

Date: February 14, 2020

To: District Superintendents  
Chief Business Officials  
SCOE Managers

From: Don Gatti Deputy Superintendent, Business Services  
RE: Charges for contract services for 2020-2021

---

The following rates for contracted services provided by the Stanislaus County Office of Education have been set for the 2020-2021 fiscal year. We have endeavored to contain costs wherever possible. Some increases may be necessary in order to partially cover costs.

All services, unless otherwise specified, are available to all districts, charters, and other schools. In order to avail yourselves of the services, the master agreement needs to be submitted prior to service use. Many services are available without subscription. There are specific services, however, where we need your best estimate of your contracted usage in the upcoming year to ensure that we have the appropriate amount of staffing available. Failure to accurately estimate need could mean that we will not be able to provide you with the service due to lack of appropriate staffing.

As always, we appreciate your dedication to the families in Stanislaus County as both employers and educators. We strive to provide the excellence of service that supports your dedication.

**DISTRICTS: PLEASE RETURN COMPLETED MASTER AGREEMENT  
TO Veronica Garnica, ROUTE #000  
PRIOR TO MARCH 23, 2020**

**SCOE DEPARTMENTS INCLUDE IN BUDGET PACKET SUBMISSION**

**If you have changes to your Master Agreement after it's been submitted please request a Master Agreement Amendment from Veronica Garnica at 238-1914.**

## STANISLAUS COUNTY OFFICE OF EDUCATION 2020-21 MASTER AGREEMENT

This Agreement, by and between the Stanislaus County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT and the following school district, hereinafter referred to as DISTRICT, or SCOE Department, hereinafter referred to as DEPARTMENT is for the services that are specific in this Agreement and in the attached appendices pursuant to the following terms and conditions.

District/Department: Sylvan Union School District

1. SUPERINTENDENT will perform or make available to DISTRICT OR DEPARTMENT those services that are specified in the appropriate appendices.
2. DISTRICT or DEPARTMENT will pay SUPERINTENDENT for services provided according to this Agreement.
3. For DISTRICTS, for all services unless otherwise stipulated on the service specific page, SUPERINTENDENT will transfer funds from DISTRICT in January for July - December, based off of estimates. Final transfer for the year will occur in June. Final transfer will be based on final data and will be adjusted for payments previously made.
4. Unless otherwise stated on the service specific page, fees based on ADA will be based on P-2 ADA as certified @ P-2.
5. For DEPARTMENTS, funds will be transferred on a monthly/yearly basis for services provided to DEPARTMENT based on the service.
6. This Agreement is for the 2020-21 fiscal year.
7. All services in this Agreement are available to all DISTRICTS and/or DEPARTMENTS unless otherwise noted on service specific page or by separate notification/Agreement. Failure to subscribe for a service does not negate terms of Agreement should the DISTRICT or DEPARTMENT utilize said service. Utilization of SCOE service constitutes agreement to abide by terms of this Agreement for said service including terms of payment.
8. This Agreement supersedes any previous agreement for services enumerated in this Agreement.
9. Amendments. Amendments may be made to this Agreement only upon agreement by BOTH SUPERINTENDENT and DISTRICT or DEPARTMENT. In such cases, an Amendment to Master

Agreement Form shall be completed and signed by both parties prior to service being rendered.

10. Mutual Indemnification. Subject to the limitation delineated below, the parties agree to defend, indemnify and hold harmless the other parties, their governing boards, officers, and employees from every claim or demand and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the willful misconduct or negligent act or negligent omission of the other parties in the performance of this agreement.
11. Limitation of Liability. District agrees that should there arise any liability on the part of SCOE as a result of SCOE's breach of contract, negligent performance to any degree or negligent failure to perform any of SCOE's obligations pursuant to this agreement or any other legal duty, equipment failure, human error, or strict products liability, whether economic or non-economic, in contract or in tort, that SCOE's liability shall be limited to the amount of money District has paid SCOE pursuant to the terms of this agreement.
12. Insurance. The SCOE and District have and agree to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, in each party's sole discretion, for purposes of effectuating the purposes of this Agreement. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance for each party shall be provided upon written request of any party to this Agreement.
13. Independent Contractors. The SCOE and District, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each party understands and agrees that it and all of its employees shall not be considered officers, employees or agents of either of the parties to this Agreement. Each party assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement. Each party 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 the party's employees.
14. Assignment. This Agreement and the services provided herein shall not be assigned by the District or SCOE.
15. Applicable Laws. SCOE and District agree to comply with all laws, rules and regulations applicable to these services.
16. Governing Law. This Agreement shall be governed by the laws of the State of California, with venue in Stanislaus County, California.
17. Entire Agreement. This Agreement constitutes the entire agreement between SCOE and the District. However, it does not supersede any prior, current or subsequent written agreement entered into by SCOE and the District with regard to any alternative, additional, or specialized agreement between DISTRICT and SCOE.

## SCOE SERVICES AVAILABLE

Service	Rate
<b>BUSINESS AND HUMAN RESOURCE SERVICES</b>	
1. Human Resources/NCLB ESSA Para Educator Test (2 Sessions)	\$20.00
2. Human Resources/Substitute Teacher Clearinghouse Certificate of Employability	\$25.00
Subsequent Arrest/Conviction notification	\$25.00
3. Maintenance Services (hourly shop rates) Skilled Maintenance Worker per hour	\$38.66
Utility Worker & Grounds per hour	\$35.38
4. School Attorney (DISTRICT SERVICE ONLY) Annual Cost per P-2 ADA	\$10.98
Additional Services	See Schedule
5. Substitute Placement Service Annual Cost per teacher	\$120.00
Annual Cost per Instructional Aide ( <b>SCOE only</b> )	\$120.00
Supplemental Assignments (EACH ASSIGNMENT)	\$25.00
<b>DELIVERY AND GRAPHICS SERVICES</b>	
6. Graphics	Price quoted by job
7. Mailing, Handling & Delivery	See page for rates

## EARLY CHILDHOOD EDUCATION /CHILD DEVELOPMENT SERVICES

### 8. Specialized Trainings to Support CDE / ELCD Programs

**Topics:**

Regulations and Compliance Surrounding Eligibility and Need	\$49 / participant for ½ day
Projecting and Earning Center-based Contracts	\$99 / participant for full day
Monitoring, Self-Assessment, and Program Evaluation	plus materials/supplies
General Program Administration	10 participants minimum

### 9. Specialized Trainings by Certified Trainers on Early Education / Child Development Tools

**Topics:**

Environmental Rating Scale (ERS)	\$50 / participant for ½ day
Classroom Assessment Scoring System (CLASS)	\$100 / participant for full day plus materials/supplies
Ages and Stages Questionnaire / Ages and Stages Questionnaire-Social/Emotional (ASQ/ASQ-SE)	15 Participants minimum
Desired Results Developmental Profile (DRDP)	
Program for Infant/Toddler Care (PITC)	
Strengthening Families (SF)	

### 10. Specialized Trainings to Support STEM in Early Education Classrooms

**Topics:**

Using Books to Infuse Engineering	\$50 / participant for ½ day
Loose Parts: Creating a Maker Space	\$100 / participant for full day plus materials/supplies
Coding Skills for Preschoolers	15 participants minimum
Math in the Preschool Classroom: It's More Than 1+1=2	
Technology in the Preschool Classroom: Moving Beyond Tablets and Computers	

### 11. Coaching for Early Education / Child Development Classrooms (listed per class)

**Services** (costs may be covered by CDE's Quality Counts California grant),

if not:

2 @ Pre-Assessments*	\$9,750 per class
2 @ Post-Assessments*	
9 @ On-site Coaching** Visit (Once per month)	

\*Assessments include: CLASS, ERS, Quality Improvement Plan (QIP)

\*\*Coaching focus areas include: ERS, CLASS, ASQ, CA F&F, DRDP

Number of coaching visits varies by need (\$750/day)

12. Intensive Coaching for Early Education / Child Development Classrooms (listed per class)

**Services** (must be in addition to item #9):

9 Days of On-site Coaching** Visits (Once per month)	\$13,500 per class
9 Individualized On-Site Trainings (Once per month)	
**Coaching focus areas include: ERS, CLASS, ASQ, CA F&F	

**Specialized Assessments (Services may be covered by CDE's Quality Counts CA grant), If not:**

CLASS - per 4 cycle assessment/classroom (minimum 2 classrooms)	\$400
ERS - per assessment	\$750

13. Preschool Classroom Operation

**Services:**

To fully staff and operate an on-campus preschool classroom following California Title V and Title XXII regulations including applicable service hours and staff-student ratios. Compliant classroom and outdoor playground area to be provided by LEA free of charge to SCOE including no charges for rent, utilities, custodial, and landscaping. Classroom to be filled and maintained with 24 students in each class session (AM and PM) for a total of 48 students per classroom. Each class session will operate for 3 hours per day. Class sessions to be provided for 180 days per year. Classrooms to be staffed with 3 instructional service staff and 1 family service staff	\$266,717 per classroom of 48 preschool students
---	--

14. Community Needs Assessment

**Services:**

Consultation	\$600
Focus Groups (Plan & Implement Focus Groups)	\$2,398
Design & Development of full Community Needs Assessment	\$9,223
Total Cost per County:	\$12,221

15. Public Report

**Services:**

Consultation	\$240
Design Public Report	\$440
Create full public report	\$1,760
Provide data templates, electronic copy, edit full report	
Total Cost:	\$2,440

16. Early Childhood Data Management System

**Services:**

Two half day trainings plus help desk support for one year	\$1,000
Software use per child	\$12.50

## SPECIAL EDUCATION & HEALTH SERVICES

17.	Board Certified Behavior Analyst	
	1 day per week (36 days of service/year)	\$29,900.00
	½ day per week (18 days of service/year)	\$14,950.00
	¼ day per week (9 days of service/year)	\$7,475.00
18.	Hearing Screening	
	Hearing checks/child	\$4.85
	Students in wheelchairs/child	\$9.70
19.	School Nurse – Existing Clients Only	
	1 day per week (36 days of service/year)	\$27,000.00
	½ day per week (18 days of service/year)	\$13,500.00
	½ day every other week (9 days of service/year)	\$6,750.00
20.	School Psychologist	
	1 day per week (36 days of service/year)	\$28,850.00
	½ day per week (18 days of service/year)	\$14,425.00
	¼ day per week (9 days of service/year)	\$7,212.50
	Additional one time single day-subject to availability	\$ 800.00
21.	Trainings	
	Behavior and Instructional Support	Contact Krissy Zapfen@541-2215
	Full day, 2 part, or 2-4 hour trainings available	

## HEALTH SERVICES FOR SCOE DEPARTMENTS ONLY

22.	Educational Audiologist (SCOE Only)	
	1 day per week (36 days of service/year)	\$24,500.00
	½ day per week (18 days of service/year)	\$12,250.00
	¼ day per week (9 days of service/year)	\$6,125.00
23.	LVN (SCOE Only)	
	1 day per week (36 days of service/year)	\$17,000.00
24.	Registered Nurse (SCOE Only)	
	1 day per week (36 days of service/year)	\$20,000.00

## INSTRUCTIONAL SUPPORT SERVICES

- |   |            |
|---|------------|
| 25. Learning to Teach Continuum (Teacher Induction)                   |            |
| Tuition per Year per Teacher  | \$3,000.00 |
| 26. Learning to Lead Continuum (Admin Induction)                      |            |
| Tuition per Year per Administrator if SCOE Provides the Coach         | \$3,500.00 |
| Tuition per Year per Administrator if the District Provides the Coach | \$1,500.00 |
| 27. Media Services  |            |
| California Streaming License per ADA                                  | \$1.75     |

## STUDENT EDUCATIONAL SERVICES

- |   |   |
|---|---|
| 28. College and Career Planning                 | See service page for rates                  |
| 29. Community School Education Services per ADA | District LCFF Rate calculated by grade span |
| 30. Outdoor Education                           | See Individual Contracts                    |

## STUDENT WELLNESS AND SCHOOL SAFETY

- |  |  |
|--|--|
| 31. Mental Health and Suicide Prevention Trainings   |  |
| Mental Health First Aid Training – 8 hrs (up to 30 people)                                     |  |
| Youth Mental Health First Aid - 8.0 hrs (up to 30 people)                                      |  |
| 32. Suicide Prevention Training  |  |
| Question, Persuade, Refer - 1.5 hours (10-40 people recommended)                               |  |
| safeTALK - 3 hours (up to 30 people)   |  |
| 33. CPR/Pediatric First Aid Training - 6 hrs (up to 10 people)                                 |  |
| 34. Mindfulness Trainings  |  |
| Growth Heartset: Culture of Caring - 4 hrs (up to 100 people)                                  |  |
| 35. Positive Behavior Intervention and Support (PBIS) & Multi-Tiered Systems of Support (MTSS) |  |
| Standard Tier Training   |  |
| Tier I "Universal" - four 6-hr training sessions, delivered throughout year one                |  |
| Tier II "Targeted" - four 6-hr training sessions, delivered throughout year two                |  |
| Tier III "Intensive" - four 6-hr training sessions, delivered throughout year three            |  |
| Customized Targeted Training   |  |
| PBIS/MTSS Hybrid Model (data-driven customized coaching) - 2.5 6 hr training sessions          |  |
| PBIS/MTSS Implementation or Sustainability Customized Coaching                                 |  |
| PBIS/MTSS Related Workshops (Half day to full day workshops)                                   |  |
| PBIS for Classified Staff/District Leadership/New Team Members/Networking                      |  |
| Function of Behavior and Error Correction  |  |
| Tier I Boosters  |  |
| Tier II Boosters   |  |

## STUDENT WELLNESS AND SCHOOL SAFETY CONTINUED

### PBIS/MTSS Related Workshops (Continued)

- Prevent-Teach-Reinforce (PTR) Training
- Integrating Restorative Justice (RJ) into MTSS
- Integrating Trauma Informed Practices (TIPs) into MTSS
- School Wide Information System (SWIS) Training
- SWIS Team initiated Problem Solving (TIPs) Training

## TECHNOLOGY AND LEARNING SERVICES

### 36. Information Systems:

QSS Accounting System and Laserfiche Business Management System See Schedule

### 37. Technology Services (DISTRICT SERVICE ONLY)

Internet access via Fiber - Tier 1 (below 200 ADA)*	\$ 7,500.00
Internet access via Fiber - Tier 2 (above 200 ADA)*	\$10,000.00
URL/Web Filtering per internet connected devices**	\$4.00
QCC/Laserfiche access only <b>without</b> Internet via fiber (actual cost)	\$3,000.00
QCC/Laserfiche access only <b>without</b> Internet via VPN (actual cost)	\$4,200.00
Technician Services (Non-Engineering Services) per hour	\$ 50.00
Engineering Services per hour	\$100.00

\*Palo Alto Firewall is included with Internet access as a bundled service at no additional cost.  
Infrastructure technical support for core hardware for school districts; IP addresses for districts and external DNS hosting.

\*\*Devices include: computers, laptops, tablets, chromebooks, etc. Consortium pricing is available for Dell hardware and virus protection

38. Technology Services (SCOE Departments Only) See page for rates

### 39. Educational Technology - Customized Professional Development

Trainings: Google, O365, Adobe Suite, Ed Tech Workshops, Cybersecurity awareness, Robotics, Digital Citizenship, Classroom Coaching, Digital Badging, Training on Chromebooks and iPads for Education, Technology Integration and Pedagogy.

Half Day Training	\$450.00
Full Day Training	\$900.00

Contact Technology & Learning Resources Division for more information regarding services provided.  
209-238-1400. <http://www.stancoe.org/division/technology-and-learning-resources/educational-technology-center-etc>

## AUDIOLOGICAL SERVICES Sylvan Union School District

The purpose of the Hearing Conservation program is to provide State mandated hearing screening for regular and special education students. Such service is provided on a contractual basis to districts and counties upon request. Specially equipped hearing vans travel from school site to school site providing these screenings. For more information, please contact Tami Cervantes at 541-2361.

The SCOE agrees to provide audiological services to DISTRICT or DEPARTMENT as shown in the following paragraphs.

SCOE will pay all costs of audiological services staff, including salary, fringe benefits, and travel costs if any.

DISTRICT or DEPARTMENT will pay for actual students screened by SCOE. Below is an estimate which will be trued up at year end.

	# of	Rate/person	Total \$
Number of regular ed. students screened	3,800.00	\$ 4.85	\$ 18,430.00
Number of non-SDC SH students	10.00	\$ 4.85	\$ 48.50
Number of SDC SH students screened	120.00	\$ 4.85	\$ 582.00
Number of Wheel Chair students	0.00	\$ 9.70	\$ 0.00
<b>TOTAL:</b>	3,930.00		\$ 19,060.50

Acct. #	Amount
01-0000-0-5861-0000-3150-200-0021-XX	\$ 19,060.50
<b>TOTAL:</b>	\$ 19,060.50

**AUDIOLOGIST - EDUCATIONAL SERVICES** Sylvan Union School Distric

**SCOE DEPARTMENTS ONLY**

The SCOE agrees to provide educational audiologist services to DEPARTMENT as shown in the following paragraph. For more information, please contact Tami Cervantes 541-2361.

SCOE will pay all costs of educational audiologist, including salary, fringe benefits, testing supplies and materials, typing of audiological reports and travel costs, if any.

DEPARTMENT will provide accommodations for the educational audiologist to conduct client interview and perform other confidential duties.

---

<b>Days per week</b>	<b>Rate</b>	<b>Total \$</b>
	\$ 24,500.00	\$ 0.00

<b>Acct. #</b>	<b>Amount</b>
<b>TOTAL:</b>	\$ 0.00

**BOARD CERTIFIED BEHAVIOR ANALYST**

The SCOE agrees to provide board certified behavior analyst services to support student behavior plans, consult with staff and provide training as requested to DISTRICT or DEPARTMENT as shown in the following paragraph. For more information, please contact Tricia Kelly at 541-2215.

General Behavior Support may include: Functional Behavior Assessments of students with significant behavior concerns to determine need for specialized supports in both general education and special education. Consultation with teachers and support staff on individualized behavior supports for students requiring behavior support beyond what is offered in the classroom management system in the general education setting. Trainings for staff to review Behavior Intervention Plans (BIP) and strategies, which includes modeling/overlap support of behavior plan implementation with teacher or 1:1 support staff , monitoring the implementation of the BIP, and support with writing behavior goals as well as creation of materials or data sheets to track progress as needed.

SCOE will pay all costs of board certified behavior analyst services, including salary, fringe benefits, testing supplies and materials, behavioral intervention plans as necessary and travel costs, if any.

DISTRICT or DEPARTMENT will provide adequate accommodations for the behavioral intervention care management services to conduct client interviews and perform other confidential duties.

---

Days per week	Rate	Total \$
	\$ 29,900.00	\$ 0.00

Acct. #	Amount
<b>TOTAL:</b>	\$ 0.00

College Awareness Night (CAN) events

**The SCOE agrees to the following services to DISTRICT / Site throughout the term of this agreement:**

1. Coordinate with local CSU and UC Systems, as well as MJC and other public and private colleges, universities, trade and vocational schools
2. Promote the event and advertise with local newspaper and radio stations
3. Provide district with electronic flyers, posters, etc.
4. Coordinate with the site and/or district "leadership" students to work at the event
5. Provide "leadership" students with T shirts and incentives
6. Provide:
  - a. Setup materials
  - b. Printed materials (with district pre-approval) in English and Spanish
  - c. 3 – 5 administrator packets to all other middle and high schools in the county
  - d. 2 – 4 childcare workers with DOJ clearance and activities for the children,
7. Provide district w/ electronic copies of completed sign in sheets
8. Invoice the district / site at the conclusion of the event for the costs identified above

**The DISTRICT agrees to:**

1. Ensure that the date for the event is not in direct conflict with community events
2. Promote the event within the district
3. Provide facilities: large room, break out and child care rooms; seating and tables
4. Provide maintenance, security, and possibly additional lighting & floor covering
5. Provide refreshments
6. Identify 12-15 "leadership" students to work the event
7. Provide on-site technical support and equipment during the event
8. Reimburse SCOE for costs as estimated below

Costs are estimates and depend on DISTRICT enrollment and estimated attendance at the event.

Hosting site	999 students	1000+ students
Childcare	\$1,000	\$1,500
Custodial Services	\$ 250	\$ 500
Graphics	\$1,000	\$3,000
Refreshments	\$ 250	\$ 500
Rentals (chairs, tables, lights, sound equipment)	\$ 250	\$ 750
Student incentives (gift cards for Leadership students to work the event)	\$ 250	\$ 350
<b>Totals</b>	<b>\$3,000</b>	<b>\$6,600</b>

## **ARCHES**

**The SCOE agrees to provide the following services to DISTRICT / Site throughout the term of this agreement:**

1. Facilitate quarterly Regional Collaborative meetings
2. Coordinate with and liaise between the district, site, and local colleges to ensure college student tutoring, analysis of student data, materials and supplies and a completion ceremony for summer programs

**District / site agree to:**

1. Attend quarterly Regional Collaborative meetings to share best practices and challenges
2. If participating in ARCHES Summer programs:
  - a. Coordinate regarding college student tutors
  - b. Provide student data to SCOE at designated times
  - c. Coordinate regarding completion ceremonies and college campus tours for students and parents

## **6 Cups to College – Mentor Program**

**The SCOE agrees to provide the following services to DISTRICT / Site throughout the term of this agreement:**

1. Coordinate the program, provide trainings, and facilitate DOJ clearance process and TB Risk Assessment for mentors & invoice district for costs as needed
2. Promote and present information to students and staff interested in the program
3. Facilitate placement of Stanislaus State Counselor advising intern to assist mentors & invoice districts for costs
4. Facilitate the mentor mentee matching process
5. Provide mentor and mentee materials & invoice districts / sites
6. Send monthly electronic updates-reminders to mentors, mentees, and school site coordinators
7. Provide Stan Futures scholarship workshops for schools that are part of the Stanislaus Futures grant
8. Provide workshops: college search by major, college application, financial aid application, scholarship search and application, college/scholarship essay writing, career exploration

**The District / site agrees to:**

1. Promote the program, including recruiting mentors and eligible student participants
2. Identify students at the end of the school year to participate the following year
3. Work with SCOE staff regarding mentor mentee matches
4. Schedule SCOE workshops and trainings
5. Reimburse SCOE for DOJ clearance and TB Risk Assessment costs for all new mentors
6. Reimburse SCOE for materials for mentors and mentees related to the program
7. Reimburse SCOE for Counseling interns shared between all sites participating

**Additional workshops and training:**

**College Planning**

- College exploration
- College majors linked to career path
- College application process
- Financial aid advising
- FAFSA / Dream Act / Cal-Grant workshops for students and parents
- Staff training

**Career Planning**

- Career Assessment and exploration
- Education requirements linked to career path
- Resume building
- Interview skills
- Job search
- Staff training

	½ day or less per staff	Full day per staff
15 or fewer participants	\$350	\$750
16 or more participants	\$350 + materials	\$750 + materials
For travel outside the county	\$500 + per diem and travel expenses	\$1000 + per diem and travel expenses

Acct. #	Amount
<b>TOTAL:</b>	\$ 0.00

## COMMUNITY SCHOOL SERVICES

The SCOE and DISTRICT are mutually interested in ensuring that educational opportunities are provided for all students in Stanislaus County. In order to avoid any disruption of services related to the transfer of students to SCOE’s Alternative, Community, and Correctional Education schools and Services, SCOE agrees to provide Community School services to DISTRICT under the provisions of the terms of this agreement:

1. DISTRICT students will have access to the SCOE community school programs upon referral from the DISTRICT.
2. DISTRICT agrees to provide a DISTRICT initiated “SCOE Referral Form” for each student the DISTRICT refers to the SCOE Community School program.
3. DISTRICT shall use the “SCOE Referral Form” when referring students to SCOE under sections 1981(a), (b), and (d) of the California Education Code even when not expressly required by said code.
4. SCOE is required to report ADA earned by E.C. 1981 (a), (b), (d) students under the district of residence of said student. In the case of homeless students, the district of residence is the last district to provide educational services to said student, if known. If not known, the school district with the largest average daily attendance in the county that serves the grade level in which the homeless child would be enrolled is the District of Residence.
5. SCOE, in accordance with the Local Control Funding Formula, shall calculate the LCFF Transfer Rate by grade span using the latest LCFF data elements and exhibits published by CDE. Elements include but are not limited to COLA, GAP %, DISTRICT Unduplicated Pupil Count, Supplemental and Concentration percentage figures. Initial rates will be calculated using the SCOE FCMAT Calculator Local Tab 1. Final rates will use official CDE posted calculations at each apportionment certification.
6. DISTRICT agrees to the automated fund transfer of this LCFF rate generated under paragraph 5 using the automated transfer mechanism as developed by CDE.
7. The SCOE shall provide the DISTRICT with attendance reports showing the average daily attendance (ADA) for all referred students at each attendance certification period and CalPads Unduplicated Figures at the CalPads Recertification period.

Acct. #

## EARLY CHILDHOOD EDUCATION COURSE DESCRIPTIONS

- ASQ/ASQ-SE Ages and Stages Questionnaires Training** – This training provides information about the assessment, how it’s used, and how it provides developmental screening for children between birth and age six. Designed to pinpoint developmental progress and catch delays in young children.
- Ages and Stages Questionnaires- Social Emotional Training** – This presentation provides staff with knowledge of the assessment and how to use the assessment to determine a child’s progress in the domain of social emotional development. Trainers may include information about how to talk to parents and resources available depending on the length of the training.
- CA-CSEFEL California Collaborative on the Social Emotional Foundations for Early Learning**  
This comprehensive approach to promoting social-emotional competence is designed to help educators address challenging behaviors in children and develop safe and nurturing environments for all children. This training is taught in a series of five full day trainings. This training requires that program administration also participate in the teaching pyramid leadership meetings (6/year). Contact dept. for more information on the teaching pyramid course.
- CSEFEL Coaching** - 2 hour visits monthly, 1 hour observation and 1 hour coaching focused on the teaching pyramid modules.
- CLASS Classroom Assessment Scoring System Overview Training** – This short 1 hour training provides basic information about the CLASS tool and how it measures the quality of teacher child interactions.
- Classroom Assessment Scoring System Reliability Training** – This intensive training covers each dimension in the tool thoroughly explaining the difference between a dimension and a domain. The participant will be eligible to complete the certification test after the completion of this training. 1.5 days of training for the infant tool; 2 days of training for the toddler tool; 3 days of training for the Pre-K tool.
- PreK CLASS PreK Class Group Coaching (MMCI) - Making the Most of Classroom Interactions** - Can be taught as 12 (2 hour) sessions or as 6 (4 hour) sessions. Provides thoughtful discussion after viewing teachstone video one dimension at a time.

## EARLY CHILDHOOD EDUCATION COURSE DESCRIPTIONS CON'T

**DRDP**      **Desired Results Developmental Profile (2015) Teacher Training** – This full day training provides an overview of the DRDP format, the use of documentation and evidence to rate measures, and the importance of inter-rater reliability. Hands-on practice with sample portfolios is provided.

**Desired Results Developmental Profile (2015) Meaningful Observations Training** – This training delves into the purpose of observation, observing and collecting evidence, organizing an observation system, and the importance of reviewing and reflecting on documentation before completing the rating. This is a full day training.

**ERS**      **Early Childhood Environment Rating Scale (ECERS)** – This training can be personalized for your particular needs. It can be provided as an overview of the entire preschool tool, or can focus on two or three areas of the environment. Provides support to sites that need to complete their “Summary of Findings” for CDE.

**Infant/Toddler Environment Rating Scale (ITERS)** - This training can be personalized for your particular needs. It can be provided as an overview of the entire infant/toddler tool, or can focus on two or three areas of the environment. Provides support to sites that need to complete their “Summary of Findings” for CDE.

**PITC**      **Program for Infant Toddler Caregivers** - Taught from the four PITC Modules, this training can be customized to provide support in specific areas of the classroom. The goal of PITC training is to help infant/toddler care teachers recognize the crucial importance of giving tender, loving care and assisting in the infants' intellectual development through an attentive reading of each child's cues.

**Family Child Care Environment Rating Scale (FCCERS)**

**Strengthening The Strengthening Families Framework** – This training is a research-informed approach to increase family strengths, enhance child development, and reduce the likelihood of child abuse and neglect. Focusing on the five universal family strengths identified in the Strengthening Families Protective Factors Framework, early childhood educators can better engage, support, and partner with parents in order to achieve the best outcomes for children.

**Using Books to Infuse Engineering into the Pre-K Classroom** – This training encourages teachers to use children’s books to create projects in their classrooms that allow for the basic engineering concept of Think, Build, Try, Revise, Share.

**Loose Parts: Creating a Maker Space** – The popular maker space idea is built on loose parts. In this training staff will be challenged to think about how they can incorporate an open ended area in their classrooms. Loose Parts ideas will be shared and teachers able to walk away ready to implement on Monday morning.

**Coding Skills for Preschoolers** – Coding is the way of the future! Staff will be ready to share with young children the basic concepts of patterns in coding and how pictures have meaning all in a play-based approach that is developmentally appropriate.

**Math in the Preschool Classroom: It’s More than 1+1=2** – Not everyone loves math, but we can still share math skills with young children. Staff will learn fun ways to incorporate math terms like subitize and one to one correspondence into their lesson plans.

**Technology in the Preschool Classroom Moving Beyond Tablets and Computers** - Staff will be inspired to use technology in appropriate and interesting ways in the classroom as they tinker with a variety of technology components. Preschool staff will learn how to use current technology to enhance their curriculum.

**Your Inner Wacky Scientist** – What science activities are appropriate for preschool children beyond sink and float? This training will provide activity ideas, enhance vocabulary, and prompt teaching staff to ask thought provoking questions to the young scientists in their classroom.

Acct. #

The SCOE agrees to provide school information systems to DISTRICT as shown in the following paragraphs. SCOE shall provide to DISTRICT those usual and customary electronic data processing support services necessary to support the services specified in the basic agreement. Services shall include the following:

1. Technical support:
  - a. QSS/Oasis System includes: Payroll, Retirement, Finance, Requisition Routing, Purchase Orders, Accounts Payable, Accounts Receivable, Human Resources, Position Control, Benefits Management, Absence Tracking, Fixed Assets, Stores, Invoicing & Billing Management (IBM) and Employee Self-Service (ESS Online)
  - b. Laserfiche Business Management System
2. Hosted virtual servers
3. Printing of payroll warrants
4. Printing of general expense warrants
5. Printing of W-2s/1099s
6. Use of computer programs available on July 1 of the fiscal year of this Agreement, or made available during the fiscal year of this agreement
7. Training to DISTRICT personnel by SCOE staff specific to the software systems in use under this section of the Agreement
8. Reserving prior agreed to amounts for future replacement
9. Access to digital files using Laserfiche business management system
10. Utilize the functionality of Laserfiche and workflow via client/web based access. This does not include scanning and/or indexing services. For scanning/indexing services, contact the SCOE Graphics Department

DISTRICT shall pay for all staff needed for data entry, retrieval, and the printing of reports/forms at the local level. DISTRICT shall also provide its own printer supplies, paper, and maintenance agreements on equipment owned by DISTRICT

DISTRICT shall pay the cost of printing all special forms, including but not limited to, report cards, purchase orders and personnel records. SCOE shall pay for the cost and printing of payroll and general expense warrants and reports related to payroll and general expense warrant processing when electronic forms of the reports are not available. Payroll reports are automatically stored in Laserfiche

DISTRICT shall update and maintain employee data in the SCOE Website Directory. Employee data includes: First Name, Last Name, Department, District, School, Division, Work Email, Work Phone Number and Route number.

Nothing in this Agreement shall prohibit two or more districts from joining together to share in the costs of peripheral equipment, data entry and retrieval or printing.

SCOE shall provide DISTRICT with the services specified in the basic agreement.

If DISTRICT should request support services in addition to those usual and customary services referred to in this Agreement, including custom programming, DISTRICT shall pay an additional amount for said additional service at actual cost to SCOE, plus an overhead charge of 9.8% of the cost of the requested additional services.

If DISTRICT requests SCOE to provide services which would normally be provided by DISTRICT, DISTRICT shall be required to pay an additional amount for said additional services at actual cost to SCOE, plus an overhead charge of 9.8% of the cost of the requested additional service. See attached schedule for schedule of rates.

Acct. #	Amount
01-0000-0-5863-0000-7700-200-2032-XX	\$ 93,000.00
<b>Total</b>	\$ 93,000.00

**INFORMATION SYSTEMS TRANSFER  
TO FUND OPERATING COSTS AND FUTURE REPLACEMENT  
FISCAL YEAR 2020-21**

District	2018-19 Actual General Fund Operating Expenditures	Pro-Rated District Share	Replacement Reserve Contribution	Operating Costs	2020-21 Transfer
Ceres	173,704,729.10	8.9030056%	\$12,465	\$166,613	\$179,078
Chatom	7,419,737.66	0.3802888%	\$532	\$7,117	\$7,649
Denair	17,188,724.86	0.8809853%	\$1,233	\$16,487	\$17,720
Empire	35,297,544.50	1.8091288%	\$2,533	\$33,857	\$36,390
Gratton	1,636,124.11	0.0838574%	\$117	\$1,569	\$1,686
Hart Ransom	8,433,211.56	0.4322331%	\$605	\$8,089	\$8,694
Hickman	10,218,055.77	0.5237129%	\$733	\$9,801	\$10,534
Hughson	22,968,682.61	1.1772294%	\$1,648	\$22,031	\$23,679
Keyes	10,112,518.51	0.5183037%	\$726	\$9,700	\$10,426
Knights Ferry	1,513,814.34	0.0775885%	\$109	\$1,452	\$1,561
Newman	42,099,036.89	2.1577303%	\$3,021	\$40,380	\$43,401
Oakdale	58,030,092.72	2.9742555%	\$4,164	\$55,661	\$59,825
Paradise	2,317,617.94	0.1187864%	\$166	\$2,223	\$2,389
Patterson	80,806,774.87	4.1416441%	\$5,798	\$77,508	\$83,306
Riverbank	37,701,602.34	1.9323456%	\$2,705	\$36,162	\$38,867
Roberts Ferry	1,933,911.12	0.0991201%	\$139	\$1,855	\$1,994
Salida	28,728,883.62	1.4724608%	\$2,061	\$27,556	\$29,617
Shiloh	2,017,097.46	0.1033837%	\$145	\$1,935	\$2,080
Stanislaus	41,698,430.64	2.1371978%	\$2,992	\$39,996	\$42,988
Sylvan	90,209,283.68	4.6235572%	\$6,473	\$86,527	\$93,000
Turlock	176,753,043.63	9.0592429%	\$12,683	\$169,537	\$182,220
Valley Home	2,006,828.71	0.1028573%	\$144	\$1,925	\$2,069
Waterford	25,190,089.40	1.2910846%	\$1,808	\$24,162	\$25,970
District Total	\$877,985,836.04	45.0000000%	\$63,000	\$842,143	\$905,143
Stanislaus COE	n/a	55.0000000%	\$77,000	\$1,029,285	\$1,106,285
Total	n/a	100.0000000%	\$140,000	\$1,871,428	\$2,011,428

**Notes**

Interest does not accrue to these accounts

Differences from above transfer amounts may differ due to rounding.

Projected Future Replacement Reserve	\$140,000
Operating Increase Return to agreement 5%	1,871,428.00

## LEARNING TO LEAD CONTINUUM PROGRAMS ADMINISTRATOR INDUCTION

Stanislaus County Office of Education, hereinafter called Program, is providing an Administrator Induction Program for its districts. Districts may utilize the Program by allowing their newly hired administrators to attend the Program and their administrative employees to serve as Lead Coaches. As such, the District has certain responsibilities with regard to the effective implementation of the Program and the Program's ability to recommend Candidates for a Clear Administrative Services Credential.

### District Agrees to:

1. Designate a District Coordinator (DC) to serve as a liaison between the District and the Program and to serve as the district signatory in decision-making.
2. Identify and communicate with eligible administrative Candidates at the point of hire that an approved Administrator Induction Program is available to them and that the Candidates may complete the two-year Program to be recommended for the Clear Administrative Services Credential through SCOE.
3. Provide Program information and deadlines so that Candidates may apply for admission to the Program during the first months of their first academic year serving in an administrative position as per state guidelines.
4. Provide the Candidates access to Program events and support, including collaboration time with the Candidate's Lead Coach, for completion of the Program requirements within two years.
5. Provide the Candidates access to leadership opportunities in their administrative duties that are consistent with minimum requirements set forth by state guidelines for Clear Administrative Service Credential applicants.
6. Designate district option(s) for the Lead Coach assigned to its current Candidates:
  - a) a Lead Coach from the Program's pool of Lead Coaches
  - b) a current, District-employed administrator as Lead Coach
  - c) a retired, previously district-employed administrator as Lead Coach
7. If the District successfully implements option b) or c), then the SCOE Administrator Induction tuition for the referenced candidates will be reduced from \$3,500 per year to \$1,500 per year. In this case the District will serve as the employer of the Lead Coach and will determine how compensation will be managed.
8. If the District chooses options b) or c), then it must identify and verify eligibility of Lead Coach (as stated in the Lead Coach MOU) in a timely manner such that the Lead Coach can attend and successfully complete the full-day Coach training before the Candidate and Lead Coach are paired prior to the IIP Drafting event.

9. If the District chooses to use a currently-employed Lead Coach, the following will apply.  
Lead Coaches will:
  - a. be limited to one (1) Candidate
  - b. not be in a position to formally evaluate or have direct influence over the hiring/firing of the Candidate
  - c. be available to attend Program events and spend time with the Candidate in order to complete Program requirements in a timely manner
  
10. If the District chooses to use currently-employed or previously district-employed Lead Coaches, then the following will apply.  
Lead Coaches must:
  - a. have or had experience in an administrative position as similar as possible to that of the Candidate
  - b. have geographic proximity (reasonable and feasible) to the Candidate
  - c. have completed a minimum of 5 years of successful administrative work
  - d. hold a current Clear Administrative Services Credential
  - e. have served as an administrator during the Standards and Accountability era (post 1997)
  - f. had experience serving in a Coaching role either formally or informally
  - g. demonstrate 'ease of interaction' with the Candidate in the working context and inter-personal relationship
  
11. The district affirms that Lead Coaches are under contract with the Program to:
  - a. support the Candidate beginning and completing the Program within the 2 year timeframe
  - b. attend the required sessions structured within the Program
  - c. successfully complete the full day Lead Coach training at the start of the year plus an additional ½ day follow-up session later in the year
  - d. submit Program-required documents in a timely manner
  - e. submit contact logs monthly that meet or exceed program requirements
  - f. maintain a professional working relationship with the Candidate(s) during the two year Program
  - g. participate in the Program evaluation through (a) responding to Program and state requests for evaluation of the Program through the annual survey, and (b) ensuring representation at the Unit Accreditation visits (every seven years) and responding to surveys and questionnaires
  
12. The district understands and agrees that the Program assesses the quality of services provided by Lead Coaches using multiple sources including information from Candidates.
  - a. The Program provides formative feedback to Lead Coaches on their work and will retain only those that are successful
  - b. If a mismatch occurs between the Lead Coach and the Candidate, protocols within the Program will be followed that may lead to removal of the Lead Coach and assignment of a new Lead Coach to the Candidate
  - c. Removal of a Lead Coach either from the program's pool of Lead Coaches or from support of a particular candidate may be an option and will be done at the Programs discretion
  - d. Removal of a District-provided Lead Coach will reinstate the full annual tuition rate of \$3,500 for the full or partial year(s) in which the Lead Coach is removed

13. The district will be given an opportunity to evaluate, to give input, or request a change of Lead Coach assigned to the Candidate.
14. The district will ***choose one option*** below regarding the establishment of tuition protocols for SCOE's Induction Programs
- Our district will be paying the SCOE Administrator Induction tuition for all participating candidates (\$3,500 per year or \$7,000 for the two year program - or \$1,500 per year or \$3,000 for the two year program if the District successfully implements option 6b or 6c above).
  - Our district will be paying the SCOE Administrator Induction tuition for all participating candidates, and will be seeking full or partial reimbursement from the participating candidates.
  - Our district candidates are responsible for 100% of the SCOE Administrator Induction program tuition.
  - Our district will be paying 50 % of the SCOE Administrator Induction tuition.
  - Our district will be paying \$\_\_\_\_\_ of the SCOE Administrator Induction tuition.

Acct. #	Cost Per Candidate	Est # Candidates	Amount
01-0654-0-5809-0000-2700-200-2215-XX	\$ 3,500.00	2.00	\$ 7,000.00
	\$ 3,500.00		\$ 0.00
	\$ 3,500.00		\$ 0.00
	\$ 3,500.00		\$ 0.00
	\$ 3,500.00		\$ 0.00
<b>TOTAL:</b>		2.00	\$ 7,000.00

Acct. #	Cost Per Candidate	Est # Candidates	Amount
	\$ 1,500.00		\$ 0.00
	\$ 1,500.00		\$ 0.00
	\$ 1,500.00		\$ 0.00
	\$ 1,500.00		\$ 0.00
	\$ 1,500.00		\$ 0.00
<b>TOTAL:</b>		0.00	\$ 0.00

## LEARNING TO TEACH CONTINUUM PROGRAMS TEACHER INDUCTION

Districts utilizing the Stanislaus COE Learning to Teach Continuum Programs (GenEd Induction and SpEd Induction) are co-sponsors of the programs and, as such, have certain responsibilities in regards to the effective implementation of these programs and their ability to recommend candidates for the appropriate professional clear credential. Submission of the master agreement indicates that the district has agreed to the conditions below and will act as co-sponsors until such time as either the district or the programs terminate the agreement in writing.

### District responsibilities include:

1. Designating a primary contact person from the district to the program to serve as a District Coordinator (DC) and designating a Lead Mentor according to specified program criteria. One person may hold both titles or a consortium of small districts may designate one District Coordinator and Lead Mentor to serve several small districts.
2. Pairing candidates with qualified mentors according to program-specified ratios (no more than three for a full-time teacher mentor, no more than twenty-three for a full-time released mentor with commensurate ratios for part-time teacher mentors) taking into consideration like credential, grade or content expertise, geographic proximity, and school schedules. **The pairing will be completed within 30 days of the start of the teaching contract.** Please see document titled *Mentor Responsibilities* for detailed mentor qualifications.
3. Identifying eligible candidates to the program leadership prior to their participation in induction.
4. Providing representation at ***all*** Advisory Council meetings to receive pertinent program information.
5. Communicating with eligible candidates at point of hire that they must enroll in an approved induction program within 30 days of the start of the teaching contract and that they must complete a two-year induction program to be recommended for a professional clear credential.
6. Informing candidate(s) of any financial responsibility at point of hire.
7. Informing eligible candidates in writing of the completion requirements of the SCOE Induction Program.
8. Providing eligible candidates with information regarding dates of induction events.
9. Selecting and providing stipends to suitable mentors from within or without of district for candidates according to specified criteria. Contact program staff for names of suitable out of district mentors if needed.

10. Ensuring candidates teach in a context using state adopted academic standards.
11. Sending site administrators (who have candidates on site) to attend one half day Administrators' Academy Breakfast.
12. Support candidates and mentors in scheduling and holding a TRIAD CONVERSATION with site administration BEFORE attending an Orientation.
13. Ensuring candidate attendance at an Orientation in order to develop the ILP **within 60 days** of the start of school. If a candidate is a late hire and cannot attend the last Orientation date, the district must provide "just in time" support for that teacher until enrollment in induction the following school year.
14. Providing substitute release time for:
  - Candidates to attend required events and ensure that they have the opportunity to complete the induction program's requirements for the recommendation for a professional clear credential.
  - Mentors to attend required events, complete observations and complete the plan, teach, reflect, apply cycle with candidates.
  - Both mentors and candidates to observe colleagues and peers.
15. Ensuring that every candidate in his or her first year, on site or in the district, is provided with an orientation for new teachers that includes policies, procedures, and site resources. Candidates must be provided information regarding:
  - Accident prevention strategies on site
  - School's crisis response plan (including procedures for responding to emergency health situations, procedures for contacting staff identified as first aid and CPR certified, and any conflict resolution strategies or techniques for defusing potentially violent situations)
  - School policies regarding accessing health and mental health resources
  - Adopted health curriculum
  - State and local policy regarding permitted health topics, family life and sex education, and procedures for notifying parents, and parents' rights regarding instruction in health
  - State and federal reporting requirements relating to child abuse and neglect
  - Guidelines for accessing and using outside speakers
  - Adopted instructional program for the teaching and support of English language learners
  - Referring students for special education services
  - District retention and promotion policies
16. Providing candidates with student data from various sources to be used for the plan, teach, reflect, apply cycle.

17. Recognizing that work done in induction, including the ILP and CGE, is for professional growth and development of the candidate and not for evaluation for employment purposes.
18. Providing support to mentors so that they may provide both “just in time” support and longer term analysis of teaching practice to help candidates develop enduring professional skills.
19. Ensuring dedicated time for regular mentor and candidate interactions; no less than one (1) hour per week on average of individualized support/mentoring as required by program standards.
20. Assessing or responding to information about the success of the pairing and having a plan for reassignment, if necessary. Candidates will have input regarding the pairing and the district will retain only those mentors who are successful. Districts will need to reassign candidates to a new mentor if requested by the program.
21. Ensuring district representation for accreditation interviews (every seven years), and responding to surveys and questionnaires for the purpose of determining program effectiveness.
22. Ensuring district representation at the Read event:
  - Districts are responsible for providing one reader for every four candidates enrolled in the program.
  - Districts that have less than four candidates in the program must provide at least one reader.

The DISTRICT will choose one option below regarding the establishment of tuition protocols for SCOE's Induction Programs. Full annual tuition will be journaled in January of each year.

- a.  Our district will be paying the SCOE Induction tuition for all candidates.
- b.  Our district will be paying the SCOE Induction tuition for all candidates, and will be seeking full or partial reimbursement from the candidates.

Financial responsibilities for candidates who drop or withdraw will be handled on a case by case basis.

Acct. #	Cost Per Candidate	Est # Candidates	Amount
01-0654-0-5809-1110-1000-200-2216-XX	\$ 3,000.00	19.00	\$ 57,000.00
01-0654-0-5809-5770-1110-200-2216-XX	\$ 3,000.00	1.00	\$ 3,000.00
01-0654-0-5809-5750-1110-200-2216-XX	\$ 3,000.00	5.00	\$ 15,000.00
01-0654-0-5809-5730-1110-200-2216-XX	\$ 3,000.00	1.00	\$ 3,000.00
01-0654-0-5809-5770-1120-200-2216-XX	\$ 3,000.00	1.00	\$ 3,000.00
<b>TOTAL:</b>		27.00	\$ 81,000.00

## LEGAL SERVICES Sylan Union School District

The SCOE agrees to supply legal services to DISTRICT as shown in the following paragraphs.

SCOE shall provide legal services to DISTRICT through the placement of an attorney from the education law firm of Atkinson, Andelson, Loya, Ruud & Romo ("Law Firm") at SCOE for not less than one day per week. Attorney office hours will normally be all day Tuesday, although DISTRICT can contact attorney on any day for services at no additional charge. Normally, the attorney staffing the office shall be either Chesley ("Chet") Quaide or Mike Davis.

DISTRICT agrees that legal services provided pursuant to this Agreement are basic services. The fee for said basic services is \$10.98 per Agreement Year Actual P-2 ADA, which include the following:

1. Reviewing and advising regarding contracts and drafting simple contracts where appropriate.
2. Providing up to six (6) workshops per year on requested topics.
3. Advice on student and personnel matters to the point of significant work being required focusing on an individual (significant work is drafting language, investigation, preparing pleadings, etc).
4. Telephone advice, other than on the subject of specific labor negotiations. This service includes calls for member districts to attorneys at the attorney's office on days when the attorney is not on site.
5. Preparation of written opinions by the attorneys who staff the Office as identified above. In response to a request for an opinion (other than on questions which are basically labor negotiation issues).
6. SCOE overhead costs for housing attorney.

The basic level of services shall not include:

1. Conduct labor negotiations.
2. Representation in hearings, whether court, unfair practice charges, arbitration, layoffs, employee or student discipline, or other forms of representation.
3. Highly specialized areas of law, which include but are not limited to bankruptcy, intellectual property, CEQA, financing and tax and bond counsel work.
4. Legal matters other than those included in basic legal services above.
5. Special education or facilities and land use legal services other than telephone advice.
6. Appearances at school board meetings.
7. Services, other than telephone advice, where the attorney providing the service is a specialist other than the attorneys who normally staff the office at SCOE as identified above.

In addition to the above referenced basic services, additional legal services will be billed to DISTRICT at the rate of \$300 per hour for senior partners, \$280 per hour for partners or senior associates, \$255 per hour for associates or paralegals providing investigatory services, and \$170 per hour for other services provided by paralegals or legal assistants, plus expenses. Office overhead fees do not apply to these costs.

**Fee Arrangements for Specialized Legal Services:**

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the DISTRICT agrees to pay 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 by the Law Firm.

**Fixed Fee Services:**

The services listed in Exhibit A shall be performed by Attorney for the fixed fees described therein during 2020-2021.

**Costs and Expenses:**

In addition to the fees described above, DISTRICT agrees to pay five percent (5%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the Consortium. This administrative fee is in lieu of the Law Firm charging DISTRICT for telephone charges (\$.07 per minute), incoming and outgoing faxes (\$2.00 per page), photocopies (\$.20 per page), mailing fees, messenger services, computer database (e.g., Westlaw) searches (billed at vendor's standard retail rate), word processing (\$40.00 per hour), and travel expenses including mileage at IRS rate, parking, meals, and lodging (excluding airfare).

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of DISTRICT are not included in the administrative fee and are charged separately. These include, but are not limited to; deposition and court reported fees, transcripts costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of DISTRICT; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of DISTRICT with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000 or less.

If the Law Firm retains, with authorization from DISTRICT, experts or outside consultants for the benefit of DISTRICT, rather than DISTRICT contracting directly with any expert or outside consultant, the DISTRICT agrees to pay a five percent (5%) "consultant processing fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of DISTRICT. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set below.

**Billing Practices:**

A detailed description of the work performed and the costs and expenses 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 DISTRICT on or about the 15<sup>th</sup> of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from DISTRICT by the 10<sup>th</sup> of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of 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 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.

The Law Firm shall bill in one-quarter hour increments.

Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour).

The Law Firm may charge the full hourly rate to more than one client for services provided during the same time period. Examples include, but are not limited to: (a) providing telephone advice to a client while traveling in connection with representing another client, (b) providing written email advice to a DISTRICT while representing another client in labor negotiations.

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 DISTRICT's receipt thereof shall be deemed to signify DISTRICT's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

**Termination of Representation on a Particular Matter:**

The Law Firm reserves the right to discontinue the performance of legal services on behalf of DISTRICT on a particular matter upon the occurrence of any one or more of the following events:

Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

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 the performance of legal services;

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 the performance of legal services;

Upon a failure of DISTRICT to perform any of DISTRICT's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;

Upon a failure of DISTRICT to perform any of DISTRICT's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of DISTRICT.

In the event that the Law Firm ceases to perform services for DISTRICT on a matter, DISTRICT agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advance, and retrieve all of its files, signing a receipt therefor. Further, DISTRICT agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, DISTRICT will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

**Consent to Joint Representation:**

DISTRICT acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more DISTRICTS. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. DISTRICT acknowledges that it is often in the best interest of 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 DISTRICT hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

**Client Cooperation:**

The Consortium agrees to fully cooperate with the Law Firm in connection with the Law Firm’s representation of DISTRICT, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent DISTRICT.

**Services Performed by Law Firm-provided Non-legal Consultants:**

The Law Firm has an affiliation with non-legal consultants who are available to provide services 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, leadership coaching, board/superintendent relations and best practices, and interim management placement.

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

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

**Binding Arbitration:**

DISTRICT agrees that all disputes which arise between DISTRICT and 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.

**Miscellaneous:**

The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

	# ADA	Rate/ADA	Acct. #	Total \$
Estimated P-2 ADA of		\$ 10.98		\$ 0.00
Estimated P-2 Charter Schools ADA		\$ 10.98		\$ 0.00
<b>TOTAL:</b>	0.00			\$ 0.00

## LEGAL SERVICES EXHIBIT A

### FIXED FEE SERVICES

1.	1 full day of training (up to 8 hours)	\$4,500.00
2.	½ day of training (up to 4 hours)	\$3,250.00
3.	2 hour training	\$2,500.00
4.	1 hour training	\$1,500.00
5.	Architect's Agreement	\$500.00
6.	Front-end Bid Documents for School Construction Project	\$1,000.00
7.	Disability Accommodation Forms and Policies	\$500.00
8.	Student Expulsion Forms Packet	\$1,000.00

## MAIL HANDLING & DELIVERY SERVICES Sylvan Union School District

The SCOE agrees to supply mail handling and delivery services to DISTRICT/DEPARTMENT per the schedules below.

<b>DELIVERY DAYS</b>	
One delivery per week per site	\$465
Additional delivery day to same address per week add per day	\$205
Example: School site receives one delivery per week	\$465
Example: District/SCOE receives three deliveries per week	\$465+\$205+\$205=\$875
Mail for several sites delivered to one location	\$465+\$205+\$205=\$875 <i>Plus choice of sort option below</i>
<b>UNSORTED:</b> Each additional site included in the delivery (Unsorted means that mail will not be presorted and bundled by site)	\$205 per site

For questions and clarifications, please contact us at 238-6930.

**Option 1: Delivery to D.O. and School Sites**

	Days/ Sites	Rate	Total \$
To D.O. one delivery day per week		465.00	0.00
Additional day(s) to D.O.		205.00	0.00
Number of school sites		465.00	0.00
<b>TOTAL:</b>			<b>\$ 0.00</b>

**Option 2: All district mail delivered to one site**

	Days/ Sites	Rate	Total \$
To D.O. one delivery day per week	1.00	465.00	465.00
Additional day(s) to D.O.	1.00	205.00	205.00
Number of school sites	13.00	205.00	2,665.00
<b>TOTAL:</b>			<b>\$ 3,335.00</b>

Acct. #	Amount
01-0000-0-5866-0000-7200-200-2034-XX	3,335.00
<b>TOTAL:</b>	<b>3,335.00</b>

**Multimedia Services Membership**  
**(California Streaming, CalSNAP and other related Services)**  
**Instructional Support Services**

**The Stanislaus County Office of Education, hereinafter referred to as SCOE, agrees to:**

- Supply multimedia services membership and online media.
- Maintain a collection of instructional media resources, correlated to the state standards, contents of which shall be available online.
- Provide consultant assistance/workshops on a fee for service basis through Instructional Support Services. Sample topics may include but are not limited to: how to use California Streaming and/or CalSNAP, techniques for using video effectively in the classroom and use of standards alignments in selecting titles.
- Purchase license rights to allow the use of online instructional video-streaming programming which support the California Common Core State Standards.
- Provide multimedia services membership to those programs that generate district and charter school average daily attendance (ADA).

**The District agrees to:**

- Provide a designated contact to act as a liaison and assist with account management.
- Adhere to/enforce the terms of use agreements on the CalSNAP/California Streaming websites.
- Adhere to/enforce duplication, access and copyright compliance:
  - Under no circumstances is the instructional media to be copied by any process known or unknown at this time.
  - Members shall not charge an admission fee for viewing any of the instructional media provided.
  - All licensed media have specific terms and conditions for download, duplication, and retention.
  - To maintain copyright compliance when membership is not renewed, a "Certification of Erasure" of all media duplicated or downloaded during a membership period will need to be signed by an authorized contact.

**Multimedia Services Membership:**

CalSNAP Online Search with CaliforniaStreaming.org and open resources: unlimited use of California Streaming titles to all schools. Student/home accounts available upon request.

**\$1.75 per student for individual schools or partial district enrollment**

	# ADA	Rate	Acct. #	Total \$
Estimated Total ADA:	7,857.00	1.75	01-0000-5860-0000-2420-200-0022-XX	13,749.75
		1.75		0.00
		1.75		0.00
<b>TOTAL:</b>	7,857.00			13,749.75

**SCHOOL NURSE SERVICES** Sylvan Union School District

The SCOE agrees to provide School Nurse services to DISTRICT or DEPARTMENT as shown in the following paragraphs. For more information, please contact Tami Cervantes at 541-2361.

SCOE will pay all costs of School Nurse, including salary, fringe, benefits, and travel costs, if any.

DISTRICT or DEPARTMENT will pay costs of (1) first aid materials and supplies and (2) other supplies and materials used by the nurse in fulfillment of responsibilities for DISTRICT or DEPARTMENT.

---

Days per week	Rate	Total \$
	\$ 27,000.00	\$ 0.00

Acct. #	Amount
<b>TOTAL:</b>	\$ 0.00

At this time, this service is for districts with existing contracts only. All others interested, please contact Tami Cervantes for more information.

**THIS PAGE FOR SCOE DEPARTMENTS ONLY**

**NURSING SERVICES** Sylvan Union School District

SCOE agrees to provide Registered Nurse services or LVN services to DEPARTMENT as shown in the following paragraphs. For more information, please contact Tami Cervantes at 547-2361.

SCOE will pay all costs of nurse, including salary, fringe benefits, and travel costs, if any.

DEPARTMENT will pay costs of (1) first aid materials and supplies and (2) other supplies and materials used by the nurse in fulfillment of responsibilities for DEPARTMENT.

---

**REGISTERED NURSE SERVICES – SCOE ONLY**

Days per week	Rate	Total \$
	\$ 20,000.00	\$ 0.00

Acct. #	Amount
<b>TOTAL:</b>	\$ 0.00

---

**LVN SERVICES – SCOE ONLY**

Days per week	Rate	Total \$
	\$ 17,000.00	\$ 0.00

Acct. #	Amount
<b>TOTAL:</b>	\$ 0.00

## SCHOOL PSYCHOLOGIST SERVICES Sylvan Union School District

SCOE agrees to provide school psychologist services to DISTRICT or DEPARTMENT as shown in the following paragraph. For more information, please contact Sarah Grantano at 541-2216.

SCOE will pay all costs of school psychologist, including salary, fringe benefits, testing supplies and materials, typing of psychological reports and travel costs, if any.

DISTRICT or DEPARTMENT will provide adequate accommodations for the School Psychologist to conduct client interviews and perform other confidential duties.

	Days	Rate	Total \$
Annual Service: Specify Days per week		\$ 28,850.00	\$ 0.00
Add'l Single Use Days		\$ 800.00	\$ 0.00

Acct. #	Amount
<b>TOTAL:</b>	\$ 0.00

## **STUDENT WELLNESS AND SCHOOL SAFETY** Sylvan Union School Distri

The SCOE will provide trainings to support student wellness and school safety efforts according to the paragraphs below.

SCOE can provide all necessary equipment, upon advance request, if room does not have a system that meets the needs of the training.

SCOE will pay for all costs of trainers, including salary, fringe benefits, and travel costs, if any.

SCOE will journal cost of training and materials upon completion of training.

DISTRICT will provide training location. Trainings can be held in school, community or workplace settings. SCOE can assist in holding location if space is available.

DISTRICT is responsible for participant recruitment and registration, facility reservation and room setup. Upon advance request, SCOE can assist in these areas.

Available Training: Below is a list of trainings and services that are available. See the official course descriptions for more comprehensive training descriptions. List subject to change and expansion.

### **MENTAL HEALTH AND SUICIDE PREVENTION COURSES:**

**Mental Health First Aid Training:** Mental Health First Aid is a public education program that introduces participants to risk factors and warning signs of mental illnesses, builds understanding of their impact, and overviews common supports. This 8 hour course uses role-playing and simulations to demonstrate how to offer initial help in a mental health crises situation. There are two versions of this course: one designed for the general population and the other for adults who work with youth.

**QPR Gatekeeper Training:** QPR stands for Question, Persuade and Refer-three simple steps that anyone can learn to help save a life from suicide. Learn how to recognize the warning signs of a suicide crisis and then question, persuade and refer someone to help

**SCHOOL CLIMATE, SAFETY AND CRISIS RESPONSE COURSES:**

Bullying Prevention and Intervention Strategies Workshop: This workshop will provide a thorough overview of bullying including working definitions and legal mandates, prevention and intervention strategies, and a variety of resources to help address the issue in schools.

School Crisis Response Training: This training will raise awareness and build participants' skills for developing effective crisis response or disaster preparedness plans that meet Federal and State requirements.

School Safety Planning Workshop: This workshop will help prepare participants to develop and maintain a comprehensive school safety plan.

Positive Behavior Intervention and Support (PBIS) Implementation Training: School wide leadership teams will be trained to implement PBIS according to the national implementation blueprint. School teams will participate in four days of training each year for three consecutive years for a full implementation of a multi-tiered system of supports through PBIS.

Acct. #

## **SUBSTITUTE PLACEMENT SERVICE** Sylvan Union School District

The SCOE agrees to provide substitute placement services to DISTRICT or DEPARTMENT. DISTRICT or DEPARTMENT agrees to pay for the service based on the total number of faculty members employed by the DISTRICT or DEPARTMENT during the school year. Such number of faculty members shall be based on the CalPads 4.2 Staff County Unduplicated Total (less Administrators) or that maximum number employed by DISTRICT or DEPARTMENT during the school year under contract, whichever is greater.

**The SCOE agrees to perform the following services:**

1. Receive and record requests for substitute teachers and from contracted district schools and teachers.
2. Contact and assign appropriately qualified and available substitute teachers. The Substitute Placement Service will only confirm the initial date of needed service. Continuing assignments must be affirmed by district or school officials in accordance with local policies and procedures.
3. Report to assigned substitutes the information provided by the district staff.
4. Districts may access the Absence Management system to obtain information regarding their districts's absences, daily reports or supplementary assignments.
5. Verify and monitor credential, DOJ clearance and tuberculosis clearance requirements of qualified substitute teachers.
6. Maintain a current schedule of rates of pay for substitute teachers in subscriber districts.
7. Receive and record requests for supplementary assignments from SCOE and contracted campus users.

**The DISTRICT or DEPARTMENT agrees to the following conditions:**

1. Employ substitute teachers referred to the DISTRICT or the DEPARTMENT by the SCOE based on requests from DISTRICT or DEPARTMENT staff.
2. The DISTRICT or SCOE DEPARTMENT may record an absence on the Absence Management system at any time.

3. Instruct DISTRICT or DEPARTMENT teachers as to the procedures for requesting the services of the Substitute Placement Service.
  - a. Teachers and DISTRICT/DEPARTMENT/School Site Personnel call Absence Management at:  
**800-942-3767** to report an absence.
  - b. Staff and campus users having difficulties with the system may call the Substitute Service HELP line at **238-4265**.
  - c. **SCOE ONLY** para educator employees and substitute para educators may call the Substitute Service HELP line at **238-4266**.
  - d. **SCOE ONLY** other classified staff requiring a substitute may call the Substitute Service HELP line at **238-4275**.
  - e. **WHEN CALLING THE HELP LINE** Please give the following information:
    - i. State the date of the absence.
    - ii. First and Last name (Please use the name used by the district payroll office) and spelling of each.
    - iii. Name of district and name of school (site).
    - iv. Teaching assignment:
      1. Elementary: indicate grade level.
      2. Secondary: indicate grade(s) and subject(s) taught.
    - v. Reporting and ending time.
    - vi. Indicate name of preferred substitute teacher, if any:
      1. No change of preference will be accepted.
      2. Preference cannot be guaranteed.
    - vii. State reason for absence.
4. Contact the assigned substitute **before 3:00 p.m.** to indicate whether or not he/she should return on the following day and enter the assignment into the system.
5. Maintain records of attendance and reasons for absence of district teachers.
6. Maintain records of attendance and assessment of assigned substitutes.
7. Enforce local policies with regard to teachers' obligations to properly report absences.
8. Determine contact personnel at each site to receive, orient and assign substitute teachers.

9. Teachers and campus users are encouraged to call the Substitute Placement Service as early as possible if assistance is needed regarding details of assignments.
10. Supply the SCOE Substitute Service with the following information **at least ten (10) working days prior to the start of the school year:**
  - a. Updated site contact information.
  - b. School site calendar for current year.
  - c. List of teachers with current assignment information including reporting times.
  - d. Updated site exclusion lists.
11. DISTRICTS/DEPARTMENTS electing to discontinue Substitute Placement Services must notify the SCOE in writing by February 1 of each year.

	# Of Staff	Rate	Total \$
ALL: # of Teachers		\$ 120.00	\$ 0.00
SCOE Est # of Assistants		\$ 120.00	\$ 0.00
<b>TOTAL:</b>	0.00		\$ 0.00

Acct. #	Amount
<b>TOTAL:</b>	\$ 0.00

## TECHNOLOGY SERVICES Sylvan Union School District

The SCOE agrees to supply WAN access to DISTRICT as shown in the following paragraphs.

The SCOE will provide access to the Internet, based upon the choice by the district in the Master Agreement.

DISTRICT agrees to conform to the Technology Services practices and procedures and further agrees to:

1. Conduct, or cause to be conducted, in-service workshops for teachers on the acceptable use and care of Internet resources. (Consultant assistance for in-service workshops is available from the SCOE through the Technology & Learning Resource division 238-1400).
  
2. Provide Internet connectivity from DISTRICT TO SCOE.

Type of Service	Amount	Rate	Total \$
Internet access via Fiber - Tier 1 (below 200 ADA)		\$ 7,500.00	\$ 0.00
Internet access via Fiber - Tier 2 (above 200 ADA)	1.00	\$ 10,000.00	\$ 10,000.00
			\$ 0.00
Web Filtering (Pass-through actual cost) Per Internet connected workstation		\$ 4.00	\$ 0.00
QSS/Laserfiche access only without Internet via fiber(actual cost)		\$ 3,000.00	\$ 0.00
QSS/Laserfiche access only without Internet per VPN (actual cost)		\$ 4,200.00	\$ 0.00
Technician Services (Non-Engineering Services)/hour		\$ 50.00	\$ 0.00
Engineering Services/hour		\$ 100.00	\$ 0.00
<b>Total</b>			<b>\$ 10,000.00</b>

Acct. #	Amount
01-0000-0-5862-0000-2420-200-2210-XX	\$ 10,000.00
<b>Total</b>	<b>\$ 10,000.00</b>

**2020-21 MASTER AGREEMENT**

**SIGNATURE PAGE**

---

---

**TOTAL OF MASTER AGREEMENT** \$ 227,145.25

---

---

**District/Department**

**Stanislaus County Office of Education**

Sylvan Union School District

Scott Kuykendall

School District Name

Stanislaus County Superintendent of Schools

By:

Superintendent

By:

Don Gatti, Deputy Superintendent,  
Business Services

Date

Date

Lisa Sandoval

Contact Person

209-574-5000, ext, 3100

Contact Phone