year (line 4 minus line 10)	76,770.91	0.00	76,770.91



2014-15 Unaudited Actuals  
STATE AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

STATE PROGRAM NAME	ROP	State Lottery	Education Protection Account EPA	Clean Energy Prop 39	Lottery: Instructional Materials	Special Education	Sp Ed Infant Program
RESOURCE CODE	0500 T4 6350	1100	1400	6230	6300	6500	6510
REVENUE OBJECT	8590	8560	8012	8590	8560	8311	8311
LOCAL DESCRIPTION (if any)							
<b>AWARD</b>							
1. Prior Year Restricted Ending Balance	696,738.38	0.00	0.00	224,453.00	7,655.18	72,956.00	0.00
2. a. Current Year Award	497,370.43	637,430.71	6,727,541.00	195,894.00	188,217.29	2,316,967.00	136,835.00
b. Other Adjustments	0.00	0.00	23,392.00	0.00	0.00	2,312.79	0.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	497,370.43	637,430.71	6,750,933.00	195,894.00	188,217.29	2,319,279.79	136,835.00
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, 2c, & 3)	1,194,108.81	637,430.71	6,750,933.00	420,347.00	195,872.47	2,392,235.79	136,835.00
<b>REVENUES</b>							
5. Cash Received in Current Year	311,168.00	380,012.93	6,750,933.00	(94,453.00)	21,809.95	2,392,235.79	136,835.00
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	0.00	0.00	0.00	(72,956.00)	0.00
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	186,202.43	257,417.78	0.00	290,347.00	166,407.34	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)	186,202.43	257,417.78	0.00	290,347.00	166,407.34	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)	497,370.43	637,430.71	6,750,933.00	195,894.00	188,217.29	2,392,235.79	136,835.00
<b>EXPENDITURES</b>							
10. Donor-Authorized Expenditures	341,897.00	637,430.71	6,750,933.00	1,026.90	195,872.47	2,392,235.79	136,835.00
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00	0.00	0.00	2,879,981.93	0.00
12. Total Expenditures (line 10 plus line 11)	341,897.00	637,430.71	6,750,933.00	1,026.90	195,872.47	5,272,217.72	136,835.00
<b>RESTRICTED ENDING BALANCE</b>							
13. Current Year (line 4 minus line 10)	852,211.81	0.00	0.00	419,320.10	0.00	0.00	0.00

2014-15 Unaudited Actuals  
STATE AWARDS,  
REVENUES, AND EXPENDITURES - ALL FUNDS  
SCHEDULE FOR CATEGORICALS SUBJECT TO RESTRICTED ENDING BALANCES

STATE PROGRAM NAME	Sp Ed Mental Health (State)	Common Core State Funding	State Preschool Center-Based Reserve	TOTAL
RESOURCE CODE	6512	7405	12 6130	
REVENUE OBJECT	8590	8590	8990	
LOCAL DESCRIPTION (if any)				
<b>AWARD</b>				
1. Prior Year Restricted Ending Balance	282,906.39	272,005.53	14,817.93	1,571,532.41
2. a. Current Year Award	278,007.00	0.00	67.00	10,978,329.43
b. Other Adjustments	0.00	0.00	0.00	25,704.79
c. Adj Curr Yr Award (sum lines 2a & 2b)	278,007.00	0.00	67.00	11,004,034.22
3. Required Matching Funds/Other	0.00	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2c, & 3)	560,913.39	272,005.53	14,884.93	12,575,566.63
<b>REVENUES</b>				
5. Cash Received in Current Year	208,679.00	0.00	67.00	10,107,287.67
6. Amounts Included in Line 5 for Prior Year Adjustments	0.00	0.00	0.00	(72,956.00)
7. a. Accounts Receivable (line 2c minus lines 5 & 6)	69,328.00	0.00	0.00	969,702.55
b. Noncurrent Accounts Receivable	0.00	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	69,328.00	0.00	0.00	969,702.55
8. Contributed Matching Funds	0.00	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	278,007.00	0.00	67.00	11,076,990.22
<b>EXPENDITURES</b>				
10. Donor-Authorized Expenditures	96,465.48	272,005.53	898.76	10,825,600.64
11. Non Donor-Authorized Expenditures	0.00	0.00	0.00	2,879,981.93
12. Total Expenditures (line 10 plus line 11)	96,465.48	272,005.53	898.76	13,705,582.57
<b>RESTRICTED ENDING BALANCE</b>				
13. Current Year (line 4 minus line 10)	464,447.91	0.00	13,986.17	1,749,965.99

2014-15 Unaudited Actuals  
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)			
<b>AWARD</b>			
1. Prior Year Restricted Ending Balance	0.00	74,208.22	74,208.22
2. a. Current Year Award	172,853.37	192,102.97	364,956.34
b. Other Adjustments	112,333.00	0.00	112,333.00
c. Adj Curr Yr Award (sum lines 2a & 2b)	285,186.37	192,102.97	477,289.34
3. Required Matching Funds/Other	0.00	0.00	0.00
4. Total Available Award (sum lines 1, 2c, & 3)	285,186.37	266,311.19	551,497.56
<b>REVENUES</b>			
5. Cash Received in Current Year	285,186.37	174,631.08	459,817.45
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	17,471.89	17,471.89
b. Noncurrent Accounts Receivable	0.00	0.00	0.00
c. Current Accounts Receivable (line 7a minus line 7b)	0.00	17,471.89	17,471.89
8. Contributed Matching Funds	0.00	0.00	0.00
9. Total Available (sum lines 5, 7c, & 8)	285,186.37	192,102.97	477,289.34
<b>EXPENDITURES</b>			
10. Donor-Authorized Expenditures	285,186.37	174,631.08	459,817.45
11. Non Donor-Authorized Expenditures	174,291.12	0.00	174,291.12
12. Total Expenditures (line 10 plus line 11)	459,477.49	174,631.08	634,108.57
<b>RESTRICTED ENDING BALANCE</b>			
13. Current Year (line 4 minus line 10)	0.00	91,680.11	91,680.11

## 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	19,312,131.42	301	0.00	303	19,312,131.42	305	903,802.93		307	18,408,328.49	309
2000 - Classified Salaries	6,902,841.31	311	1,799.95	313	6,901,041.36	315	765,659.52		317	6,135,381.84	319
3000 - Employee Benefits (Excluding 3800)	12,018,313.19	321	1,330,140.38	323	10,688,172.81	325	508,805.63		327	10,179,367.18	329
4000 - Books, Supplies Equip Replace. (6500)	2,581,216.75	331	2,033.74	333	2,579,183.01	335	827,415.34		337	1,751,767.67	339
5000 - Services. . . & 7300 - Indirect Costs	4,631,494.48	341	52,328.93	343	4,579,165.55	345	311,072.08		347	4,268,093.47	349
TOTAL					44,059,694.15	365	TOTAL			40,742,938.65	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	15,629,083.80	375
2. Salaries of Instructional Aides Per EC 41011. . . . .		2100	1,416,958.51	380
3. STRS. . . . .		3101 & 3102	1,364,787.00	382
4. PERS. . . . .		3201 & 3202	169,859.20	383
5. OASDI - Regular, Medicare and Alternative. . . . .		3301 & 3302	332,531.57	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans). . . . .		3401 & 3402	4,401,253.82	385
7. Unemployment Insurance. . . . .		3501 & 3502	8,501.33	390
8. Workers' Compensation Insurance. . . . .		3601 & 3602	169,968.38	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). . . . .			23,492,943.61	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). . . . .			185,220.03	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*. . . . .				396
14. TOTAL SALARIES AND BENEFITS. . . . .			23,307,723.58	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. . . . .			57.21%	
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) . . . . .	57.21%
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). . . . .	40,742,938.65
5. Deficiency Amount (Part III, Line 3 times Line 4) . . . . .	0.00

## PART IV: Explanation for adjustments entered in Part I, Column 4b (required)


Unaudited Actuals  
2014-15 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
<b>Governmental Activities:</b>							
General Obligation Bonds Payable	22,441,386.00	3,616.00	22,445,002.00		667,752.00	21,777,250.00	753,681.00
State School Building Loans Payable	2,070,293.00		2,070,293.00		312,941.00	1,757,352.00	325,089.00
Certificates of Participation Payable	16,265,000.00		16,265,000.00		2,115,000.00	14,150,000.00	0.00
Capital Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable	3,675,000.00		3,675,000.00		140,000.00	3,535,000.00	150,000.00
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Net OPEB Obligation	35,373,962.66		35,373,962.66	753,731.53	1,323,705.98	34,803,988.21	1,294,591.38
Compensated Absences Payable	89,855.10		89,855.10	5,183.35		95,038.45	
Governmental activities long-term liabilities	79,915,496.76	3,616.00	79,919,112.76	758,914.88	4,559,398.98	76,118,628.66	2,523,361.38
<b>Business-Type Activities:</b>							
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 Pension Liability			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

	2014-15 Calculations			2015-16 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>A. PRIOR YEAR DATA</b> (2013-14 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2013-14 Actual</b>			<b>2014-15 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	30,488,755.20		30,488,755.20			30,330,417.03
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	4,678.08		4,678.08			4,664.69
ADJUSTMENTS TO PRIOR YEAR LIMIT	<b>Adjustments to 2013-14</b>			<b>Adjustments to 2014-15</b>		
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>B. CURRENT YEAR GANN ADA</b> (2014-15 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	<b>2014-15 P2 Report</b>			<b>2015-16 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line A6)	4,664.69		4,664.69	4,663.38		4,663.38
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			4,664.69			4,663.38
<b>C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b> TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	<b>2014-15 Actual</b>			<b>2015-16 Budget</b>		
1. Homeowners' Exemption (Object 8021)	34,991.84		34,991.84	33,914.00		33,914.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	227,134.34		227,134.34	0.00		0.00
4. Secured Roll Taxes (Object 8041)	4,165,296.28		4,165,296.28	4,263,722.00		4,263,722.00
5. Unsecured Roll Taxes (Object 8042)	410,934.58		410,934.58	389,777.00		389,777.00
6. Prior Years' Taxes (Object 8043)	(2,409.82)		(2,409.82)	0.00		0.00
7. Supplemental Taxes (Object 8044)	304,497.90		304,497.90	180,236.00		180,236.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(780,381.63)		(780,381.63)	(837,387.00)		(837,387.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	6,022.55		6,022.55	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	2,950,559.38		2,950,559.38	73,564.00		73,564.00
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-LCFF 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)	(325,451.00)		(325,451.00)	(296,456.00)		(296,456.00)
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	6,991,194.42	0.00	6,991,194.42	3,807,370.00	0.00	3,807,370.00
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)	6,991,194.42	0.00	6,991,194.42	3,807,370.00	0.00	3,807,370.00

	2014-15 Calculations			2015-16 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			378,031.15			390,909.65
<b>OTHER EXCLUSIONS</b>						
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)			378,031.15			390,909.65
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	29,097,912.46		29,097,912.46	34,267,920.00		34,267,920.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(581.28)		(581.28)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	29,097,331.18	0.00	29,097,331.18	34,267,920.00	0.00	34,267,920.00
<b>DATA FOR INTEREST CALCULATION</b>						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	47,022,115.22		47,022,115.22	50,216,036.09		50,216,036.09
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	47,378.79		47,378.79	55,000.00		55,000.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>	<b>2014-15 Actual</b>			<b>2015-16 Budget</b>		
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			30,488,755.20			30,330,417.03
2. Inflation Adjustment			0.9977			1.0382
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9971			0.9997
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			30,330,417.03			31,479,592.25
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			6,991,194.42			3,807,370.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			559,762.80			559,605.60
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			23,717,253.76			28,063,131.90
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			23,717,253.76			28,063,131.90
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			30,972.59			34,945.00
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			7,022,167.01			3,842,315.00
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			23,686,281.17			28,028,186.90
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			7,022,167.01			
b. State Subventions (Line D8)			23,686,281.17			
c. Less: Excluded Appropriations (Line C23)			378,031.15			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			30,330,417.03			

[illegible]



**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) 1,833,638.39
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) 35,069,727.85

**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) 5.23%

**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)	1,935,769.31
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	(32,863.85)
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	33,000.00
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)	298,190.06
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	
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)	2,234,095.52
9. Carry-Forward Adjustment (Part IV, Line F)	(172,115.49)
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	2,061,980.03

**B. Base Costs**

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	27,094,055.70
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	5,078,774.96
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 5100)	4,380,801.55
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	256,440.82
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	6,057.46
6. Enterprise (Function 6000, objects 1000-5999 except 5100)	22,113.63
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	547,344.24
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)	1,681.46
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)	60,302.02
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)	5,403,340.71
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	
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)	139,736.63
15. Child Development (Fund 12, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	106,213.02
16. Cafeteria (Funds 13 and 61, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	1,948,815.09
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)	45,045,677.29

**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)

4.96%

**D. Preliminary Proposed Indirect Cost Rate**(For final approved fixed-with-carry-forward rate for use in 2016-17 see [www.cde.ca.gov/fg/ac/ic/](http://www.cde.ca.gov/fg/ac/ic/))  
(Line A10 divided by Line B18)

4.58%

**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.

<b>A. Indirect costs incurred in the current year (Part III, Line A8)</b>	<u>2,234,095.52</u>
<b>B. Carry-forward adjustment from prior year(s)</b>	
1. Carry-forward adjustment from the second prior year	<u>8,237.29</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
<b>C. Carry-forward adjustment for under- or over-recovery in the current year</b>	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (5.36%) times Part III, Line B18); zero if negative	<u>0.00</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (5.36%) times Part III, Line B18) or (the highest rate used to recover costs from any program (5.36%) times Part III, Line B18); zero if positive	<u>(172,115.49)</u>
<b>D. Preliminary carry-forward adjustment (Line C1 or C2)</b>	<u>(172,115.49)</u>
<b>E. Optional allocation of negative carry-forward adjustment over more than one year</b>	
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>4.58%</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment (\$-86,057.75) is applied to the current year calculation and the remainder (\$-86,057.74) is deferred to one or more future years:	<u>4.77%</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment (\$-57,371.83) is applied to the current year calculation and the remainder (\$-114,743.66) is deferred to one or more future years:	<u>4.83%</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
<b>F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)</b>	<u>(172,115.49)</u>

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
<b>A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>					
1. Adjusted Beginning Fund Balance	9791-9795	0.00		7,655.18	7,655.18
2. State Lottery Revenue	8560	637,430.71		188,217.29	825,648.00
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)		637,430.71	0.00	195,872.47	833,303.18
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>					
1. Certificated Salaries	1000-1999	637,430.71			637,430.71
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		194,235.26	194,235.26
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			1,637.21	1,637.21
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 )		637,430.71	0.00	195,872.47	833,303.18
<b>C. ENDING BALANCE</b>					
(Must equal Line A6 minus Line B12)	979Z	0.00	0.00	0.00	0.00
<b>D. COMMENTS:</b>					
5800 is MathXL online resource					

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			2014-15 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	48,662,919.82
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	3,200,411.81
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	2,488.49
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	769,151.26
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	654,911.61
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	1,982,654.09
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	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. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				3,409,205.45
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	182,247.10
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				42,235,549.66

Section II - Expenditures Per ADA		2014-15 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)		4,659.47
B. Expenditures per ADA (Line I.E divided by Line II.A)		9,064.45
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.)	41,394,050.36	8,889.44
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	41,394,050.36	8,889.44
B. Required effort (Line A.2 times 90%)	37,254,645.32	8,000.50
C. Current year expenditures (Line I.E and Line II.B)	42,235,549.66	9,064.45
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 2016-17 may be reduced by the lower of the two percentages)	0.00%	0.00%

SECTION IV - 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  
2014-15  
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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			
<b>Instructional Goals</b>							
0001	Pre-Kindergarten	0.00	0.00	0.00	0.00		0.00
1110	Regular Education, K-12	21,135,693.62	10,065,435.58	31,201,129.20	1,797,829.60		32,998,958.80
3100	Alternative Schools	0.00	0.00	0.00	0.00		0.00
3200	Continuation Schools	944,258.78	336,444.55	1,280,703.33	73,794.97		1,354,498.30
3300	Independent Study Centers	44,316.82	0.00	44,316.82	2,553.56		46,870.38
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	213,445.96	78,351.00	291,796.96	16,813.53		308,610.49
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	3,079.75	0.00	3,079.75	177.46		3,257.21
4850	Migrant Education	0.00	0.00	0.00	0.00		0.00
5000-5999	Special Education	7,574,047.24	1,938,063.22	9,512,110.46	548,094.07		10,060,204.53
6000	Regional Occupational Ctr/Prg (ROC/P)	342,243.85	224,066.44	566,310.29	32,631.17		598,941.46
<b>Other Goals</b>							
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	2,745.35	0.00	2,745.35	158.19		2,903.54
8500	Child Care and Development Services	3,312.11	0.00	3,312.11	190.85		3,502.96
<b>Other Costs</b>							
----	Food Services					34,359.24	34,359.24
----	Enterprise					22,113.63	22,113.63
----	Facilities Acquisition & Construction					557,891.97	557,891.97
----	Other Outgo					2,654,488.12	2,654,488.12
<b>Other Funds</b>							
----	Adult Education, Child Development, Cafeteria, Foundation ([Column 3 + CAC, line C5] times CAC, line E)		0.00	0.00	126,463.79		126,463.79
----	Indirect Cost Transfers to Other Funds (Net of Funds 01, 09, 62, Function 7210, Object 7350)				(110,144.59)		(110,144.59)
----	<b>Total General Fund and Charter Schools Funds Expenditures</b>	30,263,143.48	12,642,360.79	42,905,504.27	2,488,562.60	3,268,852.96	48,662,919.83



Unaudited Actuals  
2014-15  
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
<b>Instructional Goals</b>													
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	20,879,252.80	0.00	0.00	0.00	0.00	0.00	256,440.82			0.00	0.00	21,135,693.62
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	589,928.67	710.12	339.16	169,186.19	113,987.46	0.00	0.00			70,107.18	0.00	944,258.78
3300	Independent Study Centers	15,498.25	0.00	0.00	28,818.57	0.00	0.00	0.00			0.00	0.00	44,316.82
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	213,445.96	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	213,445.96
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	3,079.75	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	3,079.75
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	5,274,116.13	267,789.87	0.00	35,482.41	1,118,389.89	878,268.94	0.00			0.00	0.00	7,574,047.24
6000	RQC/P	317,743.29	7,446.91	0.00	17,053.65	0.00	0.00	0.00			0.00	0.00	342,243.85
<b>Other Goals</b>													
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		2,745.35	0.00	0.00	0.00	2,745.35
8500	Child Care and Development Services	0.00	0.00	0.00	0.00	0.00	0.00		3,312.11	0.00	0.00	0.00	3,312.11
<b>Total Direct Charged Costs</b>		27,293,064.85	275,946.90	339.16	250,540.82	1,232,377.35	878,268.94	256,440.82	6,057.46	0.00	70,107.18	0.00	30,263,143.48

\* Functions 7100-7199 for goals 8100 and 8500

Unaudited Actuals  
2014-15  
General Fund and Charter Schools Funds  
Program Cost Report  
Schedule of Allocated Support Costs (AC)

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	4,581,961.07	4,663,487.18	819,987.33	10,065,435.58
3100	Alternative Schools	0.00	0.00	0.00	0.00
3200	Continuation Schools	147,385.23	172,705.51	16,353.81	336,444.55
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	49,128.41	29,222.59	0.00	78,351.00
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)	1,056,260.80	650,348.76	231,453.66	1,938,063.22
6000	ROC/P	98,993.75	125,072.69	0.00	224,066.44
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		5,933,729.26	5,640,836.73	1,067,794.80	12,642,360.79

Unaudited Actuals  
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Program Cost Report  
Schedule of Central Administration Costs (CAC)

<b>A. Central Administration Costs in General Fund and Charter Schools Funds</b>		
1	Board and Superintendent (Funds 01, 09, and 62, Functions 7100-7180, Goals 0000-6999 and 9000, Objects 1000-7999)	547,344.24
2	External Financial Audits (Funds 01, 09, and 62, Functions 7190-7191, Goals 0000-6999 and 9000, Objects 1000-7999)	33,000.00
3	Other General Administration (Funds 01, 09, and 62, Functions 7200-7600 except 7210, Goal 0000, Objects 1000-7999)	1,937,450.77
4	Centralized Data Processing (Funds 01, 09, and 62, Function 7700, Goal 0000, Objects 1000-7999)	80,912.18
5	Total Central Administration Costs in General Fund and Charter Schools Funds	2,598,707.19
<b>B. Direct Charged and Allocated Costs in General Fund and Charter Schools Funds</b>		
1	Total Direct Charged Costs (from Form PCR, Column 1, Total)	30,263,143.48
2	Total Allocated Costs (from Form PCR, Column 2, Total)	12,642,360.79
3	Total Direct Charged and Allocated Costs in General Fund and Charter Schools Funds	42,905,504.27
<b>C. Direct Charged Costs in Other Funds</b>		
1	Adult Education (Fund 11, Objects 1000-5999, except 5100)	139,736.63
2	Child Development (Fund 12, Objects 1000-5999, except 5100)	106,213.02
3	Cafeteria (Funds 13 & 61, Objects 1000-5999, except 5100)	1,948,815.09
4	Foundation (Funds 19 & 57, Objects 1000-5999, except 5100)	0.00
5	Total Direct Charged Costs in Other Funds	2,194,764.74
<b>D. Total Direct Charged and Allocated Costs (B3 + C5)</b>		45,100,269.01
<b>E. Ratio of Central Administration Costs to Direct Charged and Allocated Costs (A5/D)</b>		5.76%

Unaudited Actuals  
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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)	34,359.24				34,359.24
Enterprise (Objects 1000-5999, 6400, and 6500)		22,113.63			22,113.63
Facilities Acquisition & Construction (Objects 1000-6500)			557,891.97		557,891.97
Other Outgo (Objects 1000-7999)				2,654,488.12	2,654,488.12
<b>Total Other Costs</b>	<b>34,359.24</b>	<b>22,113.63</b>	<b>557,891.97</b>	<b>2,654,488.12</b>	<b>3,268,852.96</b>

Unaudited Actuals  
2014-15  
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)
<b>A. Amount of Undistributed Expenditures, Funds 01, 09, and 62, Goals 0000 and 9000 (will be allocated based on factors input)</b>	795,609.34	650,363.14	3,105,975.60	1,381,781.17	5,640,836.73	0.00	1,067,794.80
<b>B. Enter Allocation Factor(s) by Goal:</b> (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)
<b>Instructional Goals Description</b>							
0001 Pre-Kindergarten							
1110 Regular Education, K-12	186.53	186.53	186.53	186.53	319.17	319.17	564.08
3100 Alternative Schools							
3200 Continuation Schools	6.00	6.00	6.00	6.00	11.82	11.82	11.25
3300 Independent Study Centers							
3400 Opportunity Schools							
3550 Community Day Schools							
3700 Specialized Secondary Programs							
3800 Vocational Education	2.00	2.00	2.00	2.00	2.00	2.00	
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)	43.00	43.00	43.00	43.00	44.51	44.51	159.22
6000 ROC/P	4.03	4.03	4.03	4.03	8.56	8.56	
<b>Other Goals Description</b>							
7110 Nonagency - Educational							
7150 Nonagency - Other							
8100 Community Services							
8500 Child Care and Development Services							
<b>Other Funds Description</b>							
-- Adult Education (Fund 11)							
-- Child Development (Fund 12)							
-- Cafeteria (Funds 13 & 61)							
<b>C. Total Allocation Factors</b>	241.56	241.56	241.56	241.56	386.06	386.06	734.55

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
<b>UNDUPLICATED PUPIL COUNT</b>										635
<b>TOTAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-9999)</b>										
1000-1999	Certificated Salaries	798,583.43	0.00	0.00	3,500.00	208,359.45	295,394.89	1,789,413.21		3,095,250.98
2000-2999	Classified Salaries	492,418.79	0.00	0.00	8,606.72	137,802.40	474,773.55	670,487.69		1,784,089.15
3000-3999	Employee Benefits	586,810.93	0.00	0.00	5,932.34	143,137.94	399,269.78	1,097,796.05		2,232,947.04
4000-4999	Books and Supplies	145,596.15	0.00	0.00	624.53	4,653.82	4,131.61	30,970.19		185,976.30
5000-5999	Services and Other Operating Expenditures	233,135.16	0.00	0.00	838.85	89.00	924.91	27,219.04		262,206.96
6000-6999	Capital Outlay	13,576.81	0.00	0.00	0.00	0.00	0.00	0.00		13,576.81
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	2,270,121.27	0.00	0.00	19,502.44	494,042.61	1,174,494.74	3,615,886.18	0.00	7,574,047.24
7310	Transfers of Indirect Costs	17,853.04	0.00	0.00	0.00	0.00	0.00	0.00		17,853.04
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	1,938,063.17								1,938,063.17
	Total Indirect Costs and PCR Allocations	1,955,916.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,955,916.21
	TOTAL COSTS	4,226,037.48	0.00	0.00	19,502.44	494,042.61	1,174,494.74	3,615,886.18	0.00	9,529,963.45
<b>FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3385)</b>										
1000-1999	Certificated Salaries	63,712.00	0.00	0.00	0.00	63,187.00	360.00	410.00		127,669.00
2000-2999	Classified Salaries	70,045.57	0.00	0.00	0.00	13,098.44	59,507.60	496,698.56		639,350.17
3000-3999	Employee Benefits	17,635.83	0.00	0.00	0.00	24,417.37	88,280.78	99,168.05		229,502.03
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	0.00	0.00	1,148.00		1,148.00
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	151,393.40	0.00	0.00	0.00	100,702.81	148,148.38	597,424.61	0.00	997,669.20
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	151,393.40	0.00	0.00	0.00	100,702.81	148,148.38	597,424.61	0.00	997,669.20
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	TOTAL COSTS									997,669.20

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
<b>STATE AND LOCAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-2999, 3385, &amp; 6000-9999)</b>										
1000-1999	Certificated Salaries	734,871.43	0.00	0.00	3,500.00	145,172.45	295,034.89	1,789,003.21		2,967,581.98
2000-2999	Classified Salaries	422,373.22	0.00	0.00	8,606.72	124,703.96	415,265.95	173,789.13		1,144,738.98
3000-3999	Employee Benefits	569,175.10	0.00	0.00	5,932.34	118,720.57	310,989.00	998,628.00		2,003,445.01
4000-4999	Books and Supplies	145,596.15	0.00	0.00	624.53	4,653.82	4,131.61	30,970.19		185,976.30
5000-5999	Services and Other Operating Expenditures	233,135.16	0.00	0.00	838.85	89.00	924.91	26,071.04		261,058.96
6000-6999	Capital Outlay	13,576.81	0.00	0.00	0.00	0.00	0.00	0.00		13,576.81
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	2,118,727.87	0.00	0.00	19,502.44	393,339.80	1,026,346.36	3,018,461.57	0.00	6,576,378.04
7310	Transfers of Indirect Costs	17,853.04	0.00	0.00	0.00	0.00	0.00	0.00		17,853.04
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	1,938,063.17								1,938,063.17
	Total Indirect Costs and PCR Allocations	1,955,916.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,955,916.21
	TOTAL BEFORE OBJECT 8980	4,074,644.08	0.00	0.00	19,502.44	393,339.80	1,026,346.36	3,018,461.57	0.00	8,532,294.25
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
	TOTAL COSTS									8,532,294.25
<b>LOCAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-1999 &amp; 8000-9999)</b>										
1000-1999	Certificated Salaries	24,311.25	0.00	0.00	0.00	0.00	0.00	250.05		24,561.30
2000-2999	Classified Salaries	415,874.19	0.00	0.00	0.00	5,160.89	600.00	0.00		421,635.08
3000-3999	Employee Benefits	244,380.51	0.00	0.00	0.00	4,820.72	6.29	12.41		249,219.93
4000-4999	Books and Supplies	137,838.83	0.00	0.00	0.00	3,940.43	480.79	4,402.01		146,662.06
5000-5999	Services and Other Operating Expenditures	78,576.29	0.00	0.00	0.00	89.00	89.00	3,164.43		81,918.72
6000-6999	Capital Outlay	13,576.81	0.00	0.00	0.00	0.00	0.00	0.00		13,576.81
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	914,557.88	0.00	0.00	0.00	14,011.04	1,176.08	7,828.90	0.00	937,573.90
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	914,557.88	0.00	0.00	0.00	14,011.04	1,176.08	7,828.90	0.00	937,573.90
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)									2,879,981.93
	TOTAL COSTS									3,817,555.83

\* Attach an additional sheet with explanations of any amounts in the Adjustments column.

2013-14 Expenditures	A. State and Local	B. Local Only
1. Enter Total Costs amounts from the 2013-14 Report SEMA, 2013-14 Expenditures by LEA (LE-CY) worksheet, Total Column, for the State and Local Expenditures section and the Local Expenditures section	7,970,540.99	3,421,376.63
2. Enter audit adjustments of 2013-14 special education expenditures from SACS2015ALL data, not included in Line 1 (explain below) (Funds 01, 09, and 62; resources 0000-2999 & 6000-9999; Object 9793)		
3. Enter restatements of 2014-15 special education beginning fund balances from SACS2015ALL 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. 2013-14 Expenditures, Adjusted for 2014-15 MOE Calculation (Sum lines 1 through 4)	7,970,540.99	3,421,376.63
<b>C. Unduplicated Pupil Count</b>		
1. Enter the unduplicated pupil count reported in 2013-14 Report SEMA, 2013-14 Expenditures by LEA (LE-CY) worksheet	638.00	
2. Enter any adjustments not included in Line C1 (explain below)		
3. 2013-14 Unduplicated Pupil Count, Adjusted for 2014-15 MOE Calculation (Line C1 plus Line C2)	638.00	



**SELPA:** Sierra Sands Unified (SI)

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2014-15 Expenditures by LEA (LE-CY) and the 2013-14 Expenditures by LEA (LE-PY) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

**After reviewing all sections of this form, please select which of the following methods your LEA chooses to use to meet the 2014-15 MOE requirement.**

☒ Combined state and local expenditures

☐ Local expenditures only

**SECTION 1 Exempt Reduction Under 34 CFR Section 300.204**

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to local only MOE standard, combined state and local MOE standard, or both.

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
  - a. Has left the jurisdiction of the agency;
  - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
  - c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

List exempt reductions, if any, to be used in the calculation below:

	State and Local	Local Only
Residential care services for student in 13-14; left the district prior to 14-15	128,498.52	
Adaptive PE position retirement; position filled with less senior employee	44,134.16	
Total exempt reductions	172,632.68	0.00

**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)	<u>0.00</u>	
Maximum available for MOE reduction (50% of increase in funding)	<u>0.00 (a)</u>	
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)	<u>0.00 (b)</u>	

**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**

	<u>Column A</u>	<u>Column B</u>	<u>Column C</u>
	<u>Actual Expenditures FY 2014-15 (LE-CY Worksheet)</u>	<u>Actual Expenditures FY 2013-14 (LE-PY Worksheet)</u>	<u>Difference (A - B)</u>
<b>A. COMBINED STATE AND LOCAL EXPENDITURES METHOD</b>			
1. Total special education expenditures	9,529,963.45		
2. Less: Expenditures paid from federal sources	997,669.20		
3. Expenditures paid from state and local sources	8,532,294.25	7,970,540.99	
Less: Exempt reduction(s) from SECTION 1		172,632.68	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from state and local sources	8,532,294.25	7,797,908.31	734,385.94
4. Special education unduplicated pupil count	635	638	
5. Per capita state and local expenditures (A3/A4)	13,436.68	12,222.43	1,214.25

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 reviewed.

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 reviewed.

**SELPA:** Sierra Sands Unified (SI)

**B. LOCAL EXPENDITURES ONLY METHOD**

	<u>FY 2014-15</u>	<u>FY 2013-14</u>	<u>Difference</u>
1. Last year's local expenditures met MOE requirement:			
a. Expenditures paid from local sources	<u>3,817,555.83</u>	<u>3,421,376.63</u>	
Less: Exempt reduction(s) from SECTION 1		<u>0.00</u>	
Less: 50% reduction from SECTION 2		<u>0.00</u>	
Net expenditures paid from local sources	<u>3,817,555.83</u>	<u>3,421,376.63</u>	<u>396,179.20</u>
b. Per capita local expenditures (B1a/A4)	<u>6,011.90</u>	<u>5,362.66</u>	<u>649.24</u>

If one or both of the differences in Column C are positive (current year local expenditures, in total or per capita, are greater than prior year's net local expenditures), the MOE requirement is met.

If both of the differences in Column C are negative, the MOE is not met based on local expenditures only.

**After reviewing all sections of this form, please select which of the above methods your LEA chooses to use to meet the 2014-15 MOE requirement and make the selection on Page 1.**

Gavin MacGregor  
Contact Name

760-499-1604  
Telephone Number

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 5080)	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
<b>UNDUPLICATED PUPIL COUNT</b>										635
<b>TOTAL BUDGET (Funds 01, 09, &amp; 62; resources 0000-9999)</b>										
1000-1999	Certificated Salaries	778,954.95	0.00	0.00	3,500.00	218,171.00	369,475.30	1,782,238.70		3,152,339.95
2000-2999	Classified Salaries	505,780.41	0.00	0.00	13,432.35	162,184.00	470,424.04	733,052.36		1,884,873.16
3000-3999	Employee Benefits	647,649.00	0.00	0.00	8,812.97	161,215.69	436,192.45	1,231,504.83		2,485,374.94
4000-4999	Books and Supplies	117,500.00	0.00	0.00	1,422.97	500.00	681.00	30,971.32		151,075.29
5000-5999	Services and Other Operating Expenditures	108,842.00	0.00	0.00	0.00	1,000.00	0.00	17,350.00		127,192.00
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	2,158,726.36	0.00	0.00	27,168.29	543,070.69	1,276,772.79	3,795,117.21	0.00	7,800,855.34
7310	Transfers of Indirect Costs	12,440.18	0.00	0.00	0.00	0.00	0.00	0.00		12,440.18
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	12,440.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,440.18
	TOTAL COSTS	2,171,166.54	0.00	0.00	27,168.29	543,070.69	1,276,772.79	3,795,117.21	0.00	7,813,295.52
<b>STATE AND LOCAL BUDGET (Funds 01, 09, &amp; 62; resources 0000-2999, 3385, &amp; 6000-9999)</b>										
1000-1999	Certificated Salaries	711,034.95	0.00	0.00	3,500.00	155,164.00	369,475.30	1,782,238.70		3,021,412.95
2000-2999	Classified Salaries	440,921.53	0.00	0.00	13,432.35	162,184.00	339,456.61	172,642.13		1,128,636.62
3000-3999	Employee Benefits	642,000.97	0.00	0.00	8,812.97	147,810.67	397,412.77	1,182,703.10		2,378,740.48
4000-4999	Books and Supplies	117,500.00	0.00	0.00	1,422.97	500.00	681.00	30,971.32		151,075.29
5000-5999	Services and Other Operating Expenditures	108,842.00	0.00	0.00	0.00	0.00	0.00	17,350.00		126,192.00
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	2,020,299.45	0.00	0.00	27,168.29	465,658.67	1,107,025.68	3,185,905.25	0.00	6,806,057.34
7310	Transfers of Indirect Costs	12,440.18	0.00	0.00	0.00	0.00	0.00	0.00		12,440.18
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	12,440.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,440.18
	TOTAL BEFORE OBJECT 8980	2,032,739.63	0.00	0.00	27,168.29	465,658.67	1,107,025.68	3,185,905.25	0.00	6,818,497.52
8980	Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	TOTAL COSTS									6,818,497.52

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
<b>LOCAL BUDGET (Funds 01, 09, &amp; 62; resources 0000-1999 &amp; 8000-9999)</b>										
1000-1999	Certificated Salaries	27,000.00	0.00	0.00	0.00	0.00	0.00	0.00		27,000.00
2000-2999	Classified Salaries	439,571.53	0.00	0.00	0.00	8,248.76	0.00	200.00		448,020.29
3000-3999	Employee Benefits	283,732.31	0.00	0.00	0.00	10,311.38	0.00	41.00		294,084.69
4000-4999	Books and Supplies	104,500.00	0.00	0.00	0.00	500.00	681.00	3,300.00		108,981.00
5000-5999	Services and Other Operating Expenditures	24,000.00	0.00	0.00	0.00	0.00	0.00	0.00		24,000.00
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	878,803.84	0.00	0.00	0.00	19,060.14	681.00	3,541.00	0.00	902,085.98
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	878,803.84	0.00	0.00	0.00	19,060.14	681.00	3,541.00	0.00	902,085.98
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 3385, 6500-6540, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500-6540, & 7240, goals 5000-5999)									3,172,089.76
	TOTAL COSTS									4,074,175.74

\* 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
<b>UNDUPLICATED PUPIL COUNT</b>										635
<b>TOTAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-9999)</b>										
1000-1999	Certificated Salaries	798,583.43	0.00	0.00	3,500.00	208,359.45	295,394.89	1,789,413.21		3,095,250.98
2000-2999	Classified Salaries	492,418.79	0.00	0.00	8,606.72	137,802.40	474,773.55	670,487.69		1,784,089.15
3000-3999	Employee Benefits	586,810.93	0.00	0.00	5,932.34	143,137.94	399,269.78	1,097,796.05		2,232,947.04
4000-4999	Books and Supplies	145,596.15	0.00	0.00	624.53	4,653.82	4,131.61	30,970.19		185,976.30
5000-5999	Services and Other Operating Expenditures	233,135.16	0.00	0.00	838.85	89.00	924.91	27,219.04		262,206.96
6000-6999	Capital Outlay	13,576.81	0.00	0.00	0.00	0.00	0.00	0.00		13,576.81
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	2,270,121.27	0.00	0.00	19,502.44	494,042.61	1,174,494.74	3,615,886.18	0.00	7,574,047.24
7310	Transfers of Indirect Costs	17,853.04	0.00	0.00	0.00	0.00	0.00	0.00		17,853.04
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)	1,938,063.17								1,938,063.17
	Total Indirect Costs	17,853.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,853.04
	TOTAL COSTS	2,287,974.31	0.00	0.00	19,502.44	494,042.61	1,174,494.74	3,615,886.18	0.00	7,591,900.28
<b>FEDERAL EXPENDITURES (Funds 01, 09, and 62; resources 3000-5999, except 3385)</b>										
1000-1999	Certificated Salaries	63,712.00	0.00	0.00	0.00	63,187.00	360.00	410.00		127,669.00
2000-2999	Classified Salaries	70,045.57	0.00	0.00	0.00	13,098.44	59,507.60	496,698.56		639,350.17
3000-3999	Employee Benefits	17,635.83	0.00	0.00	0.00	24,417.37	88,280.78	99,168.05		229,502.03
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	0.00	0.00	1,148.00		1,148.00
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	151,393.40	0.00	0.00	0.00	100,702.81	148,148.38	597,424.61	0.00	997,669.20
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	151,393.40	0.00	0.00	0.00	100,702.81	148,148.38	597,424.61	0.00	997,669.20
8980	Less: Contributions from Unrestricted Revenues to Federal Resources (Resources 3310-3400, except 3385, all goals; resources 3000-3178 & 3410-5810, goals 5000-5999)									0.00
	TOTAL COSTS									997,669.20

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
<b>STATE AND LOCAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-2999, 3385, &amp; 6000-9999)</b>										
1000-1999	Certificated Salaries	734,871.43	0.00	0.00	3,500.00	145,172.45	295,034.89	1,789,003.21		2,967,581.98
2000-2999	Classified Salaries	422,373.22	0.00	0.00	8,606.72	124,703.96	415,265.95	173,789.13		1,144,738.98
3000-3999	Employee Benefits	569,175.10	0.00	0.00	5,932.34	118,720.57	310,989.00	998,628.00		2,003,445.01
4000-4999	Books and Supplies	145,596.15	0.00	0.00	624.53	4,653.82	4,131.61	30,970.19		185,976.30
5000-5999	Services and Other Operating Expenditures	233,135.16	0.00	0.00	838.85	89.00	924.91	26,071.04		261,058.96
6000-6999	Capital Outlay	13,576.81	0.00	0.00	0.00	0.00	0.00	0.00		13,576.81
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	2,118,727.87	0.00	0.00	19,502.44	393,339.80	1,026,346.36	3,018,461.57	0.00	6,576,378.04
7310	Transfers of Indirect Costs	17,853.04	0.00	0.00	0.00	0.00	0.00	0.00		17,853.04
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)	1,938,063.17								1,938,063.17
	Total Indirect Costs	17,853.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17,853.04
	TOTAL BEFORE OBJECT 8980	2,136,580.91	0.00	0.00	19,502.44	393,339.80	1,026,346.36	3,018,461.57	0.00	6,594,231.08
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
	TOTAL COSTS									6,594,231.08
<b>LOCAL EXPENDITURES (Funds 01, 09, &amp; 62; resources 0000-1999 &amp; 8000-9999)</b>										
1000-1999	Certificated Salaries	24,311.25	0.00	0.00	0.00	0.00	0.00	250.05		24,561.30
2000-2999	Classified Salaries	415,874.19	0.00	0.00	0.00	5,160.89	600.00	0.00		421,635.08
3000-3999	Employee Benefits	244,380.51	0.00	0.00	0.00	4,820.72	6.29	12.41		249,219.93
4000-4999	Books and Supplies	137,838.83	0.00	0.00	0.00	3,940.43	480.79	4,402.01		146,662.06
5000-5999	Services and Other Operating Expenditures	78,576.29	0.00	0.00	0.00	89.00	89.00	3,164.43		81,918.72
6000-6999	Capital Outlay	13,576.81	0.00	0.00	0.00	0.00	0.00	0.00		13,576.81
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	914,557.88	0.00	0.00	0.00	14,011.04	1,176.08	7,828.90	0.00	937,573.90
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	914,557.88	0.00	0.00	0.00	14,011.04	1,176.08	7,828.90	0.00	937,573.90
8980	Contributions from Unrestricted Revenues to Federal Resources (from Federal Expenditures section)									0.00
8980	Contributions from Unrestricted Revenues to State Resources (Resources 3385, 6500, 6510, & 7240, all goals; resources 2000-2999 & 6010-7810, except 6500, 6510, & 7240, goals 5000-5999)									2,879,981.93
	TOTAL COSTS									3,817,555.83

\* Attach an additional sheet with explanations of any amounts in the Adjustments column.



**SELPA:** Sierra Sands Unified (SI)

This form is used to check maintenance of effort (MOE) for an LEA, whether the LEA is a member of a SELPA or is a single-LEA SELPA. If a member of a SELPA, submit this form together with the 2015-16 Budget by LEA (LB-B) and the 2014-15 Expenditures by LEA (LE-B) to the SELPA AU. If a single-LEA SELPA, submit the forms to the CDE.

**After reviewing all sections of this form, please select which of the following methods your LEA chooses to use to meet the 2015-16 MOE requirement.**

☒ Combined state and local expenditures

☐ Local expenditures only

**SECTION 1 Exempt Reduction Under 34 CFR Section 300.204**

If your LEA determines that a reduction in expenditures occurred as a result of one or more of the following conditions, you may calculate a reduction to the required MOE standard. Reductions may apply to local only MOE standard, combined state and local MOE standard, or both.

1. Voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.
2. A decrease in the enrollment of children with disabilities.
3. The termination of the obligation of the agency to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child:
  - a. Has left the jurisdiction of the agency;
  - b. Has reached the age at which the obligation of the agency to provide free appropriate public education (FAPE) to the child has terminated; or
  - c. No longer needs the program of special education.
4. The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.
5. The assumption of cost by the high cost fund operated by the SEA under 34 CFR Sec. 300.704(c).

List exempt reductions, if any, to be used in the calculation below:

	State and Local	Local Only
Total exempt reductions	0.00	0.00

## SECTION 2 Reduction to MOE Requirement Under IDEA, Section 613 (a)(2)(C) (34 CFR Sec. 300.205(d))

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].

	State and Local	Local Only
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
	Budgeted Amounts FY 2015-16 (LB-B Worksheet)	Actual Expenditures FY 2014-15 (LE-B Worksheet)	Difference (A - B)
1. Total special education expenditures	7,813,295.52		
2. Less: Expenditures paid from federal sources	994,798.00		
3. Expenditures paid from state and local sources	6,818,497.52	6,594,231.08	
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	6,818,497.52	6,594,231.08	224,266.44
4. Special education unduplicated pupil count	635	635	
5. Per capita state and local expenditures (A3/A4)	10,737.79	10,384.62	353.17

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 reviewed.

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 reviewed.

**SELPA:** Sierra Sands Unified (SI)

**B. LOCAL EXPENDITURES ONLY METHOD**

	<b>Budget FY 2015-16</b>	<b>Actual FY 2014-15</b>	<b>Difference</b>
1. Last year's local expenditures met MOE requirement:			
a. Expenditures paid from local sources	4,074,175.74	3,817,555.83	
Less: Exempt reduction(s) from SECTION 1		0.00	
Less: 50% reduction from SECTION 2		0.00	
Net expenditures paid from local sources	4,074,175.74	3,817,555.83	256,619.91
b. Per capita local expenditures (B1a/A4)	6,416.02	6,011.90	404.12

If one or both of the differences in Column C are positive (current year local expenditures, in total or per capita, are greater than prior year's net local expenditures), the MOE requirement is met.

If both of the differences in Column C are negative, the MOE is not met based on local expenditures only.

**After reviewing all sections of this form, please select which of the above methods your LEA chooses to use to meet the 2015-16 MOE requirement and make the selection on Page 1.**

Gavin MacGregor  
Contact Name

760-499-1604  
Telephone Number

Director of Finance and Budget  
Title

gmacgregor@ssusd.org  
E-mail Address

Unaudited Actuals  
2014-15 Unaudited Actuals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

15 73742 000000  
Form SIAA

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	(2,448.93)	0.00	(110,144.59)				
Other Sources/Uses Detail					218,665.06	1,982,654.09		
Fund Reconciliation							105,434.08	2,337,751.09
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	253.84	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	1,041.54
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	45.31	0.00	5,693.01	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							2.48	972.85
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	2,149.78	0.00	104,451.58	0.00				
Other Sources/Uses Detail					617.21	0.00		
Fund Reconciliation							617.21	53,422.17
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							465,724.00	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					63,829.00	0.00		
Fund Reconciliation							1,500,000.00	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	218,665.06		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	465,724.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	50,000.00
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	0.00	0.00						
Other Sources/Uses Detail					1,918,207.88	0.00		
Fund Reconciliation							837,133.88	0.00
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  
2014-15 Unaudited Actuals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

15 73742 0000000  
Form SIAA

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				
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					0.00			
Other Sources/Uses Detail							0.00	0.00
Fund Reconciliation								
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	2,448.93	(2,448.93)	110,144.59	(110,144.59)	2,201,319.15	2,201,319.15	2,908,911.65	2,908,911.65

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2014-15 Unaudited Actuals	2015-16 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		
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		
DEBT	Schedule of Long-Term Liabilities	S	
GANN	Appropriations Limit Calculations	GS	GS
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	
NCMOE	No Child Left Behind Maintenance of Effort	GS	
PCRAF	Program Cost Report Schedule of Allocation Factors	GS	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2014-15 Unaudited Actuals	2015-16 Budget
PCR	Program Cost Report	GS	
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)	S	S
SIAA	Summary of Interfund Activities - Actuals	G	



## Sierra Sands 2014-15

	70795	70796	Total
OUTSTANDING BONDED INDEBTEDNESS 7/1	17,072,868.40	5,372,133.50	22,445,001.90
LESS: BONDS REDEEMED	640,000.00	27,751.90	667,751.90
PLUS: BONDS SOLD	0.00	0.00	0.00
OUTSTANDING BONDED INDEBTEDNESS 6/30	16,432,868.40	5,344,381.60	21,777,250.00
<b>Object 9791</b> Restricted Balance, July 1	967,214.24	114,265.88	1,081,480.12
Tax Receipts	1,228,571.85	179,562.31	1,408,134.16
State & Federal Apportionments	23,746.14	3,733.46	27,479.60
Other Designated Revenue	3,350.55	438.03	3,788.58
Subtotal (sum of lines 1 thru 4)	2,222,882.78	297,999.68	2,520,882.46
Less: Actual Expend or Other Uses	1,199,161.26	163,625.00	1,362,786.26
Restricted Balance, June 30 (line 5 minus 6)	1,023,721.52	134,374.68	1,158,096.20
Estimated Tax Receipts on the Unscr'd Roll	0.00	0.00	0.00
Estimated State & Federal Apportionments	0.00	0.00	0.00
Other Estimated Revenue			0.00
Subtotal (sum of lines 7 thru 10)	1,023,721.52	134,374.68	1,158,096.20
Amt budgeted for exp, other uses, tranfers,& reserve	0.00	0.00	0.00
Maximum Amt: District Tax Req (line 12 minus 11)	-1,023,721.52	-134,374.68	-1,158,096.20
TAX RATE LIMIT			
TAX RATE	0.00	0.00	
FEDERAL REVENUES			
OTHER STATE REVENUES			
8571 Home Owners Exemptions	23,746.14	3,733.46	27,479.60
8572 Other Subvention In-Lieu	0.00	0.00	0.00
8571 Timber Yield	0.00	0.00	0.00
8571 Housing Authority	0.00	0.00	0.00
8571 Trailer Coach	0.00	0.00	0.00
TOTAL, OTHER STATE REVENUES	23,746.14	3,733.46	27,479.60
OTHER LOCAL REVENUES			
8611 Secured Tax Rolls	1,169,126.44	171,980.74	1,341,107.18
8612 Unsecured Tax Rolls	49,925.33	6,167.00	56,092.33
8613 Prior Years Taxes	971.59	124.95	1,096.54
8614 Supplemental Taxes	7,345.08	1,123.51	8,468.59
8629 Penalties & Interest	1,203.41	166.11	1,369.52
8660 Interest	3,350.55	438.03	3,788.58
8699 Other Local Revenue	0.00	0.00	0.00
8799 Other Transfers In	0.00	0.00	0.00
TOTAL, OTHER LOCAL REVENUES	1,231,922.40	180,000.34	1,411,922.74
TOTAL REVENUES	1,255,668.54	183,733.80	1,439,402.34
8979 All Other Financing Sources (Object 8979)	0.00	0.00	0.00
7619 Other Authorized Interfund Out, (Object 7619 FUNCTION 9100)	0.00	0.00	0.00
TOTAL, INTERFUND TRANSFERS In			0.00
OTHER SOURCES/USES			
USES			
7433 Debt Service, USE FUNCTION 9100	640,000.00	27,751.90	667,751.90
7434 Bond Interest & Other Service, USE FUNCTION 9100	559,161.26	135,873.10	695,034.36
7639 Debt Service/Other Debt, USE FUNCTION 9100			
TOTAL, USES			
TOTAL, OTHER FINANCING SOURCES/USES			
A - B + C - D	1,199,161.26	163,625.00	1,362,786.26
9790 Ending Balance	1,023,721.52	134,374.68	1,158,096.20
9110 Cash	1,023,721.92	134,374.68	1,158,096.60
9200 (A/R)			
	0	0	

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Unaudited Actuals  
2014-15 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

### GENERAL LEDGER CHECKS

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
01	6512	5800	-42,538.54
Explanation: Prior year adjustment			
12	6105	3402	-68.87
Explanation: Prior year adjustment			

## SUPPLEMENTAL CHECKS

### EXPORT CHECKS

Checks Completed.

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Unaudited Actuals  
2015-16 Budget  
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

### GENERAL LEDGER CHECKS

OBJ-POSITIVE - (W) - The following objects have a negative balance by resource, by fund: EXCEPTION

FUND	RESOURCE	OBJECT	VALUE
01	4203	4300	-2,307.51

Explanation: Carryover from prior year anticipated

## SUPPLEMENTAL CHECKS

### EXPORT CHECKS

Checks Completed.

12. CONSENT CALENDAR

12.1 Approval of “A” and “B” Warrant

---

CURRENT CONSIDERATIONS: “A” and “B” warrants released in August, 2015 are submitted for approval. “A” warrants totaled \$766,203.05. “B” warrants totaled \$1,028,740.00.

FINANCIAL IMPLICATIONS: Warrants were issued as stated.

SUPERINTENDENT’S RECOMMENDATION: Approve “A” and “B” warrants for August, 2015 as presented.

This list represents the "A" and "B" warrants released during the month of August **2015**  
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	\$178,376.86
End of month classified	\$527,667.95
10th of month certificated	\$24,545.58
10th of month classified	\$35,612.66
<b>Total "A" Warrants</b>	<b>\$766,203.05</b>

### **"B" WARRANTS**

<b>Register Number</b>	<u>Amount</u>
13	\$4,791.53
14	July
15	July
16	July
17	\$35,741.54
18	\$3,025.00
19	\$102,173.26
20	\$138,897.42
21	\$31,341.70
22	\$15,755.56
23	\$17,990.91
24	Food Service
25	\$66,905.61
26	\$35,148.22
27	\$1,699.90
28	\$49,720.99
29	\$44,548.10
30	\$29,121.78
31	\$147,520.60
32	\$8,168.13
33	\$16,567.35
34	\$66,301.81
35	\$65,382.08
36	\$100,194.81
37	Food Service
38	\$34,521.83
39	Sept
40	Food Service
41	Sept
42	\$13,221.87
<b>Total "B" Warrants</b>	<b>\$1,028,740.00</b>

## 12. CONSENT CALENDAR

12.2 Adoption of Resolution #5 1516 Authorization to Extend the Existing Contract with  
Mather Bros, Inc. for the Purchase of Dairy Products for the 2015-16 School Year

BACKGROUND INFORMATION: In accordance with California Education Code Section 17596, Duration of Continuing Contracts for Services and Supplies, wherein it states “Continuing contracts for work to be done, services to be performed ...may be made with an accepted vendor...for materials or supplies, not to exceed three years”, a district Board of Education may approve to extend a contract beyond the original contracts ending date.

CURRENT CONSIDERATIONS: Mather Bros, Inc. has been providing the district with dairy products for the past school year. The services provided by this company are satisfactory and pricing is reasonable. Therefore it is recommended that the original 2013-14 contract be extended and services retained for an additional year. Resolution #5 1516 allows for such an extension and is presented for adoption.

FINANCIAL IMPLICATIONS: The existing pricing structure will remain in effect for the duration of the 2015-16 contract year.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board adopt Resolution #5 1516 and authorize the extension of the existing contract with Mather Bros, Inc. for the purchase of dairy products for the 2015-16 school year.

SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #5 1516

A RESOLUTION BEFORE THE BOARD OF EDUCATION OF  
THE SIERRA SANDS UNIFIED SCHOOL DISTRICT ALLOWING  
THE DISTRICT TO AMEND THE EXISTING CONTRACT FOR THE  
PURCHASE OF DAIRY PRODUCTS

RESOLVED, by the Board of Education of the Sierra Sands Unified School District as follows:

WHEREAS, in past years the District has solicited bids for the purchase of dairy products, and

WHEREAS, in accordance with California Education Code Section 17596, Duration of Continuing Contracts for Services and Supplies, wherein it states “Continuing contracts for work to be done, services to be performed...may be made with an accepted vendor...for materials or supplies, not to exceed three years”, and,

WHEREAS, Schools Legal Service has advised that this contract can be extended by amendment to the original contract by mutual agreement for additional 1-year periods,

NOW, THEREFORE, it is hereby RESOLVED that the District amend its contract with Mather Bros, Inc. of Ridgecrest, California to read purchase of dairy products for the school year 2015-16 and to note that this is an extension of the original contract awarded for the 2013-14 school year.

I hereby certify that the foregoing resolution was duly adopted at the meeting of the Board of Education of the Sierra Sands Unified School District duly held on the 10<sup>th</sup> day of September, 2015 on a motion of \_\_\_\_\_, seconded by \_\_\_\_\_, and by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY: \_\_\_\_\_  
Secretary, Board of Education  
Sierra Sands Unified School District

## 12. CONSENT CALENDAR

12.3 Adoption of Resolution #6 1516, Authorization to Extend the Existing Contract with Flowers Bakery, Inc. for the Purchase of Bread Products for the 2015-16 School Year

BACKGROUND INFORMATION: In accordance with California Education Code Section 17596, Duration of Continuing Contracts for Services and Supplies, wherein it states “Continuing contracts for work to be done, services to be performed ...may be made with an accepted vendor...for materials or supplies, not to exceed three years”, a district Board of Education may approve to extend a contract beyond the original contracts ending date.

CURRENT CONSIDERATIONS: Flowers Bakery, Inc. has been providing the district with bread products for the past school year. The services provided by this company are satisfactory and pricing is reasonable. Therefore it is recommended that the original 2013-14 contract be extended and services retained for an additional year. Resolution #6 1516 allows for such an extension and is presented for adoption.

FINANCIAL IMPLICATIONS: The existing pricing structure will remain in effect for the duration of the 2015-16 contract year.

SUPERINTENDENT’S RECOMMENDATION: It is recommended that the board adopt Resolution #6 1516 and authorize the extension of the existing contract with Flowers Bakery, Inc. for the purchase of bread products for the 2015-16 school year.



SIERRA SANDS UNIFIED SCHOOL DISTRICT

RESOLUTION #6 1516

A RESOLUTION BEFORE THE BOARD OF EDUCATION OF  
THE SIERRA SANDS UNIFIED SCHOOL DISTRICT ALLOWING  
THE DISTRICT TO AMEND THE EXISTING CONTRACT FOR THE  
PURCHASE OF BREAD PRODUCTS

RESOLVED, by the Board of Education of the Sierra Sands Unified School District as follows:

WHEREAS, in past years the District has solicited bids for the purchase of bread products, and

WHEREAS, in accordance with California Education Code Section 17596, Duration of Continuing Contracts for Services and Supplies, wherein it states “Continuing contracts for work to be done, services to be performed...may be made with an accepted vendor...for materials or supplies, not to exceed three years”, and,

WHEREAS, Schools Legal Service has advised that this contract can be extended by amendment to the original contract by mutual agreement for additional 1-year periods,

NOW, THEREFORE, it is hereby RESOLVED that the District amend its contract with Flowers Bakery, Inc. to read purchase of bread products for the school year 2015-16 and to note that this is an extension of the original contract awarded for the 2013-14 school year.

I hereby certify that the foregoing resolution was duly adopted at the meeting of the Board of Education of the Sierra Sands Unified School District duly held on the 10<sup>th</sup> day of September, 2015 on a motion of \_\_\_\_\_, seconded by \_\_\_\_\_, and by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY: \_\_\_\_\_  
Secretary, Board of Education  
Sierra Sands Unified School District

## 12. CONSENT CALENDAR

- 12.4 Approval for Burroughs High School Varsity Cheerleading Squad to Attend an Out of State Cheerleading Performance in Honolulu, Hawaii, January 28-February 1, 2016

BACKGROUND INFORMATION: Board approval is required when students travel out of the state on school activities.

CURRENT CONSIDERATIONS: The Burroughs High School Varsity Cheerleading Squad has the opportunity to attend the NFL Pro Bowl in Honolulu, Hawaii from January 28-February 1, 2016. The Cheerleading Squad will have the opportunity to experience instruction from the Varsity USA/UCA/UDA staff and to perform at the NFL Pro Bowl halftime and/or pre-game show. The travel package is arranged through United Spirit Association, Universal Cheerleaders Association and Universal Dance Association, divisions of VARSITY BRANDS INC. Cheerleaders will stay four to a room at the Hilton Waikiki Prince Kuhio Hotel. A minimum of one adult (25 years or older) chaperone for every 10 performers is required. Approximately 13 cheerleaders will attend.

FINANCIAL IMPLICATIONS: All transportation, lodging, and other considerations will be paid by individual families with help from the BHS Cheerleading fundraisers with no cost to the district.

SUPERINTENDENT'S RECOMMENDATION: It is recommended that the board approve the travel for the BHS Varsity Cheerleading Squad to attend the out of state NFL Pro Bowl from January 28-February 1, 2016.

# Discover the Magic of Hawaii *with the USA/UCA/UDA staff and millions of Americans watching the 2016 NFL Pro Bowl game.*

*It's a once-in-a-lifetime experience.*

## PRO BOWL TOUR PERFORMERS

- **Lei Greeting in Hawaii** (Conditional upon arrival time)
- **Performers and Non-Performers will stay at the Hilton Waikiki Prince Kuhio Hotel.** The hotel is in the heart of Waikiki, just steps from the beach and 2 blocks from the Honolulu Zoo, Kapiolani Park and Waikiki Aquarium.
- **All Ground Transportation and Baggage Transfers**
- **Magic of Polynesia Dinner Show** – This show is uniquely Polynesian, full of surprises, humor and island spirit. You will be amazed as the illusionist performs unbelievable levitations, mysterious disappearances and other confounding illusions. The illusions are not only accompanied by dazzling pyrotechnics and special effects, but also a cast of beautiful Polynesian dancers and a fire dancer who will demonstrate his flare in a dynamic display of athleticism and agility.

- **Plenty of free time** for the beach, shopping and beautiful Waikiki.
- **Three meal coupons** for local restaurants
- **Instruction with the Varsity USA/UCA/UDA staff**
- **Official Varsity Pro Bowl Tour tote bag and luggage tag**
- **Pro Bowl practice and performance uniforms**
- **NFL Pro Bowl halftime and/or pre-game performance & game ticket**

**Only \$1325** Per Person (Quad Occupancy)

*Plenty of free time for the beach, shopping and beautiful Waikiki!*

## Who May Go?

### USA SPIRIT/TEAMWORK PARTICIPANTS: USA SPIRIT/TEAMWORK AWARD WINNERS

**SPIRIT** - All high school spirit teams who receive a Spirit Award on the final day of a 2015 summer camp (non Home Camps). (Due to show production plans, mascots and pep flags must register as either cheerleaders or dancers).

**DANCE** - All high school dance teams who receive a Team Work Award on the final day of a 2015 summer camp (dance/drill, dance team and dance intensive). Officers and Home Camps are not included.

### UCA/UDA PARTICIPANTS: JV & VARSITY TROPHY WINNERS

**PERFORMERS:** Individuals are welcome to enroll in the Pro Bowl Tour. You do not need to attend with your team. Participants may also attend with their advisor and/or family members.

**CHAPERONES:** Each team or individual must have one adult chaperone, at least 25 years of age, for every 10 performers or fraction thereof.

An advisor/director attending with 20 or more performing students will receive a complimentary package for the Pro Bowl Advisors and Family Tour. When a complimentary package is earned, rooms are based on Quad Occupancy. Advisors/directors have the option of requesting special housing. (Please note the additional cost under Special Housing.)

**ADVISORS/TOUR COORDINATOR:** Please be sure all participants/parents who are interested in attending the trip have read the brochure. Please pay special attention to the deadlines and refund policies.

**SPECIAL HOUSING:** Tour prices are based on four people (Quad Occupancy) per room. Rooms have two double beds. Special room arrangements may be made for triple, double or single accommodations at the following additional expense:

- Triple Room- Add \$121 per person to tour price.
- Double Room-Add \$258 per person to tour price.
- Single Room-Add \$814 per person to tour price.

If there are less than 4 in the room, you will be responsible for paying for the triple, double or single occupancy costs. We do not group accompanying performers or non-performers in order to accommodate 4 in a room.

USA/UCA/UDA Varsity® cannot permit deviations from the Pro Bowl Tour itineraries and prices.

**PERFORMANCE ROUTINE:** The NFL Pro Bowl pre-game and/or halftime is televised nationally and seen in most parts of the United States; however, there is no guarantee that your team, a particular individual, or the USA/UCA/UDA performance will be televised. VARSITY® USA/UCA/UDA cannot guarantee seating location for any spectator during the game and/or during VARSITY® USA/UCA/UDA performances/events.

**HOW TO ENROLL:** Complete the attached Enrollment Form for each person attending and return with your \$300.00 per person deposit by September 11, 2015. PLEASE NOTE: \$150.00 of the deposit is non-refundable and non-transferable. Payments may be made by school check, credit card (VISA, Mastercard, American Express or Discover Card), money order, or cashier's check. Make checks payable to "Varsity-USA." Please write "PRO BOWL" and the school/group affiliation on the memo section of your check. Send to Varsity Pro Bowl, 5770 Warland Drive, Suite B, Cypress, CA 90630. Do not send cash.

**PAYMENT SCHEDULE:** The following payments must be made by the date indicated to secure your tour reservation:

- **September 25, 2015** - \$300.00 per person deposit. \$150.00 of the deposit is non-refundable and non-transferable. This begins your reservation on the tour. Additional enrollment past September 11, 2015 cannot be guaranteed.
- **November 6, 2015** - Final Balance Due. Failure to pay tour balance by this date will result in cancellation of your reservation and your spot may be given to "waiting list" attendees.

### PAYMENT SPECIFICS

- School purchase orders will be accepted and should be written for the entire amount.
- School checks, money orders, cashier's checks, and credit card payments are accepted forms of payment.





## PRO BOWL TOUR ADVISORS/DIRECTORS AND FAMILY TOUR

- **Advisors, Directors and Family** receive all Pro Bowl Tour items listed for Performers (Instead of the performance uniforms, family and advisors receive 2 Pro Bowl commemorative shirts)
- **Legends in Concert Stage Show** – Rock-a-Hula! is a family-friendly, live musical celebration and concert experience for all ages. It's a multimedia, multi-sensory experience that transports guests to the magic times when classic superstars ruled the airwaves and thrilled concertgoers with their creativity and charisma.
- **Pro Bowl game ticket**

# Aloha!

**Only \$1325** Per Person  
(Quad Occupancy)

All prices are based on the tour dates and itinerary indicated above. Accommodations will not be made for those arriving or leaving the tour early for any reason, or for items not used. No substitutions or additions are permitted.

*Components of specific events on the itinerary are subject to change due to inclement weather or other unforeseen circumstances.*

*We reserve the right to alter and adjust the itinerary and/or performances in order to accommodate the size of the total group and/or the production needs of the pre-game/halftime shows.*

- Personal checks will not be accepted.
- Individual payments for groups will not be accepted.
- Monies cannot be transferred from one VARSITY® tour to another.
- Do not send cash.

**TRAVEL:** All performers and/or family on the VARSITY® Pro Bowl Tour are responsible for their own air transportation to/from Honolulu. Upon arrival at Honolulu Airport, tour participants receive a lei greeting with transportation to the hotel. (Lei greeting is subject to arrival time.)

**IMPORTANT TRAVEL INFORMATION** - All tour participants must arrive at Honolulu International Airport on January 28th no earlier than 8:00 a.m. and no later than 2:00 p.m. Schools/groups with flights arriving before 8:00 a.m. or after 2:00 p.m. will incur an additional charge for their ground transportation, if it can be provided. If ground transportation cannot be provided for the schools/groups with flights arriving before 8:00 a.m. or after 2:00 p.m., those teams will need to provide their own ground transportation. Departing flights on February 1st must be booked no later than 5:00 p.m.

### CANCELLATION AND REFUND POLICY

- Refund requests will not be accepted over the phone.
- Refund requests must be submitted in writing, and only by the school/organization contact person.
- Refund requests may be either mailed or faxed (1.866.761.9365) to the VARSITY® Tour office.

- You will receive a written confirmation of your cancellation within 48 hours of its receipt in the VARSITY® Tour office. If you do not receive this written confirmation of cancellation, call the VARSITY® Tour office immediately at 1.800.886.4872 as this is your only verification of cancellation.
- No refund will be issued until the Pro Bowl Tour is complete. Refunds will be mailed 4-6 business weeks after the event.
- No refund requests will be accepted after November 27, 2015.
- Refunds will be issued only to the school/organization, and not to individuals.
- No refunds/compensation will be paid to those arriving or leaving the tour early, for any reason, or for items not used.

For cancellations received in the VARSITY® Tour office PRIOR to November 6, 2015, all monies will be refunded less the non-refundable and non-transferable deposit of \$150.00 per person. For cancellations received in the VARSITY® Tour office between November 6, 2015 and November 27, 2015 the cancellation penalty will be \$300.00 per person. For cancellations received in the VARSITY® Tour office after November 27, 2015, no refunds will be given.

**LIMITED SPACE:** Because this is the height of the travel season in Hawaii, hotel rooms at our group rate are limited. Therefore, you are encouraged to send your enrollment form and payment as soon as possible. Please note: Your non-refundable/non-transferable

deposit begins your tour enrollment. Only your final payment guarantees your place on the tour.

**SUPERVISION:** All tour performers must have one adult chaperone, at least 25 years of age, for every 10 participants or fraction thereof. Performers are involved in a full schedule of organized rehearsals, performance and recreational activities. Performers will be supervised by VARSITY® USA/UCA/UDA staff at all rehearsals and performances. Chaperones are not required to attend rehearsals.

### MEDICAL RELEASE/APPEARANCE FORM, CODE OF CONDUCT FORM & VISITOR PERMISSION FORM

Each participant on the VARSITY® Tour is required to sign a Varsity® USA/UCA/UDA Medical Release/Appearance Form, E2K Medical Release/Appearance Form, a VARSITY® USA/UCA/UDA Code of Conduct Form and a VARSITY® USA/UCA/UDA Visitor Permission Form. Chaperones and any additional family members on tour must fill out the VARSITY® USA/UCA/UDA Medical Release/Appearance Form.

### FURTHER INFORMATION

Upon receipt of your enrollment form, you will receive further information regarding the tour. Direct any questions regarding the Pro Bowl Tour to:

**VARSITY® Pro Bowl Tour**  
5770 Warland Drive, Suite B  
Cypress, CA 90630  
1.800.886.4872 (x 2025)





## GENERAL INFORMATION, TERMS & CONDITIONS PLEASE READ ALL INFORMATION CAREFULLY

Submission of enrollment form and deposit/additional payments indicates your acceptance of all information terms and conditions in this brochure.

**All correspondence will be handled between the VARSITY® Tour office and the original contact person only. No exceptions!**

**TOUR ORGANIZER:** This tour is organized for select performers chosen by the United Spirit Association (USA), Universal Cheerleaders Association (UCA) and Universal Dance Association (UDA), all part of Varsity Brands Inc. The USA's address is 5770 Warland Drive, Suite B, Cypress, CA 90630; Telephone 1.800.886.4USA, Fax 1.866.761.9365. UCA/UDA's address is P.O. Box 752790, Memphis, TN 38185-2790; Telephone UCA 1.888.243.3782, UDA 1.800.326.2383, Fax 1.901.387.4357.

If final payment is not received by November 6, 2015, and a special written arrangement regarding late payment is not made with the USA PRIOR to the November 6, 2015 deadline, the enrolled school/organization will be automatically cancelled and removed from the tour, and tour spots will be assigned to those on the "waiting list."

Please send enrollment form, rooming list, uniform sheet and \$300.00 per person deposit check, made payable to "Varsity-USA," to the VARSITY® Tour office at 5770 Warland Drive, Suite B, Cypress, CA 90630. Please note "PRO BOWL" and the school/group affiliation on the memo section of your check.

**PAYMENTS:** All payments may be received in the form of a school check, credit card (VISA, MasterCard, American Express or Discover Card), cashier's check, or money order. We do not accept wire transfers, personal checks and/or cash.

Returned checks must be made good with a cashier's check or money order for the amount of the check. A \$25.00 service fee will be assessed on any returned check.

**LATE-COMERS:** If positions are available, late-comers will be accepted after the above listed deadlines by sending in the \$300.00 per person deposit between September 25 – November 6, 2015. Starting November 7, 2015 the full balance is required to register for the tour. All deadlines for payments must be adhered to, regardless of when the deposit is received.

**RESPONSIBILITY DISCLOSURE NOTICE:** United Spirit Association, Universal Cheerleaders Association and Universal Dance Association, divisions of VARSITY BRANDS INC. (VARSITY®), act only as an agent in connection with the tour offered herein and their liability is limited. The travel services, including air transportation, carriage by land, hotel accommodations, restaurants, and related services are provided by independent third parties not under the control of VARSITY®. VARSITY® shall NOT bear any liability to the passenger or any third party for any injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason or any defect, through the acts or defaults of any company or person engaged in conveying the passengers or in carrying out the arrangements of the tour and/or performance events, venues, etc., as a direct or indirect result of acts of God, weather, dangers incident to fire, breakdown in machinery or equipment, acts of governments, or other authorities, terrorist acts, civil disturbances, strikes, riots, theft, unhealthy conditions, pilferage, epidemics, quarantines, medical, or customs regulations, cancellations of or change in itinerary schedule, or from any other causes beyond the control of VARSITY®. VARSITY® shall NOT be liable for any losses or additional expenses due to delay or changes in schedule or other causes. The right is reserved to decline to accept or retain any tour passenger should such person's health or general deportment impede tour to the detriment of other passengers. No refunds for tour portions or unused services can be made. Your retention of tickets, reservations or bookings after issuance shall constitute

a consent to the above and agreement on your part to convey the contents herein to your traveling companions. Payment of any deposit or final payment shall be deemed to constitute consent by each passenger to these terms. Baggage is carried at the owner's risk and baggage insurance is strongly recommended. It is recommended that each participant in this tour have his or her own attorney review this Responsibility Disclosure Notice before indicating his or her consent by the reservation form.

Participating carriers are not to be held responsible for any act, omission, or event during the time passengers are not on board their carriers, or conveyance. The passage contract in use by the carrier concerned, when issued shall constitute the sole contract between the transportation companies and the purchased and/or passenger of these tours. Participants agree that United Spirit Association, Universal Cheerleaders Association and Universal Dance Association, divisions of Varsity Brands Inc., are acting only as sponsors of this tour and shall not be responsible for any losses that may be incurred by any participant in connection with this tour.

**LUGGAGE:** Each person is allowed one checked suitcase (a maximum size of 62 inches of combined height, length, and width). In addition to the checked one suitcase, each person may "carry on board" one piece of hand luggage (maximum size of 45 inches of combined height, length, and width), a purse, and a camera or video camera. All other luggage will be subject to a price per piece excess baggage charge, to be assessed by the airline. Luggage restrictions are subject to change.

**THE COST OF YOUR TRIP DOES NOT INCLUDE:** Air transportation, items of a personal nature, optional excursions, independent sightseeing, travelers insurance, any necessary medical treatment, meals other than specified, or any other items not mentioned as included.

For additional information on the Pro Bowl tour call: **1.800.886.4872**



12. CONSENT CALENDAR

12.5 Approval of Recommendations for Expulsion, Expulsion Case #01 1516

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

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

Expulsion Case #01 1516: As stated in a stipulated expulsion agreement, student is expelled for the remainder of the 2015-16 fall semester and the 2015-16 spring semester, however, suspending the spring semester allowing student to enroll in a SSUSD school in January 2016 under a behavior contract.

FINANCIAL CONSIDERATIONS: None.

SUPERINTENDENT'S RECOMMENDATION: Approve the recommendation for expulsion, Expulsion Case #01 1516 as presented.