

California School Boards Association

PO#

3251 Beacon Boulevard West Sacramento, CA 95691 (916) 371-4691 FAX (916) 669-3366

Please refer to your invoice number and customer number in all communications regarding this invoice.



Invoice Number

Invoice Date

INV-18466-V7C4S9

6/18/2015

Bill To:

Marysville Joint USD 1919 B St Marysville, CA 95901-3731 United States Ship To:

Marysville Joint USD 1919 B St Marysville, CA 95901-3731 United States

P16 20493

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
MM+	Manual Maintenance Plus (7/1/2015-6/30/2016)	\$3,290.00	1.00	\$3,290.00	Net 30
GOL	Gamut Online (7/1/2015-6/30/2016)	\$2,950.00	1.00	\$2,950.00	Net 30
Тах				\$0.00	

OK TO PAY

Signed_______Date_____

Total Invoice:

\$6,240.00

Balance Due:

\$6,240.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

3251 Beacon Boulevard West Sacramento, CA 95691 (916) 371-4691 FAX (916) 669-3366

Customer Number Invoice Number Date Requested Terms Balance Due

101035 INV-18466-V7C4S9 6/18/2015 Net 30 \$6,240.00

Make checks payable to:

California School Boards Association c/o West America Bank P.O. Box 1450 Suisun City, CA 94585-4450 Bill To:
Marysville Joint USD
1919 B St
Marysville, CA 95901-3731
United States

Membership Billing



California School Boards Association

3251 Beacon Boulevard West Sacramento, CA 95691 (916) 371-4691 FAX (916) 669-3366 Please refer to your billing number in all communications regarding this billing.

MAY 04 2015
RECEIVED/ID

Billing Date 5/1/2015

Billing No. 101035-16

Sold Marysville Joint USD

To: 1919 B St

Marysville, CA 95901-3731

ITEM NO.	DESCRIPTION	BILLED AMT	PAYMENT RCVD	BALANCE DUE
	CSBA Membership Dues 2015-16 * Education Legal Alliance Membership Dues 2015-16	\$11,027.00 \$2,757.00	\$0.00 \$0.00	\$11,027.00 \$2,757.00
* \$4 of your C	CSBA annual membership dues is used to pay for a subscription to chool News for each board member and superintendent.			
* \$2 of your 0	CSBA annual membership dues is used to pay for a subscription to chools magazine for each board member and superintendent.			
	1 01	BILLED AMT	PAYMENT RCVD	TOTAL DUE
V	al D for	\$ 13,784.00	\$ 0.00	\$ 13,784.00

1.28.15 po#:

PAYMENT RCVD	TOTAL DUE
\$ 0.00	\$ 13,784.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

3251 Beacon Boulevard West Sacramento, CA 95691 (916) 371-4691 FAX (916) 669-3366

Billing No.	Billing Date
101035-16	5/1/2015

Make checks payable to:

California School Boards Association c/o Westamerica Bank P.O. Box 1450 Suisun City, CA 94585-4450



Marysville Joint USD 1919 B St Marysville, CA 95901-3731



SchoolWorks, Inc.

6815 Fair Oaks Blvd. #3 Carmichael, CA 95608 Ph: (916) 733-0402 www.SchoolWorksGIS.com



SchoolWorks, Inc. will contract to perform the tasks enumerated below for the prices indicated. Marysville Joint Unified School District is authorized to enter into this agreement by Government Code 53060. These services are chargeable to the District Capital Facility Funds.

Date:

Services Performed By:

Services Performed For:

July 6, 2015

SchoolWorks, Inc.

Marysville Joint Unified School District Attn: Gay Todd, Superintendent

6815 Fair Oaks Blvd. #3 Carmichael, CA 95608

Ph: (916) 733-0402

Marysville, CA 95901

1919 B Street

www.SchoolWorksGIS.com

Scope of Work

A. Consulting:

Assistance and guidance will be provided to the District in understanding the submittal requirements and for determining the best application submittal strategies and options for maximizing School Facilities Program Eligibility and State Funding within the State School Building Program.

B. Application Documents

Prepare the qualification documents and supporting documentation which are necessary for the District to qualify in the State School Facility Program for maximum project state funding potential under the School Facilities Program Funding Act of 1998. (A complete turn-key operation.)

Following is a listing of the services contained in the scope of this portion of the Contract:

- » Enrollment Projection Update SAB 50-01
- » Establish Baseline Capacity SAB 50-02
- » Modernization Eligibility Updates SAB 50-03
- » Additional Buildings
- » Increased Enrollment
- » Prepare Project Applications SAB 50-04
- » Prepare Fund Releases SAB 50-05
- » Assist with Expenditure Reports SAB 50-06
- » Representation at SAB Meetings
- » Representation at Implementation Committee Meetings
- » Monthly notes on SAB and Imp Committee actions
- » Annual Meeting with Personal Consultant to review:
- » Eligibility Opportunities
- » Study Scenarios and Impact on Eligibility
- » Estimated Future Eligibility
- » Project Funding Calculations
- » Impact of Regulation Changes
- » Meetings with OPSC in Sacramento
- » Monitor Project Status
- » Assistance with CDE Plan Approvals (4.07 & 4.08)

Client Responsibilities

- 1. CBEDS/CSIS/CALPADS, Non-Severe and/or Severe Special Education Enrollment and/or other enrollment data necessary to complete Application(s). This information should be broken down by school site and then by grade level for each school site.
- 2. Facilities and/or Financial information needed to complete Application(s)
- 3. Written Confirmation that the need for Vocational and Career Technical Education Facilities is being met relative to the new construction and/or modernization project (Note: not applicable for elementary schools or elementary school districts, but an explanation letter may be required).

Pricing

Pricing for the following services are guaranteed for three years from the date of the contract. Prices quoted are contingent upon authorization of SchoolWorks to complete applications for which the District is eligible per applicable OPSC regulations and policies.

Fees for forms to be completed as needed:

Item Description	Cost
Annual Base Fee	-0-
SAB 50-01 (Per Form)	\$2,000
SAB 50-02	\$2,000
SAB 50-03	\$1,500
SAB 50-04 (Per Project)	
Design Funding	\$1,500
Construction Phase	\$3,000
SAB 50-05 (Per Project)	\$500
SAB 50-06 (Per Form)	\$500
CDE 4.07 or 4.08	\$2,000
PIW – Project Information Worksheet	\$500
Financial Hardship Checklists and Applications	
Design Funding	\$7,500
Construction Phase	\$7,500
Financial Hardship Rereview	\$3,500

- 1. If SchoolWorks presence is requested at school board meetings, OPSC site visits or other meetings, the District will be billed at \$140 per hour, plus travel time and expenses.
- 2. This agreement may be terminated by either party with thirty (30) days notice, in writing, and the client will only be billed for work completed.
- 3. The total cost for services to be provided in the 2015/16 school year is estimated to be between \$2,000 and \$8,000 depending on how many sites have a significant increase in eligibility.

Fee Schedule

- 1. **Annual Eligibility Service:** Any amount due for form(s) completed during the contract period will be billed upon submittal of the form(s) to OPSC. The amount is due within thirty days of the date of the invoice.
- 2. **District Guarantee:** If the State, (The Office of Public School Construction ("OPSC") or the State Allocation Board ("SAB") disapproves an application for the District per the conditions stated herein below, there is no charge from SchoolWorks for that application. Any monies already paid by the District for an application which is disapproved will be completely refunded.
- 3. For purposes of this agreement, the term "disapproved" means action has been taken by the OPSC or SAB to turn down or reject the application as not meeting OPSC or SAB requirements for approval because the application was not considered by OPSC as a "complete" application. If any 15-day letter or other pertinent notices are sent from the OPSC to the District regarding any application or project SchoolWorks submitted, SchoolWorks needs to receive a copy of the correspondence immediately via fax or email in order to expediently supply additional information to OPSC if requested and in order for the District to still qualify for this District Guarantee. Funding by the State, of course, cannot be guaranteed by SchoolWorks and the approval of a Special Appeal Request submitted by SchoolWorks to the OPSC and the SAB cannot be guaranteed by SchoolWorks.

Conditions and Requirements

- 1. The Application documents will be completed to satisfy the requirements of OPSC. The Application documents will be audited by SchoolWorks to ensure their mathematical accuracy. Responsibility for the accuracy of data supplied by the District lies with the District.
- 2. This portion of the agreement does not include the preparation of any of the documents necessary for the purchase of a new school site unless otherwise herein specified. However, if SchoolWorks is submitting SAB 50-04 funding request forms on behalf of the District, the SchoolWorks staff may assist the Architect towards the submission of the required forms to CDE for requesting Architectural Plan and Site Approval from CDE.
- 3. SchoolWorks's Application services generally do not include the preparation of site drawings or 1A Facility Diagrams, although the school campus maps received from the District typically need to be cleaned up and labeled appropriately by SchoolWorks staff per SFP Application submittal requirements.



Acceptance of Proposal & Notification to Proceed

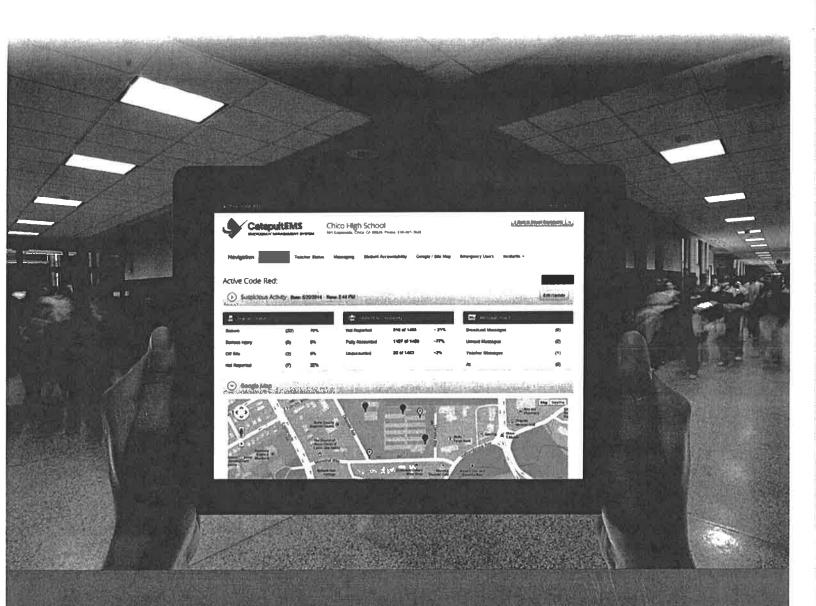
Date	July 6, 2015 Date
Title	Title
	President - SchoolWorks, Inc.
Name	Name
	Ken Reynolds
Signature	Signature Signature
Marysville Joint Unified School District	SchoolWorks, Inc.
DSA, DTSC and/or SAB on the Dis	
2. (If, or when needed) SchoolWorks is	s authorized to contact the OPSC, CDE,
1	(date of approval)
	f Trustees of the School District took action SchoolWorks Inc. and the District, effective:



2 Governors Lane Ste B, 95926 Chico, CA Office: (888) 840-9901 Direct: (530) 570-9691

Fax: (530) 230-9995

E-mail: jjeffery@CatapultK12.com



Catapult EMS

Cloud-based Emergency Management System

Prepared for:

Marysville Joint Unified School District

Gay Todd & Ryan DiGiulio 1919 B Street, Marysville, CA 95901 Phone: (530) 741-6000



Proposal Issued: 4.24.2015

Proposal Valid to: 6.24.2015

Product Description

Overview

Catapult EMS is a complete Emergency Management System for K-12 schools, where student and staff safety is the prime concern in an emergency situation.

With Catapult EMS, you can enhance the safety of your students and staff with real-time communication and information management. Users can report and manage real-time information about evolving threats, including the location and well-being of students and staff during an emergency situation.

The system is configurable to your district and site needs, allowing you full control over who and what information is disseminated and displayed.

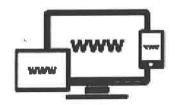
Community Threat Reporting

As things unfold throughout the school day, active Incident Reports can be submitted by the general public or staff via a simple Report Incident button placed on your school website. If the reporting party calls or send a direct email, the Site Principal or DSA (Designated Site Administrator) record an incident via the Catapult EMS admin screen. Once filed, the DSA can decide to initiate communication to collect more information, escalate the incident to Code Yellow, Code Red, or dismiss the incident altogether. The system can be preconfigured to send out **automated email and/or text alert messages** to district and site administrators so they are aware of the incidents and the escalation of the incidents as they happen. Incident activity is automatically archived and can be referenced at a later date.

Threat Examples:

- Suspicious Activity
- Bullying
- Gunman / Violent Intruder
- Fire / Explosion
- Natural Disaster

Fully Responsive!



A responsive application detects the device that you are using and then changes its appearance to provide an optimal viewing experience. Simply put, if you are using a smart phone, tablet, laptop, or desktop, Catapult EMS will adjust it's appearance so you can use it anywhere.

4 Different Modes

As incident information is gathered the modes can change to accurately convey the severity of the current situation.

- Incident Reporting
- Code Yellow
- Code Red
- Drill Mode

Four Modes for Every School Site

- Incident Reporting: Anyone (teachers, staff, students, parents, community members) can report a possible threat via phone, e-mail or the Report Incident button on the district and schools websites. These alerts come complete with text, photos, and GPS coordinates if desired.
- Code Yellow: For threat situations that require everyone to be on high alert and informed but that do not yet meet the criteria to stop classroom instruction for a full-blown lockdown
- Code Red: For full-blown lockdown emergency situations, Catapult EMS immediately opens the lines of communication by sending all staff members an email and text alert with a link to the Catapult EMS login screen.
- **Drill Mode:** To test the system and staff before an actual emergency occurs.

Easily Locate Students

Catapult EMS integrates with Active Directory and your Student Information System to allow automatic population of teacher and student lists. When staff logs on, Catapult EMS automatically knows the bell schedule and quickly presents the teacher with the correct roster. Teachers can immediately do a quick roll call, report their students' safety status and pin their location on a Google map. User status and location can be updated at any time. This quickly generates an accurate list of any student and staff not accounted for, giving users a real-time view of what is happening within the building and where help can be directed.

Catapult EMS Benefits

- Not only software but a framework for your Emergency Management Protocol
- Web based access from almost any device with an Internet connection
- Customizable Text and Email Alerts at all District and School levels
- Simple interface allows staff to start using in minutes
- District wide emergency checklists and pre-approved scripts
- Drill Mode allows your staff to test the system before an emergency
- Code Yellow distributes threat information to staff without stopping instruction
- Code Red immediately opens lines of communication instead of shutting it down
- Real-time teacher and staff Google Map location and status reporting
- Electronic Emergency Procedure Manuals
- Integrates with Active Directory and Student Information Systems



Location / Room #

Map Location

Click map & drag pin to your location



Set Location

Staff are able to report their exact location by entering their room number and placing a GPS pin on a Google Map.

Real Time SIS Integrated Student Accounting

Your Students	Other Students
Steve Smith	
Sara Ray	Λ
Mike Olsen	$oldsymbol{oldsymbol{arphi}}$
lan Vanderson	٨
Becky Owens	
Johnny Jacbos	
Raymound Stienw	ell 🗍
Matt Levinson	127

Account For 2/8 Students

Student Accounted by Another
 Staff Member

Staff can quickly search and add students providing real time information on who has been accounted for allowing focus to be placed on who hasn't.



Training & Support



5 Step Software Training Process

STEP 1: Pre-Meeting Account Setup Email

Catapult staff will send a link, via school email, to all EMS users that will walk them through the account setup process. Catapult can track the number of users that have successfully set up an account in order to ensure everyone has completed the setup process.

STEP 2: On-Site Site Training & First Silent Lockdown

Catapult will have at least one representative at the school site to train Site Administrators on how to administrate the EMS system. After initial training, a Site Administrator will initiate the sites first silent lockdown drill while a Catapult representative coaches the administrator through the process. Once the silent drill is concluded, the Catapult representative will help evaluate the engagement, performance, and communication of Site Administrators, Teachers, and Staff so suggestions can be made on how to improve the lockdown process during the next silent lockdown.

STEP 3: Off-Site Second Silent Lockdown Drill

Within a weeks time of the first silent lockdown drill, Catapult will help coach a second silent lockdown drill. This time Catapult staff will not be physically on-site but will coach the lockdown via WebEx and/or phone. After the lockdown is completed, a Catapult representative will again evaluate the lockdown drill on engagement, performance, and communication.

STEP 4: Off-Site Third Silent Lockdown Drill

Within a week of the second Silent Lockdown Drill, Catapult will help assist with the third Silent Lockdown Drill. The goal would be to have the staff reduce the amount of time it takes them to report their status and account for students. Again, Catapult will help analyze the Drill with Site Administrators after it has been completed.

STEP 5: Live Lockdown Drill

This will be the measure of all of our training. This Live Code Red Drill will have the whole school engaged by announcing the Code Yellow and Code Red over the PA system like an actual emergency. This would hopefully happen within one week of the third Silent Lockdown Drill.

Software Support

Catapult K12 is open 8am to 5pm PST Monday through Friday excluding major holidays. At these times we can be reached by phone, email, or our website. On weekends and holidays we accept trouble requests via email at contact@catapultk12.com or our website. In addition to this, Catapult EMS has proactive software monitoring to alert us of any slowdowns or outages of service. We also alerts via text and email about any Code Yellow, Code Red incidents so we can act as support as needed in these stressful situations.

Implementation & Timeline



Total Expected Time

From start to finish setup should take Catapult and your District less than one month!

Step 1: Teacher / Staff / Student Export

Catapult will work with designated staff to create and test a nightly export from your Student Information System (SIS)

Expected Time: 1 week for your school to produce the export and for Catapult to test.

Step 2: School Site Configuration

Catapult will configure Catapult EMS to your districts specifications. Things like school site information, school site evacuation maps, and district first responders will be added at this time.

Expected Time: 1 day for Catapult staff to add this information.

Step 3: Software Training

Catapult will visit each site to train staff how to use our EMS software. After this initial training Catapult will assist with a series of Drill via WebEx. Catapult will also work with Police and Fire if necessary.

Expected Time: 1 week for in person training / 1 week for WebEx managed training drills / 1 week First responder training.

Step 4: Website Integration

Catapult will provide HTML code to be placed on each school website so students and the general public can submit incident reports through the schools websites.

Expected Time: 1 day for Catapult staff to create and send HTML / 3 days for District to integrate HTML into school sites.



Acceptance of Proposal



\$16,822.08

Summary of Charges

#	Description	Qty	Unite Price	Sub-Total
1	One- Time Setup Fee (Student Information System integration, Active Directory configuration, Evacuation Map setup, Emergency Procedure Manual setup, Emergency Checklist setup, Incident Type setup, Report Status setup, Scripts setup, Site configuration)	1	\$1,000.00	(included)
2	School Site- Five Step Training Process (\$300 per site x 17 sites, reduced by 7 sites due to Multi-Site Training for near by locations. Approved to be paid over two fiscal school years)	17	\$300.00	\$5,100.00
3	District Administrator Training	1	\$500.00	(included)
4	Yearly Software Service (\$99 per site/month x 12 months= \$1,188 x 24 sites. Includes software service, support, and data storage.)	24	\$1,188.00	\$28,512.00
5	Yearly Software Service Multi-Site Discount (- 41%)	24	-\$487.08	-\$11,689.92
	Total Year 1	-	15.	\$21,922.08

Total Year 2

Acceptance & Signature

By signing below, Client approves this quote and certifies that they understand and accept what work is to be performed for the price defined. Client will pay Catapult half of the total fees upon signing this document and the second half once the project has been completed. Once signed, please email this to ijeffery@catapultk12.com or fax it to 530.230.9995.

Sign here to approve:	Date:	
Position:		
Print Name:		
leffery@catapultk12.com or fax it to 530.230.9995.		



CATAPULT EMERGENCY MANAGEMENT SYSTEM TERM SHEET

"Company" DIVERSE NETWORKS ASSOCIATES, INC., a California corporation,		SSOCIATES, INC., a California corporation, D/B/A "CATAPULT K12"
	located at 2 Governors La	ne, Ste. B, Chico, CA 95926.
'Customer"	Marysville Joint Unified Sc	hool District located at 1919 B Street, Marysville, CA 95901.
	Primary Contact:	
	Phone:	(_)
	Email:	
Duration of Agreement:		
	Start Date:	August 1, 2015
	Months of Initial Term:	12 months - with an additional 12 month optional term

Year One Tota	0	Year Two Tota	1
One-Time Setup Fee	\$(included)	One-Time Setup Fee	\$N/A
School Site Five Step Training Process	\$5,100	School Site Five Step Training Process	\$N/A
Yearly Software Service	\$28,512	Yearly Software Service	\$ 28,512
Subtotal	\$33,612	Subtotal	\$28,512
Discounts:	\$ <u>- 11,689.92</u>	Discounts:	<u>\$11,689.92</u>
TOTAL OUT OF POCKET FEES	\$21,922.08	TOTAL OUT OF POCKET FEES	\$16,822.08

[^] The Training Schedule is as follows: Arboga Elem., Cedar Lane Elem., Cordua Elem., Covillaud Elem., Edgewater Elem., Ella Elem., Johnson Park Elem., Kynoch Elem., McKenney Inter., Linda Elem., Olivehurst Elem., Yuba Gardens Inter.. Combined trainings: Foothill Intermediate, Browns Valley Elem., Dobbins Elem., Loma Rica Elem., Yuba Feather Elem.. Combined trainings: Lindhurst HS, South Lindhurst HS. Combined trainings: Marysville HS, Marysville Charter Academy for the Arts, Marysville Community Day Academy.

(Company Initials)	(Customer Initials)
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Date:

July 21, 2015

Payment Type: (Eit	ther: check box that applies)
bille	ed monthly in advance with effect from the Acceptance Date
anr	nually in advance
X_ oth	er:_Billed monthly once service has been initially provided
Other Terms and C	conditions,
is attached to this T (collectively, the Te be viewed and area damages, are cove event of a conflict b	incorporated by reference into the APPLICATION LICENSE AND SUPPORT AGREEMENT ("Agreement") that Ferm Sheet and incorporated by this reference, and the Terms of Use and Privacy Policies on the website terms of Use and Privacy Policies are referred to as the "Internet Terms of Use", incorporated herein), which can a available at www.CatapultEMS.com. Important terms and conditions, including limitations on warranties and tred in the Agreement. By signing below you are agreeing to all the terms and conditions in the Agreement. In the between the Term Sheet and the Agreement, this Term Sheet shall prevail. This is a binding legal document, so consider the Term Sheet and Agreement prior to signing below.
Customer:	
Name:	
Signature:	-
Title:	
Date:	
Invoicing Contact E	mail:
Invoicing Contact P	hone:
Company:	Catapult K12
Taxpayer ID#:	48-1284049
Ву:	Jason Jeffery
Signature:	Josep Hong
Title:	CEO



APPLICATION LICENSE AND SUPPORT AGREEMENT

THIS APPLICATION LICENSE AND SUPPORT AGREEMENT ("Agreement") is entered into as of the date shown in the "Term Sheet" and the Internet Terms of Use, incorporated by this reference, by and between DIVERSIFIED NETWORKS ASSOCIATES, INC., a California corporation, D/B/A "CATAPULT K12" ("Company"), whose principal administrative address is 2 Governors Lane, Suite B, Chico, CA 95926, and the "Customer", whose name and school address are shown on the Term Sheet, incorporated by this reference.

RECITALS

WHEREAS, Company has developed a web-based application that allows educational facilities to manage emergency or potentially urgent situations affecting its staff or students, by allowing various sources to inject information on events on a campus which require certain actions and responses, and then to enable school administrators to assess the circumstances of the events and 'push notices' to staff and parents, all the while, keeping real-time updates from the public, staff, and emergency response agencies, accessible through a web and smartphone platforms branded as "CATAPULT EMS", which may be changed from time to time in Company's discretion (the "APP");

WHEREAS, the APP is designed to be synthesized with a school or district's Student Information System ("SIS"), and provide an informational and responsible tool for administrators, teachers, emergency response agencies and parents alike; and the SIS and other information is fed into the APP through the Company's proprietary web-based and/or phone based platform (the portal for information by Customer, website and APP are referred to as the "SYSTEM");

WHEREAS, Customer desires to have access to and use the SYSTEM to intake, manage, monitor and respond to emergency situations on or about its campus, and enlist Company for various support in the set-up and use of the SYSTEM for its administrative purposes, ultimately with the aim of mitigating or avoiding injury, hazards, loss or chaos; and,

WHEREAS, the Company has agreed to grant the Customer a non-exclusive license to use the SYSTEM and associated support, upgrades and services as provided in this Agreement, and to provide certain services to the Customer in respect of delivery technical support and training upon the terms and conditions of this Agreement.

THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:



AGREEMENT

1. Definitions

In this Agreement unless the context otherwise requires:

'LICENCE FEE' means the fee or fees for the license and use of the SYSTEM, and initial setup and receiving the Services set out in the Schedule as the same may be changed in accordance with Paragraph 3 below.

<u>'SYSTEM'</u> means the software programs, website, phone APP and other elements associated with the delivery of the SERVICES to Customer, and that which is integrated with the SIS of Customer.

'NEW RELEASE' means any improved modified or corrected version of the APP or SYSTEM or Program Documentation from time to time issued by the Company.

'PROGRAM DOCUMENTATION' means the instruction manuals user guides and other information to be made available from time to time during this Agreement by the Company at its discretion in either printed or in a readable form available online to the Customer.

'SERVICES' means the provision of training, data installation, and Technical Support provided by Company in accordance with this Agreement as detailed below.

'SITE' means the address for delivery of the SYSTEM Materials specified by the Customer and set out in the Schedule.

'ADDITIONAL CHARGES' means the charges at the Company's generally published rates from time to time for work undertaken on a "time and materials" basis, for any customization work required by Customer.

2. Grant of License & Provision of Services

The Company in consideration of the payment by the Customer from time to time of the License Fee in accordance with Paragraph 3 below hereby: (i) grants to the Customer a non-exclusive license to Use the SYSTEM (and where appropriate the Program Documentation) and to possess and refer to the Program Documentation; and (ii) undertakes to the Customer to provide the Services upon the terms and conditions of this Agreement.

3. License Fee

- 3.1. The License Fee shall be levied by the Company as provided in the Term Sheet, which is incorporated by this reference. Other discounts and offers may be detailed in Term Sheet.
- 3.2. The License Fee shall include: (a) 'training the trainer' to use and manage the SYSTEM; (b) initial set up; (c) unlimited use of the SYSTEM during the term of this Agreement; (d) unlimited technical support, as provided herein; and, (e) free upgrades and support to any new and modified versions of the SYSTEM throughout the term of this Agreement, as provided herein.
- 3.3 After the Initial Term, the Company shall be entitled to change the License Fee for each student not more than once in every successive period of 12 months during any extended term of this Agreement upon giving not less than 30 days' notice thereof to the Customer; provided that the number of students shall be updated automatically by Company each July using the average student enrollment for the prior year to establish the base number of students from the later year to be inserted into the table of License Fees in the Term Sheet, incorporated by this reference.
- 3.4. Any License Fee not paid within forty five days of the due date shall be late and automatically subject to a late charge equal to 3.0% of the amount of the delinquency, plus 3.0% penalty interest applying until the fee, late charges and penalty interest are paid in full. All payments will be first applied to past due balances.

4. Term and Additional Term.

Unless otherwise stated in the Term Sheet, the "Initial Term" of this Agreement shall be a period of twelve months, and shall be automatically extend for additional twelve month term ("Additional Term"). If the twelve month extension is exercised, the terms of this Agreement shall apply to that Additional Term.



5. Installation, Initiation and Training

- 5.1. Prior to Customer's use of the SYSTEM, Customer is required to provide Company with access and integration to its SIS, in a form that is compatible with Company's SYSTEM, in addition to any other information that Company reasonably requires to install and operate the System for Customer (collectively, "Customer Information") to enable Company to set up the Customer's account in the SYSTEM. Customer agrees to diligently cooperate with Company through Company's designated contact person, and provide the Customer Information. It is the responsibility of Customer to provide the particular formatting, size, quality and file types necessary to integrate into the SYSTEM. The Customer shall communicate to the Company upon the date hereof the identity of the person(s) or the department who shall act as the sole contact point and channel of communication for the provision by the Company of the services during the term(s) of this Agreement. The Customer shall forthwith inform the Company of any change in the identity of any such person(s) or department.
- 5.2. Once Company has the Customer Information, Customer shall, not later than 30 days after request by Company, assist by, either: (a) providing an export of the SIS information in a compatible form; or, (b) offer API access the SIS, and to otherwise reasonably cooperate with Company on request. Customer acknowledges that the use of the SYSTEM requires the cooperation of Customer as provided in this Section, and further acknowledges that if Customer fails to cooperate in a timely manner than the LICENSE FEE shall apply whether or not the SYSTEM is operations, provided that the failure of the SYSTEM to operate is a result of Customer not providing the information required herein. Once the Customer Information is in the SYSTEM, Company may seek Customer's approval which shall be deemed given if Customer does not respond within ten days of notice by Company.

 5.3. Customer shall also have access to self-help, or Program Documentation, if any, related to the SYSTEM at no extra charge,

6. Technical support

which may be updated from time to time by Company.

- 6.1. Beginning on the Acceptance Date and for the duration of this Agreement the Company shall provide the initial set up as provided in the Term Sheet, and Standard Technical Support, which includes limitless telephone and email support. Limitless training on the system is not included. The Company will provide additional training at \$75 per hour.
- 6.2. Standard Technical Support shall consist of advice by telephone or email on the access and use of the SYSTEM, and training on any upgrades, provided that no minimum hours, set schedule or maximum response period is guaranteed.
- 6.3. Customer may request direct training for the initial set up, which is included at no additional fee. The purpose of the direct training is to "train the trainers", such that Customer should select people to be trained who in term can retrain other personnel of the school/district. Company reserves the right to conduct the training in-person or by videoconference, or by other similar means or methods.
- 6.4. In the event of a bug or defect, Customer shall supply in writing to the Company a detailed description of any fault requiring Technical Support and the circumstances in which it arose forthwith upon becoming aware of the same. Company shall take reasonable efforts to fix the bug or defect in a reasonable period, usually within 24 hours or less. Any down time, bugs, repairs, necessary maintenance/upgrades, or other work shall not affect this Agreement nor the duty to pay the License Fee; provided however, that if Company determines it cannot fix the bug or defect or determines it does not want to fix such bug or defect, then Company may cancel this Agreement immediately thereupon without any further obligation to Customer, and this Agreement shall be terminated immediately thereupon.
- 6.5. Notwithstanding anything to the contrary in this Agreement, if Company reasonably determines that the bug or defect is caused in whole or in part as a result of Customer's equipment, use or special needs, then Company shall have the right to request additional reasonable charges and fees to cure or fix the bug or defect, or to request the Customer to upgrade the equipment to minimum standards.



7. Property Rights and Confidentiality

- 7.1. The SYSTEM, APP, software, written materials, logos, methods, names, pricing, processes and Program Materials (collectively, "Intellectual Property") contain confidential information of the Company and all copyrights, trademarks and other intellectual property rights are the exclusive property of the Company.
- 7.2. The Customer shall not divulge, circulate, or otherwise misappropriate the Intellectual Property of Company, and shall not reverse compile, copy or adapt the whole or any part of the Intellectual Property except as is expressly authorized by this Agreement; nor shall Customer remove or alter any copyright or other proprietary notice on any of the Intellectual Property.
- 7.3. The Customer shall: (a) keep confidential the Intellectual Property and limit access to the same to those of its employees agents and subcontractors who either have a need to know or who are engaged in the proper Use of the Intellectual Property; (b) notify the Company immediately if the Customer becomes aware of any unauthorized use of the whole or any part of the Intellectual Property by any third party; and (c) without prejudice to the foregoing take diligent steps as shall from time to time be necessary to protect the confidential information and intellectual property rights of the Company.
- 7.4. The Customer shall inform all relevant employees agents and subcontractors that the Intellectual Property contains confidential information of the Company and that all intellectual property rights therein are the property of the Company and the Customer shall take all such steps as shall be necessary to ensure compliance by its employees agents and subcontractors with the provisions of this Paragraph 7.
- 7.5. Company owns all right, title and interest in the SYSTEM and related documents and services related to this Agreement, except for those rights specifically granted to Customer herein. In the event that Company makes any custom or modified versions of the Intellectual Property at the request of Customer, or which is needed to accommodate the special needs of Customer, Company shall be deemed to be the sole and exclusive owner of all right, title and interest in the custom or modified items; provided that, Customer shall have a non-exclusive license to use the custom or modified items during the term of this Agreement.
 7.6. Company shall take commercially reasonable steps to ensure the confidential information in the SIS is safeguarded against

8. Warranties & Limitations

unlawful uses by non-Customer parties.

- 8.1. The Company hereby warrants to Customer that:
- (a) the Company is the owner of the SYSTEM and APP (or has the right to grant to Customer the license to use the SYSTEM, APP and related materials) in the manner and for the purposes set forth in this Agreement without violating any rights of a third party;
 (b) subject to the limitations in this Agreement, and subject to the right to cure or fix any bug or defect, the products or services referenced in this Agreement will operate substantially as contemplated by this Agreement, in that Customer shall be able to use the SYSTEM substantially as intended, provided that this warranty does not warrant against downtime, bugs, hackers, time for updating, time for installation, and the like; but provided further, that Company shall apply commercially reasonable efforts to avoid or remedy unwanted downtime as provided in this Agreement and the Terms of Use on the APP.
- 8.2. The Customer shall give notice to the Company as soon as it is reasonably able upon becoming aware of a breach of warranty, which in no case shall be longer than 24 hours from the date of discovery or the date it should have reasonably been discovered with diligent due care.
- 8.3. The Company shall have no liability to remedy a breach of warranty where such breach arises as a result of any negligence or willful actions by Customer or its agents.
- 8.4. THE WARRANTIES SET FORTH IN ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION THAT THERE ARE:
 (a) NO WARRANTIES THAT THE SYSTEM IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY ARE EXPRESSLY DISCLAIMED; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY STATED HEREIN ARE EXPRESSLY DISCLAIMED, SUCH THAT ALL PRODUCTS AND SERVICES ARE LICENSED, OFFERED AND USED ON AN "AS-IS" BASIS.





9. Limitation of Liability and Indemnifications

9.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND FOR VALUABLE CONSIDERATION IN THE FORM OF COMPANY'S OFFERINGS IN THIS AGREEMENT AND CHARGING LOWER FEES THAT WOULD OTHERWISE BE CHARGED IN THE ABSENCE OF THESE LIMITATIONS, AND WITH COMPANY MATERIALLY RELYING ON THE VALIDITY AND ENFORCEMENT OF THESE DAMAGE LIMITATIONS, THE COMPANY IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE, DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THE COMPANY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT.

9.2 FOR VALUABLE CONSIDERATION, INDEPENDENTLY ACKNOWLEDGED FOR THIS SECTION, CUSTOMER AGREES TO HOLD HAMRLESS, STAND AND DEFEND, AND INDEMNIFY COMPANY FROM ANY COSTS, CLAIMS, FINES, LAWSUITS, ATTORNEYS' FEES OR/AND EXPENSES WHICH ARISE FROM CUSTOMER, OR CUSTOMER'S AGENTS, STAFF, EMPLOYEES, INVITEES, VENDORS, PARTENTS OR OTHER USERS WHO USE THE SYSTEM. CUSTOMER ACKNOWLEDGES THAT IT IS THE PRIMARY LEVEL OF CONTROL FOR INFORMATION PUT INTO AND DISSEMINATED THROUGH THE SYSTEM, AND BY WAY OF EXAMPLE ONLY, IF A USER IS GIVEN MISINFORMATION THAT CAUSES HARM AND IN TURN THE INJURED PARTY SEEKS RECOVERY FROM COMPANY, THEN CUSTOMER AGREES TO FULLY INDEMNIFY COMPANY. IT IS FURTHER ACKNOWLEDGED THAT COMPANY IS SOLELY A LICENSOR OF THE SYSTEM AND NOT RESPONSIBLE FOR THE INFORMATION CHANNELED THROUGH THE SYSTEM, AND AS SUCH, CUSTOMER REAFFIRMS THAT IT IS SOLELY RESPONSIBLE FOR THE USE OF THE SYSTEM BY THIRD PARTIES, THE INFORMATION (WHETHER ACCURATE OR NOT) ON THE SYSTEM, AND THAT COMPANY IS RELYING ON THE SPECIAL ROLE AND DUTY OF CUSTOMER IN USING AND MONITORING THE SYSTEM BY IT, ITS AGENTS AND ITS CONSTITUENTS. IN NO EVENT SHALL COMPANY BE RESPONSIBLE TO ANY PARTY FOR THE USE OR MISUSE OF THE SYSTEM, NOR THE CONSEQUENTIAL DAMAGES THAT RESULT FROM THE MISUSE OF THE SYSTEM, EXCEPT IN THE CASE WHERE COMPANY IS IN FACT THE DIRECT AND PROXIMATE CAUSE OF THE MISUSE. FINALLY, COMPANY SHALL NOT BE VICARIOUSLY LIABLE FOR ANY HARM CAUSED BY USERS OF THE SYSTEM.

9.3 The Parties agree that Customer and Customer's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "Customer Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the Customer Indemnitees with the fullest protection possible under the law. Company acknowledges that Customer would not enter into this Agreement in the absence of Company's commitment to indemnify, defend and protect Customer as set forth herein.

To the fullest extent permitted by law, Company shall indemnify, hold harmless and defend the Customer Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Company's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the Customer.



10. Intellectual Property Rights of Others

- 10.1. In the event of any claims by third parties of Intellectual Property infringement by the Company, Company shall be entitled at its own expense and option either to:
- (a) procure the right from such third party for the Customer to continue using the materials claimed to infringe and keep this Agreement in full force and effect;
- (b) make such alterations modifications or adjustments to the SYSTEM, APP or other infringing element so that they become non-infringing without incurring a material diminution in performance or function and keep this Agreement in full force and effect; or
- (c) replace the SYSTEM Materials with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function and keep this Agreement in full force and effect.
- 10.2. If the Company in its reasonable judgment is not able to exercise any of the options set out in Paragraph 10.1 above within 90 days of the date it received notice of the Intellectual Property infringement then this Agreement shall be terminated without any further force or effect and Company shall not be liable for any damages to Customer except that Customer shall be relieved of any further obligations under this Agreement except the obligation to return all Intellectual Property to Company.

11. Later Versions

Customer shall be entitled to access and use of any upgrades to the APP and SYSTEM without costs so long as Customer is in good standing and has faithfully performed the terms and conditions of this Agreement (generally, "Later Versions"). However, Later Versions shall not include add-ons, new features and other pay-per-use features that are charged by use in the discretion of Company.

12. Termination

- 12.1. This Agreement may be terminated:
- (a) by Customer after first twelve months of Initial Term have been met and with a thirty day notice of cancellation.
- (b) by Company if the Customer fails to pay a License Fee when due after giving Customer forty five days notice to cure the late payment, and provided that Customer is not late more than once per year of the Term, and if Customer is late on more than one payment in any twelve month period, then Company shall have the option of terminating this Agreement and seeking all damages for material breach by Customer that are permitted by law;
- (c) forthwith by either party if the other commits any material breach of any term of this Agreement; or
- (d) as otherwise provided in this Agreement.
- 12.2. Any termination of this Agreement pursuant to this Paragraph shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

13. Force majeure

13.1. Company shall not be liable, nor shall this Agreement be terminated, for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to computer viruses, internet downtime; server disruptions, delay, maintenance interruptions (whether scheduled or not) or outages; both conventional and unconventional outside interferences with technology and the internet (or phone lines); power interruptions or outages; new laws or regulations, changes or shifts in technology that make products or services obsolete or disrupt services, 'bugs', claims or lawsuits by third parties contesting the ownership rights of property pertinent to this Agreement, fires, strikes (of its own or other employees), upkeep and maintenance; unforeseen turn-over of staff or personnel needing replacements; insurrection or riots, embargoes, material shortages; third party





claims of ownership to intellectual property (including cease and desists or injunctions) and as subject to elsewhere in this Agreement; and interference by civil or military authority (an "Event of Force Majeure").

13.2. Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

13.3. If an Event of Force Majeure shall continue for more than seven days, the License Fees shall be abated until such time as services are restored; or in the election of Company, if the time, costs or problems encountered to fix the Event of Force Majeure are not too costly or otherwise not acceptable, Company may terminate this Agreement without any further obligation and without liability to Customer unless Company was the actual cause of the Event of Force Majeure, in which case Customer's damages shall be limited as provided in Paragraph 9.

14. Waiver

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

15. Notices

Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class regular mail or by telex or facsimile transmission (such telex or facsimile transmission notice to be confirmed by letter mailed within 12 hours) to the address or to the facsimile number of the other party set out in the Term Sheet of this Agreement (or such other address or numbers as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by mail) upon the expiration of 48 hours after mailing and (if sent by telex or facsimile transmission) upon the expiration of 12 hours after dispatch.

16. Invalidity and Severability

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

17. Entire Agreement

The Company shall not be liable to the Customer for loss arising from or in connection with any representations agreements statements or undertakings made prior to the date of execution of this Agreement other than those representations agreements statements or undertakings confirmed by a duly authorized representative of the Company in writing or expressly incorporated or referred to in this Agreement.

18. Successors

This Agreement shall be binding upon and inure for the benefit of the successors in title of the parties hereto.

19. Assignment and Sublicensing

The Customer shall not be entitled to assign or otherwise transfer this Agreement nor any of its rights or obligations hereunder nor sublicense the use (in whole or in part) of the Intellectual Property without the prior written consent of the Company.





20. Headings

Headings to Paragraphs in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

21. Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto agree to submit to the nonexclusive jurisdiction of the California courts. Venue shall be in Placer County, California.

22. Miscellaneous.

The recitals are incorporated into this Agreement. Time is of the essence. Neither party shall have a presumption of ambiguity placed in their favor, and the parties have both had an opportunity to review and negotiate the terms hereof, and they both expressly disclaim any presumptions in the interpretation or construction of this Agreement.

IN WITNESS HEREOF, this Agreement is made on the date first set forth in the Term Sheet, and made in the County of Placer, State of California. The terms and conditions hereof are express incorporated by reference into the Term Sheet, along with the Internet Terms of Use and Privacy Policy, which are attached hereto and incorporated by this reference.



MASTER AGREEMENT BETWEEN MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT AND SCHOOL SITE SOLUTIONS, INC.

This document represents the sole agreement between the Marysville Joint Unified School District, herein referred to as the "District", and School Site Solutions, Inc., herein referred to as the "Consultant", for the period July 15 2015, through July 15, 2016. For the remuneration stipulated, the Consultant shall:

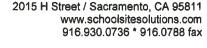
- Assist in the preparation and review of a project schedule for all construction projects with cash flow analysis.
- Assist with communications to the district's facility stakeholders.
- Advocate on behalf of the district's facility department for construction project approvals on a local and state agency level.
- Assist in the procurement of vendors and contractors that will be required to complete all construction projects.
- Assist in the preparation and review of construction program preliminary budgets, including all
 projected costs.
- Provide an analysis and recommendation of all health and safety studies necessary for project delivery.
- Provide an analysis of current proposed scheduled construction projects and recommended revisions, if needed.
- Provide assistance in the development and review of the district updated Master Plan.
- Provide any other assistance to the district including development and review of RFP's and RFQ's, involvement in selection processes for consultants; analysis of current contracts and recommendations for revisions as needed.

An hourly fee, as outlined in the attached fee schedules, shall be billed to the District for the services enumerated above, for an amount not to exceed \$7,500.

Service requests by the district to School Site Solutions, Inc. outside the scope of this agreement will be presented to the district for approval as contract amendments and based on the provision of the master agreement.

The District shall pay and reimburse any direct costs, travel (over 100 miles), and lodging only, when such expenses are incurred at the request of the District at agreed upon rates between the District and Consultant ascertained prior to travel. All such claims shall be authorized in writing by the District prior to the consultant incurring the expense to be reimbursable under this agreement.

The District shall furnish all information and material to the Consultant as necessary to complete the tasks and documentation. It is understood that the Consultant shall function as an independent contractor





without authority to obligate the District for any indebtedness or other commitments without the District's approval. The District will be responsible for legal costs associated with the district's construction program.

The terms of this agreement shall remain in force unless mutually amended. This agreement may be terminated by either party upon 30 days written notice. In the case of termination, the District will be entitled to completion of all work in progress, at its option, and SCHOOL SITE SOLUTIONS, Inc. will be entitled to payment in full of all expenses and fees incurred to date.

CONSULTANT	MARYSVILLE JOINT UNIFIED	SCHOOL DISTRICT
C. John Dominguez, President Date		
C. John Dominguez, President Date School Site Solutions, Inc.	Gay Todd Superintendent	Date





Email: pgant@kblegal.us

June 24, 2015

VIA ELECTRONIC MAIL

Dr. Gay Todd Superintendent Marysville Joint Unified School District 1919 "B" Street Marysville, CA 95901

Re:

Kingsley Bogard LLP

Billing Rates for Fiscal Year 2015/2016

Dear Dr. Todd:

Set forth below are Kingsley Bogard's hourly billing rates that will be effective July 1, 2015 for the fiscal year 2015/2016.

Partner	\$230-\$270
Associate	\$180-\$240
Paralegal	\$130
Of Counsel	\$250

Marysville Joint Unified School District has been a long-time and valued client of the Firm. As such, the Firm will offer two forms of discounts to the District. One is based on Breadth of Business, and the other is based on Volume of Work. Each is described below:

1. <u>Discounts</u>

a. Breadth of Business Discount

The District's practice areas can generally be broken down into five categories.

- Human Resources
- o Special Education
- Student Services
- o Business
- General Governance / Board



Marysville Joint Unified School District June 24, 2015 Page 2

If the Firm is retained to *exclusively* represent the District in at least three (3) of the areas of practice identified above, the Firm's monthly bills for all work performed will be discounted by three percent (3%).

b. Volume of Work Discount

The Firm recognizes that a client's legal services (costs) are typically consistent and reasonably predictable over time. The normal variables are the number of students and the number of staff. All clients, however, can experience a "spike" in fees due to an unforeseen event or case. The Firm wishes to acknowledge volume of work and help the client mitigate the impact when a "spike" occurs.

For these reasons, in addition to the Breadth of Business Discount described above, the Firm also offers Marysville Joint Unified a Volume of Work Discount.

c. Discount Chart

If the District also chooses the Breadth of Business Discount, the combined Breadth and Volume Discounts are set forth in the chart below.

Monthly Dollar Amount Range	Volume of Work Discount	Breadth of Business Discount	Total Possible Combined Discount
Up to \$25,000	0%		3%
\$25,001 to \$50,000	2%		5%
\$50,001 to \$100,000	4%	3%	7%
\$100,001 to \$150,000	8%		11%
\$150,001 and above	12%		15%



Marysville Joint Unified School District June 24, 2015 Page 3

2. On-Site General Counsel Hours

Some clients have an interest in pre-scheduled on-site General Counsel hours. If desired by the District, the Firm can provide this service.

Please contact me if the District is interested in discussing this option. Typically, this option is based on:

- A pre-determined day or number of days each month.
- Counsel is present on-site from 9:00 a.m. to 5:00 p.m.
- A reduced flat fee will be charged.
- Additional hours worked on the day are billed at the regular hourly rate.

We value Marysville Joint Unified School District's business. If you require further information, please contact me.

Very truly yours,

KINGSLEY BOOARD LLP

PAUL R. GANT

PRG:sd

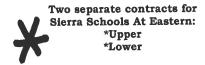
Enclosure



ACKNOWLEDGMENT OF 2015/2016 FISCAL YEAR LEGAL SERVICES BILLING RATES

	Associate Paralegal Of Counsel	\$180-\$240 \$130 \$250
		please acknowledge receipt of Kingsley services by signing and returning this form
Paul R. Gant Kingsley Bogard LL. 50 Iron Point Circle, Folsom, CA 95630 pgant@kblegal.us		
1. The Volume of Wor No further action is n		tically be applied to your monthly invoice.
		f Business Discount, please check at least clusively represent the District.
	Human Resources	
	Special Education	
	Student Services	
	Business	
	General Governance / B	oard
FOR: Marysville Joint Unifie	ed School District	
Date:, 201:	5	
Signature:		_
Name:		_

{00032127,1}



NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2015-2016

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPULIC SCHOOL AND AGENCY SERVICES

MARYSVILLE JOINT UNIFIED SCHOOL

	LEA		DISTRICT
		Contract Year	2015-2016
Type of	X Contract:	_ Nonpublic School _ Nonpublic Agency	
X		al year with Individual	Service Agreements (ISA) to be approved throughout the
	term of this contract.		
	Individual Master Contrinto the terms of this Ind	ract for a specific stude dividual Master Contra	ent incorporating the Individual Service Agreement (ISA) act specific to a single student.
	Interim Contract: an ext of this Interim Contract discretion of the LEA.	is to provide for ongo	fiscal years approved contracts and rates. The sole purposeing funding at the prior year's rates for 90 days at the sole
	When this section	on is included as part	of any Master Contract, the changes specified above

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2015-2016

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: MARYSVILLE JOINT UNIFIED

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: SIERRA SCHOOL AT EASTERN- Upper

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2015, between MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as the local educational agency ("LEA"), a member of the YUBA SELPA and SIERRA SCHOOL AT EASTERN-Upper (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic data base for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student

enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2015 to June 30, 2016 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2016. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records 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 LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall

maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA shall provide the CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

Part 1

A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence \$ 500,000 fire damage \$ 5,000 medical expenses \$1,000,000 personal & adv. Injury \$3,000,000 general aggregate \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence \$2,000,000 general aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education as additional insured's premiums on all insurance policies and shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.



H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a nonpublic school affiliated with a residential treatment center (NPS/RTC), the following insurance policies are required:

- A. Commercial General Liability coverage of \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate. The policy shall be endorsed to name the LEA and the Board of Education as named additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000/000/\$1,000,000.
- C. Commercial Auto Liability coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. Professional Liability/Errors & Omissions/MALPRACTICE coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees)

resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict

of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms

of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable or meeting CAHSEE exception/waiver requirements per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this

Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained Behavior Intervention Manager or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time, shall be at least 314 instructional minutes. (Alternate: weekly total number of minutes shall be at least 1570)

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

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

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

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable

days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTORS provided forms at their discretion.



27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), and the California High School Exit Examination, as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56521.5 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and Behavioral Emergency Reports ("BERs"). Evidence of such

training shall be submitted to the LEA at the beginning of the school year and within 6 days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a Behavior Intervention Plan (BIP), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the student of one or more of his or her senses, pursuant to California Code of Regulations 3052(1-9).

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th)} day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code Sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA-for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or NPS shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with LEA surrogate parent assignments.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students 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 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

The CONTRACTOR shall also provide an LEA representative provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the student one month prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team (5) five business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.



37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine through twelve inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five "5" business days when a LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

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

CONTRACTORS operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTORS must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, 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 LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTORS providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., tit. 5, section 3001 et seq., Cal. Code Regs., tit. 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. STATE MEAL MANDATE

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

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also a LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the Nonpublic School, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony

as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full and valid non-expired CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a student by this LEA shall be certified or licensed by

that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq., To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on a LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of

each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that ARE not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the



provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section Seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the Contractor certifies that:

- (a) The Contractor and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.



The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1^{st} day of July, 2015 and terminates at 5:00 P.M. on June 30, 2016, unless sooner terminated as provided herein.

CONTRACTOR

LEA

SIERRA SCHOOLS AT EASTERN
UPPERANDEDWER_
Nonnublic School/Agency

MARYSVILLE JUSD

Nonpublic School/Agency	
By: June 1906 6-30-15 By Date	Signature Date
Name and Title of Authorized Representative	Name and Title of Authorized Representative
Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
lanine Shigher, Sierra Upper Director	TONI VERNIER, DIRECTOR
Name and Title Sierra School Upper	Name and Title MARYSVILLE JOINT UNIFIED SD
Nonpublic School/Agency/Related Service Provider	LEA
1150 Eastern Avenue	1919 B STREET
Sceramento CA 95684	Address MARYSVILLE CA 95901
City State Zip 91104882515 911048812103	City State Zip 530-749-6180 530-741-7850
Phone Fax Thughes O Sierra-School. com	Phone Fax TVERNIER@MJUSD.COM
Email	Email
	Additional LEA Notification (Required if completed)
	Name and Title
	Address
	City State Zip
	Phone Fax
	Email



INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES (Education Code Sections 56365 et seq.)

applicable law.	2016, unless sooner terminated as provided in the Master Contract and by
	Nonpublic

Local Education Agency(LEA)				Nonpublic School/Agency		
Address				Address		
City, State Zip				City, State, Zip	200	
LEA Case				Phone	Fax	
Manager				e-Mail		
Student	1	Student		Program Contact Nai	me:	
Last Name		First Name		Phone	Fax	
D.O.B.		I.D.#		e-Mail		
Grade	Level	Sex	()M()F	Education Schedule -	Regular School Year	
Parent/	32539902860	Parent/		Number of Days	Number of Weeks	
Guardian		Guardian		Education Schedule - Extended School Year		
Last Name		First Name		Number of Days	Number of Weeks	
Address	id.	CACONIA PROPERTY	5	Contract Begins	Ends	
City, State, Zip				Master Contract App	roved	
Home Phone		Business		by the Governing Box	ard on	

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROV				Cost and Duration	Number of Sessions per	Num	mum ber of ions	Estimated Maximum Total
	LEA	NPS	NPA	OTHER Specify	of Session	wk/mo/yr	Reg School Year	ESY	Cost for Contracted Period
A. BASIC EDUCATION		MINISTER SE							
B. RELATED SERVICES									
Transportation a. Paid to NPS/A b. Reimburse parent									
Counseling a. Group b. Individual c. Family									
3. Adapted P.E. a. Group of b. Individual									
4. Speech/Language a. Group of b. Individual c. Consultation									
5. SCIA a. Individual b. Group of									



B. RELATED SERVICES	PROV	IDER			Cost and Duration	Number of Sessions per wk/mo/yr	Maximum Number of		Estimated Maximum
(cont'd)	<u>LEA</u>	NPS	NPA	OTHER Specify	of Session		Sessi	ons	Total Cost for
				Speeny			Reg School Year	ESY	Contracted Period
6. Intensive Academic Instruction									
7. Occupational Therapy a. Group of b. Individual c. Consultation									
8. Physical Therapy a. Individual b. Consultation									
9. Behavior Intervention (BI) a. Consultation b. Direct (BII) c. Supervision (BID) d. Assessment									
10. Nursing									
11, Other						0			
						TOTAL CO	OST	-	\$
SPECIALIZED EQUIPMENT/SUPPORT OF AL ESTIMATED MAX COSTS/SPECIALIZED EQ 4. Other Provisions/Attachments:	KIMUM UIPME	BASIC	EDUC PPLIES	ATION/ R	ELATED SI	ERVICES	\$		
5. Progress Reporting Requirements	s:		Quarter	ly M	Ionthly	Other (Speci	fy)		
MASTER CONTRACT APPROVE	D BY TH	E GOVER	NING BO	OARD ON					
The parties hereto have executed this pelow.	s Individu	al Service	s Agreeme	ent by and thro	ough their duly a	authorized agent	ts or represe	ntatives as	set forth
-CONTRA	ACTOR-					-DIST	RICT-		
Name of Nonpublic School/Agency)			(Nam	ne of School Dis	strict)			
Signature)			()	Date) (Sign	ature)				(Date)



(Name and Title)

(Name of Superintendent or Authorized Designee)



Sierra School at Eastern: Upper and Lower

<u>Service and Fee Information</u> 2015 - 2016

Specialized Academic Instruction (SE) \$134.76/day - \$22.46/hour

Behavior Intervention - Design or Planning (BID) Included

Behavior Intervention - Implementation (BII) Included

Counseling and Guidance Services – Individual (IC) \$61.75 per hour

Counseling and Guidance Services – Group (IC) Included

Language and Speech Development and
Remediation (LSD) \$85.50 per hour

Occupational Therapy (OT) \$95.00 per hour

Parent Counseling and Training (PCT)

Included

Specially Designed Vocational Education and Career Development (VECD)

Included

Intensive Individual Services (1:1 Aide) \$18.50/hour

Transportation \$23.42/RT (within Sac. County) \$32.45/RT (outside Sac. County)







Sierra School at Eastern 1150 Eastern Ave Sacramento, CA 95864 (916) 488-6763 fax



Upper School Director: Janine Hughes (916) 488-2515 Upper School phone

Lower School Director: Carlee Erickson (916) 488-5455 Lower School phone

School Hours: Monday-Friday 8:00 am - 2:15 pm Minimum Day Hours: 8:00 am - 12:00 pm

M	T	W	TH	F
	July 20	15 ESY	(10 days))
		1	2	3
6	7	8	9	10
13	14	15	{16}	17
20	21	22	23	24
27	28	29	30	31

M	Т	W	TH	F			
August 2015 (11 days)							
3	4	5	6	7			
*10	*11	*12	*13	*14			
[17]	18	19	20	21			
24	25	26	27	28			
31							

M	Т	W	TH	F
S	eptemb	er 2015 (21 days)	
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

M	T	W	TH	F
	Octobe	er 2015 (2	22 days)	
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

M	Т	W	TH	F				
November 2015 (15 days)								
2	3	A	5	6				
9	10	11	12	13				
16	17	18	19	20				
23	24	25	26	27				
30								

T	W	TH	F
cembe	er 2015 (14 days)	
1	2	3	4
8	9	10	11
15	16	17	18
22	23	24	25
29	30	31	1
	cember 1	cember 2015 (1 2 8 9	cember 2015 (14 days) 1 2 3 8 9 10

M	Т	W	TH	F			
January 2016 (19 days)							
				139			
4	5	6	7	8			
11	12	13	14	<15>			
18	19	20	21	22			
25	26	27	28	29			

M	T	W	TH	F					
February 2016 (16 days)									
1	2	3	4	5					
8	9	10	11	12					
15	16	17 -	18	19					
22	23	24	25	26					
29									

M	TW		TH	F
	March	2016 (17	days)	
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

M	T	W	TH	F
	April	2016 (21	days)	
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	Т	T W TH		F					
May 2016 (21 days)									
2	3	A	5	6					
9	10	11	12	13					
16	17	18	19	20					
23	24	25	26	27					
30	31			4					

M	T	WTH		F
June	e 2016 (3 days) I	ESY (12	days)
		1	2	3
6	7	8	9	10
{13}	14	15	16	17
20	21	22	23	24
27	28	29	30	

Regular School Year Information – 180 Days

- First Day of RSY Aug 17, 2015
- Last Day of RSY June 3, 2016



School Closed/Office Closed Minimum Day

- * Staff Development Days Non Student Days
- < > Last Day of the Semester

Holidays and Breaks:

7/03/15 4th of July, 8/10/15-8/14/15, Staff Development, 9/07/15, Labor Day, 11/11/15 Veterans Day, 11/23/15 to 11/27/15 Thanksgiving Recess, 12/21/15 to 1/01/16 Winter Recess, 1/18/16 Martin Luther King Day, 2/15/16 to 2/19/16 Presidents' Week, 3/21/16 to 3/28/16 Spring Recess, 5/30/16 Memorial Day

2015 Extended School Year Information

First Day of ESY June 15, 2015

- { } Last Day of ESY July 16, 2015
- 20 Days: Monday thru Thursday Hours (8:00 AM-1:00 PM)

2016 Extended School Year Information

{ } First Day of ESY June 13, 2016

Last Day of ESY July 14, 2016 19 Days: Monday thru Thursday

19 Days: Monday thru Thursday Hours (8:00 AM-1:00 PM)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2015

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

	te terms and conditions of the policy, ertificate holder in lieu of such endors				Idolae	IIICIIL A SIAI	ement on a	is definitional account to		3	
_	DUCER	SHIP	11/2/		CONTAI NAME:	Sonia A	uila				
	urance Agency, Ltd				PHONE (A/C, No. Ext): (312) 625-5584 FAX (A/C, No.): (847) 440-9127						
175	0 E Golf Road				E-MAIL ADDRESS:Saujla@assuranceagency.com						
	te 1100									NAIC#	
Sch	aumburg IL 60173				INSURE		Insurance			22292	
INSL	JRED C	PEC	'EDI	L-01	INSURER B: Praetorian Insurance Company						
	ecialized Education Holdings, Inc.	,	,,	,-01	INSURE						
Spe	ecialized Education of California, Inc.				INSURE	RD:					
385	Oxford Valley Road, Suite 408				INSURE	RE:					
Yar	dly PA 19067-7723				INSURE	RF:					
co	VERAGES CER	TIFIC	ATE	NUMBER: 847911040				REVISION NUMBER:			
IF	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY REFRIFICATE MAY BE ISSUED OR MAY INCLUSIONS AND CONDITIONS OF SUCH	QUIR PERT POLIC	EMEI AIN, CIES.	NT, TERM OR CONDITION OF	OF AN	THE POLICIE REDUCED BY	S DESCRIBED PAID CLAIMS.	HEREIN IS SUBJECT T	61 10	WITHOUT THE S	
LTR		ADDL INSR	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LÌMI	rs		
A	GENERAL LIABILITY	001109	, Circa	ZHC-A34626700		7/1/2015	7/1/2016	EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,	000	
	X COMMERCIAL GENERAL LIABILITY							PREMISES (Ea occurrence)	\$500,00	00	
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$15,000	Case IV Case	
								PERSONAL & ADV INJURY	\$1,000.		
								GENERAL AGGREGATE	53,000,		
	GEN'L AGGREGATE LIMIT APPLIES PER:						-	PRODUCTS - COMPAOP AGG	\$3,000,	000	
	POLICY PRO X LOC						744 10040	COMBINED SINGLE LIMIT	-		
A	AUTOMOBILE LIABILITY			AHC-A34626901		7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,	000	
	ANY AUTO SCHEDULED						1	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$			
	AUTOS AUTOS							PROPERTY DAMAGE	s		
	X HIRED AUTOS X NON-OWNED AUTOS							(Per accident)	s		
_		_		W.O. 46 (000004		7/1/2015	7/1/2016		\$20,000	2.000	
A	X UMBRELLA LIAB OCCUR			UHC-A34626801		//1/2015	771/2010	EACH OCCURRENCE	-	1,000	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	S		
	DED RETENTIONS WORKERS COMPENSATION	_	-	QWC4001369		7/16/2015	7/16/2016	X WC STATU- OTH-	-		
В	AND EMPLOYERS' LIABILITY V/N			CAACAOOTSOS		7710/2010	11000000	EL EACH ACCIDENT	\$1,000,	000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A						EL DISEASE - EA EMPLOYER			
	(Mandatory In NH) If yes, describe under							EL DISEASE - POLICY LIMIT	-		
	DÉSCRIPTION OF OPERATIONS below		-			7/1/2015	7/1/2016	Occurrence	\$1,000,0		
A	Educators Professional Liability			ZHC-A34626700		7712015	77.42016	Aggregate	\$3,000,0		
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICO of of Insurance	ES (#	ttach /	(CORD 101, Additional Remarks 5	Schedule	, If more space k	s required)				
CF	RTIFICATE HOLDER				CANC	ELLATION					
-	Marysville Joint Unified Sci 1919 B. Street	loor	Distr	ict	THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE (EREOF, NOTICE WILL Y PROVISIONS.	BE DE	LED BEFORE LIVERED IN	
	Marysville CA 95901				1	niel G. K	_				



TOM TORLAKSON

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

NOTICE OF NONPUBLIC, NONSECTARIAN SCHOOL CERTIFICATION Date: November 14, 2014 Site Administrator: Janine Hughes Nonpublic School: Sierra School at Eastern - Upper CDS Code: 34-67447-6938245 Site Address: 1150 Eastern Avenue 95864 City: Sacramento Maximum Capacity: 60 Male Only Approved Classrooms: 5 Authorized Grade Levels: 8 to 12 2015 CERTIFICATION STATUS: ☑ Amended APPROVED **EFFECTIVE DATES:** January 01, 2015 through December 31, 2015 Authorized to Provide Special Education Instruction to Students Identified with the Following Primary Disabling Conditions: ☐ Orthopedically Impaired ☐ Hearing Impaired **✓** Austim ✓ Intellectual Disability-Mild to Moderate Specific Learning Disability. ✓ Deaf Blindness ☐ Speech and Language Impairement ☐ Deafness ✓ Intellectual Disablity-Moderate to Severe ☐ Tramatic Brain Injury ■ Multiple Disabilities ✓ Emotional Disturbance ☐ Visual Impairment Early Intervention ✓ Other Health Impairment Authorized to Provide the Following Related Services: ☐ Adaptive PE ☐ In Home and Hospital ☐ Physical Therapy ☐ Low Incidence Recreational Services ☐ Audiological Services ✓ Language Speech Development and Remediation ☐ Assistive Technology Services ☐ Specialized Driver Training Instruction ☑ Behavior Intervention Design and Planning ☐ Music Therapy ☑ Behavior Intervention Implementation ■ Nonmedical Care Room and Board ■ Social Worker ☐ Orientation and Mobility Instruction ☐ Transcriber Services ✓ Counseling and Guidance ☐ Vision Services ✓ Occupational Therapy ☐ Early Education □ Vocational Education / Career Development Parent Counseling and Training ■ Educational Interpreter Health and Nursing Services Psychological Services

Certification is not an endorsement of the services offered by the nonpublic school (NPS), but states only that the NPS meets mininum legal standards. "Approved" or "Conditional" certifications authorize the NPS to accept students placed by local educational agencies (LEAs) under California Education Code Section 56366.

GEORGE M. OLIVE III

George M. Olive III Interagency Nonpublic Schools and Agencies Unit Special Education Division



(Rev. August 2013) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

	Name (as shown on your Income tax roturn)									
	Specialized Education of California, Inc.									
જાં	Business name/disregarded entity name, if different from above									
	DBA: Sierra Schools of CA									
þá	Check appropriate box for federal tax classification:				E	xem	ptions (s	seé ins	truction	ıs):
5	☐ Individual/sole proprietor ☑ C Corporation ☐ S Corporation	Partnership	Trust/estat	8						
8 8	E (talvicos de la pintate)		9		E	хет	pt payee	code	(If any)	
Print or type Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation,	S=S corporation, P=partners	shlp) ►				ption fro (if any)	m FA	TCA rep	orting
声音	CT Other free healthcolleged by	-3-								•
ور به	Other (see instructions) Address (number, street, and apt. or suite no.)		Requester's	nam	e and	d add	tress (or	tlonal)	
5	385 Oxford Valley Road, Suite 408									
S	City, state, and ZIP code									
See										
4,	Yardley, PA 19067 List account number(s) here (optional)									
	List account hamourly) tota (optional)							1		
Par	Taxpayer Identification Number (TIN)					-11-0				
Enter	your TIN in the appropriate box. The TIN provided must match the na	ame given on the "Name"	Ilne So	clal s	secui	ity n	umber			
to suc	id backup withholding. For individuals, this is your social security nu	mber (SSN), However, tor	В	1						П
raelda	at allen, sole proprietor, or disregarded entity, see the Part I Instructi	ons on page 3. For other				-		-		
entitle	s, it is your employer identification number (EIN). If you do not have a page 3.	a number, see now to get	a							
	i page 3. If the account is in more than one name, see the chart on page 4 for	ouidelines on whose	Er	nploy	er Id	entif	Ication	numb	or	
	er to enter.	gatachtics all misse		١.		_	7 4		6 9	9
	4400		2	2	-	3	7 1	4	p a	9
Par	Certification									*******
	penalties of perjury, I certify that:									
1. The	number shown on this form is my correct taxpayer identification nu	mber (or I am waiting for a	a number (lo be	issu	ed t	o me),	and		
A 1.	and authors to be also withholding because (a) I am evernt from	hackiin withholding or (h)	I have not	bee	n no	titiec	i by the	inte	mal Re	оппау
Se	ryice (IRS) that I am subject to backup withholding as a result of a fa	lure to report all interest o	r dividend	s, or	(c) ti	ne lF	RS has	notlfi	ed me	that I ar
no	longer subject to backup withholding, and									
	n 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 exe	mpt from FATCA reporting	g is correct	L,				oceno e so	en e	control
becau Interes genera	leation instructions. You must cross out item 2 above if you have be se you have falled to report all interest and dividends on your tax ret st paid, acquisition or abandonment of secured property, cancellatio ally, payments other than interest and dividends, you are not require	um. For real estate transa	ctions, itei	ualn	etire:	not	appiy. I	eme	nt (IFA	, and
	etions on page 3.			_		_				
Sign Here	Signature of U.S. person > Stress S. Church		ter DS							
Gen	eral Instructions	withholding tax on foreig								

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. 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:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be (ssued).
- 2. 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

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).

• A comesuc 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.



Sierra	School	Eastern: 1	Upper 5	Staff List	st	
	1150 Eastern Avenue Sacramento, CA 95864	le Sacrai	nento, C	A 95864		
		Date of	Fingerprint	F	E S	New TB
	Position	UILE ON DOOD	Clearance	A11	Cidalalice	2447047
	Director	SUNZ/L/Z	SONZINZ/I	/ Levynozna	0/14/2013	0/14/2017
Vena Whitehurst	Administrative Assistant	1/16/2006	1/11/2009	1/11/2009 M011WHV002	7/18/2014	7/18/2018
Tara Peterson	Clinical Coordinator	6/18/2012	5/31/2011	1138PET192	9/4/2014	9/4/2018
Brittany Auering	Teacher	2/25/2013	2/25/2013	1056AUB992	2/18/2013	2/18/2017
Roberta Cornell	Teacher	8/19/2012	8/8/2013	1220COR527 1220COR752	8/21/2013	8/21/2017
Laima Druskis	Teacher	4/16/2012	5/30/2012	1145DRL181	5/25/2012	5/25/2016
Carey Lashley	Teacher	6/15/2015	6/11/2015	1162LAC456	3/7/2015	3/7/2019
Ashley Lewis	Teacher	8/6/2014	8/14/2014	1226LEA540 1226LEA541	4/4/2014	4/4/2018
Alana Alcala-Reeves	Teacher's Assistant	8/6/2014	7/28/2014	1198ALA656	7/23/2014	7/23/2018
:	1:1 Aide for					1
Karli Clemmons	Justin Duffy	7/11/2013			7/5/2013	//5/201/
Jasmine Cooper	Teacher's Assistant	11/20/2014	11/19/2014	1323COJ789	12/4/2013	12/4/2017
Justin Edens	Teacher's Assistant	4/27/2015	4/23/2015	1106EDJ096	4/17/2015	4/16/2019
Devon Hord	1:1 Aide for Dante Shanta	5/18/2015	511212015	1127FOD159	5/14/2015	5/14/2019
Christi Galela	Teacher's Assistant	8/23/2010			10/4/2014	10/4/2018
Snolia Grant	Teacher's Assistant	4/16/2012	5/30/2012	1144GRS169	8/16/2014	8/16/2018
Jonathan Y. Heine	Teacher's Assistant	8/19/2013	8/19/2013	1220HEJ763	8/2/2012	8/2/2016
	1:1 Aide for					
Taniela Inukihaangana	Aidan Pearce	9/29/2014	9/19/2014	1262INT103	9/19/2014	9/19/2018
Dometrice Little	1:1 Aide for Cameron McDaniel	2/23/2015	2/17/2015	1044LID749	2/19/2015	2/19/2019
Delisha Merriweather	1:1 Aide for Leticia Quintero	9/29/2014	9/17/2014	IZ60MED291	517/2014	5/7/2018
	Transition/Teacher's					
Khiry Moore	Aide	4/16/2012	5/22/2012	1143MOC056	6/17/2014	6/17/2018
Teresa Pearson	Transition/Teacher's Aide	4/16/2012	5/30/2012	1145PET072	12/16/2014	12/16/2018
Ericson Porter	Transportation	4/16/2012	5/30/2012		8/10/2013	8/10/2017
Manukia Tupou	1:1 Aide for Nicholas Francisco	9/23/2013	3 9/5/2013	3 1248TUM836	3 7/27/2012	7/27/2016
Lawrence Williams	1:1 Aide for Zachary Maynard	8/12/2013		8/8/2013 I212VVIL752	6/4/2012	6/4/2016



Back

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name: HUGHES First Name: JANINE Middle Name:

Document Information:

Document Number: 120547983

Document Title: Administrative Services Credential

Term: Preliminary Status: Valid

Issue Date: 6/1/2012 Expiration Date: 7/1/2017

Original Issue Date:

Grade:

Special Grade:

SB1969 (Title 5 §80487):

Authorization / Subjects

Code

Authorization ____ Authorization Description 2.3

Subject ... Code

Subject Description Major/ Minor

This credential authorizes the holder to provide the following services in grades twelve and below, including preschool, and in classes organized primarily for adults: develop, coordinate, and assess instructional programs; evaluate certificated and classified personnel; provide students discipline, including but not limited to suspension and expulsion; provide certificated and classified employees discipline, including but not limited to suspension, dismissal, and reinstatement; supervise certificated and classified personnel; manage school site, district, or county level fiscal services; recruit, employ, and assign certificated and classified personnel; and develop, coordinate, and supervise student support services including but not limited to extracurricular activities, pupil personnel services, health services, library services, and technology support services.

NONE

MAJ

R54A

Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal require

Code

Renewal Description ::.

recommendation from the program sponsor.

The term of this credential is limited by the term of the prerequisite credential. To renew this credential for the remainder of the five-year preliminary period allowed by law, the holder must renew the prerequisite credential. During the five-year preliminary period of this credential, the holder must complete two years of successful experience in a full-time administrative position in a public school or a private school of equivalent status and must maintain his or her valid prerequisite credential. In addition, the holder must complete one of the following options: (1) obtain the recommendation of a college or university verifying completion of a Commission-approved Individualized program of advanced preparation designed in cooperation with the employing agency and the college or university; or (2) verify completion of Modules 1, 2 and 3 of a California State Board of Education-approved AB 75 Principal Training Program or AB 430 Administrator Training Program; or (3) meet a Mastery of Fieldwork Performance Standards through a Commission-approved program and obtain the recommendation from the college or university that conducted the evaluation; or (4) complete a Commission-approved alternative program based on Commission-adopted guidelines resulting in the online

R68L

Employment Restrictions

Back

To view the educator's public records (current documents, all documents held and Adverse and Commission Actions), click on the Educator's Last Name.

Educator Information:

Last Name: HUGHES First Name: JANINE Middle Name:

Document Information:

Document Number: 120530128

Document Title: Pupil Personnel Services Credential

Term: Clear Status: Valid

Issue Date: 7/1/2012 Expiration Date: 7/1/2017

Original Issue Date: 6/7/2007

Grade:

Special Grade:

SB1969 (Title 5 §80487):

Authorization / Subjects

Authorization Code	Authorization Description	Subject Code	Subject Description		Major/ Minor	1
R512	This credential authorizes the holder to perform the following services in grades 12 and below, including preschool, and in programs organized primarily for adults: assess home, school, personal and community factors that may affect a student's learning; identify and provide intervention strategies for children and their families, including counseling, case management, and crisis intervention; consult with teachers, administrators and other school staff regarding social and emotional needs of students; and coordinate family, school and community resources on behalf of students.	SSW	School Social Work	±	LAM	

Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal require

Renewal Code

R20

A Renewal Description

Ad De

To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier

than 12 months before the expiration date. The renewal period is five years.

Employment Restrictions



Department of Consumer Affairs



Skip navigation

Current Date: 05/13/2015 11:12 AM

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Press "Previous Record" to display the previous license.

Press "Next Record" to display the next license.

Press "Search Results" to return to the Search Results list.

Press "New Search Criteria" to do another search of this type.

Press "New Search" to start a new search.

License Number: 25222

HUGHES, JANINE

License Type:

Name:

Licensed Clinical Social Worker License Renewed & Current

License Status: Expiration Date:

09/30/2016

Original Issuance Date:

01/22/2009

Addresses

Address of Record

Address

898 Courtyards Loop

LINCOLN, CA

PLACER

95648-7215

Vinw on a man

Public Record Actions

Arbitration Award

Administrative Disciplinary Actions Court Order Misdemeanor Conviction **Felony Conviction** Malpractice Judgment License Issued with Public Letter of Reprimand Administrative Citation Issued Administrative Action Taken by Other State or Federal Government

None found None found None found None found None found None found

None found

None found

None found

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AUERNIG, BRITTANY > Document:

New Search Note: If you have questions about the information displayed below, please dick here for a listing of Commission contacts.

Last Name: AUERNIG First Name: BRITTANY Middle Name: CAROLONNA

Last Known County of Employment Adverse and Commission Actions Indicator: Note: Please verify County of Employment is current If flag displayed, citck the Adverse and Commission Actions tab. If no

Current Document All Documents | Adverse and Commission Actions

Document Number ==:

Document Title ==

Status 🏥 Term ≔

Issue Data 💝

Expiration Date ::-

Education Specialist Instruction Credential

Prelimbary Valid 1/2/2015

2/1/2020

130159062

Education Specialist Instruction Credential

VaEd Intern

0/19/2013

9/1/2015

Authorization/Subjects

R3MM

AAAS

ELA1

Authorization Authorization Description

This authorizes the holder to conduct Educational Assessments related to students' access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and individuals with a primary disability of specific learning disabilities, mid/moderate mental retardation, other health impalment, and emotional disturbance, in kindergarten, grades 1–12 through age 22, and class services across the continuum of program options available.

The autism spectrum disorders added authorization authorizes the holder to conduct assessments, provide instruction, and special education related services to individuals with a primary disability of autism acceleration program options at the grade and age levels authorized by the prerequisite credential.

The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for at or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to credential or permit; (2) specially designed content instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorized by other volid, non-energency credentials or permits held, as specified in Education Code Section 44253.3.

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Description ==

This preliminary credential may not be renewed. To continue to serve in a position authorized by this credential, the holder must obtain the recommendation from a Commission-approved Clear Education Spe

Employment Restrictions



CORNELL, ROBERTA > Document:

Now Search Note: If you have questions about the information displayed below, please dick here for a listing of Commission contacts.

Last Name: CORNELL First Name: ROBERTA Middle Name: SUE

Last Known County of Employment Adverse and Commission Actions Indicator:

Note: Please verify County of Employment is current If flag displayed, click the Adverse and Commission Actions tab. If no

Current Document All Documents | Adverse and Commission Actions

Document Number 🚟

Document Title ==

Status:

Issue Date 😴

Expiration Date -:

Origi

130157670

District Intern Credential

Valid

8/12/2013

9/1/2016

101184546

Certificate of Clearance

Valid

7/8/2010

8/1/2015

Authorization/Subjects

Cade

Authorization - Authorization Description -

ELA2

MMER

The following instructional services may be provided to English learners limited to the grades authorized by the intern credential; (1) instruction for English language development; (2) specially designed content the subjects and programs authorized by the intern credential.

This authorizes the holder to conduct Educational Assessments related to students' access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and individuals with a primary disability of specific learning disabilities, mild/moderate mental retardation, other health impairment, and emotional disturbance, in kindergarten, grades 1–12 through age 22, and class services across the continuum of program options available.

Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

R28

Renewal Description 🕮

Code

This certificate is not renewable. To continue to serve in a position authorized by this certificate, the holder must complete the district intern program and obtain the clear credential. A one calendar-year extension is successfully complete the professional development plan and experience requirements.

Employment Restrictions

NPS/NPA

SIERRA SCHOOL

SACRAMENTO COUNTY OFFICE OF EDUCATION



DRUSKIS, LAIMUTE > Document:

New Search Note: If you have questions about the Information displayed below, please cick here for a listing of Commission contacts.

Last Name: DRUSKIS First Name: LAIMUTE

Last Known County of Employment Adverse and Commission Actions Indicator: Note: Please verify County of Employment is current If flag displayed, click the Adverse and Commission Actions tab. If no

Middle Name: E. Current Document All Documents | Adverse and Commission Actions

Document Number 💳

Document Title :==

Term ==

Issue Date 👼

Expiration Date =

123150956

Education Specialist Instruction Credential

tevel II

Status :: VaEd

9/1/2012

10/1/2017

Authorization/Subjects

Code

Authorization ... Authorization Description ...

R3MS

This authorizes the holder to conduct Educational Assessments related to students' access to the academic core cumculum and progress towards meeting instructional academic goals, provide instruction, and individuals with a primary disability of autism, moderate/severe mental retardation, deaf-blind, emotional disturbance, and multiple disabilities, to students in kindergarten, grades 1 - 12 through age 22, and day in services across the continuum of program options available.

FLAI

The following instructional services may be provided to English learners: (1) instruction for English language development in grades twelve and below, including preschool, and in classes organized primarily for at or permit is a designated subjects adult education teaching credential, a child development instructional permit, or a child development supervision permit, English language development instruction is limited to or permit a development supervision permit, English language development instruction delivered in English in the subjects, programs and at the grade levels authorized by the prerequisite credential or permit. This English learner authorized by other valid, non-emergency credentials or permits held, as specified in Education Code Section 44253.3.

Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Renewal Code

R20

To renew this credential, the holder needs to submit only an application and fee to the Commission no earlier than 12 months before the expiration date. The renewal period is five years.

Employment Restrictions



COMMISSION ON TEACHER CREDENTIALING.

Ensuring Educator Excellence

By virtue of the authority vested in the Commission on Teacher Credentialing in recognition of preparation to serve in California public schools

CAREY FERDINAND LASHLEY

is hereby awarded a

Clear Level I Education Specialist Instruction Credential

AUTHORIZED SUBJECT(S):

Mild/Moderate Disabilities

Multiple Subject



LEWIS, ASHLEY > Document:

New Search : Note: If you have questions about the information displayed below, please dick here for a listing of Commission contacts.

Last Name: LEWIS First Name: ASHLEY Middle Name: DIANNE

Last Known County of Employment Adverse and Commission Actions Indicator: Note: Please verify County of Employment is current If flag displayed, cick the Adverse and Commission Actions lab. If no

Current Document All Documents Adverse and Commission Actions

Document Number :::-

Document Title

Issue Date

Expiration Date .=

Origi

140191364

Short-Term Staff Permit

Status :: Valid 8/1/2014

8/1/2015

8/1/2

101255787

Certificate of Clearance

10/19/2010

11/1/2015

Authorization/Subjects

Authorization 🚑 Authorization Description 🚖

REMS

ELAE

This authorizes the holder to conduct Educational Assessments related to students' access to the academic core curriculum and progress towards meeting instructional academic goals, provide instruction, and individuals with a primary disability of autism, moderate/severe mental retardation, deaf-blind, emotional disturbance, and multiple disabilities, to students in kindergarten, grades 1 - 12 through age 22, and day in services across the continuum of program options available.

Term :-

The following instructional services may be provided to English learners within the specialty area(s) and grade/age level authorization of this document: (1) English language development defined as instruction of English professor in English in English in English professor in English in English

Renewal Requirements

Please disregard any # signs you may see below and refer to the "Additional Description" column to the right for specific renewal requirements.

Additio

Renewal Code 🕮

Renewal Description 🚞

This certificate may not be renewed.

Employment Restrictions

NPS/NPA

SIERRA SCHOOL AT EASTERN

SACRAMENTO COUNTY OFFICE OF EDUCATION

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Department of Consumer Affairs



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Press "Search Results" to return to the Search Results list.

Press "New Search Criteria" to do another search of this type.

Press "New Search" to start a new search.

License Number: 87204

Current Date: 06/18/2015 09:27 AM

Name:

Maille.

PETERSON, TARA LYNN

License Type:

Licensed Marriage and Family Therapist

License Status:

License Renewed & Current 12/31/2016

Expiration Date:
Original Issuance Date:

06/17/2015

Addresses

Address of Record

Address

6330 Wexford Cir

CITRUS HEIGHTS , CA

SACRAMENTO

95521-4940 US

View on a map

Public Record Actions

Administrative Disciplinary Actions

Court Order

Misdemeanor Conviction

Felony Conviction

Malpractice Judgment

License Issued with Public Letter of Reprimand

Administrative Citation Issued

Administrative Action Taken by Other State or Federal Government

Arbitration Award

None found

None found None found

None found

None found

None found

None found

None found

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Press "Next Record" to display the next license.

Press "Search Results" to return to the Search Results list.

Press "New Search Criteria" to do another search of this type.

Press "New Search" to start a new search.

License Number: 46781

Current Date: 05/13/2015 11:22 AM

Name:

MARTINEZ, STACIE RANEE

License Type:

Licensed Marriage and Family Therapist

License Status:

License Renewed & Current

Expiration Date:

06/30/2016

Original Issuance Date:

01/15/2009

Addresses

Address of Record

Address

149 BRODKWATER CT

ROSEVILLE, CA

PLACER

95747

Vlow on a map

Public Record Actions

Arbitration Award

Administrative Disciplinary Actions
Court Order
Misdemeanor Conviction
Felony Conviction
Malpractice Judgment
License Issued with Public Letter of Reprimand
Administrative Citation Issued
Administrative Action Taken by Other State or Federal Government

None found None found

None found None found None found

None found

None found None found

None found

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SpeedyCeus.com P.O. Box 2016 Chino Hills, California 91709

CERTIFICATE OF COMPLETION

This Certifies that Stacie Martinez

License Number: mfc46781

has successfully completed the course

Clinical Supervision Ethics: Therapy Records

on July 16, 2013 for 6 hours of continuing education.

SpeedyCeus and/or this program have been approved for continuing education hours

- The California Board of Behavioral Sciences # PCE 3457
- The Texas Board of Social Worker Examiners # 5547, Exp. 10/31/13
- The National Board of Certified Counselors #6412
- The Florida Board of Clinical Social Work, Marriage and Family Therapy and Mental Health Counseling #50-14000
- Texas Board of Examiners of Marriage and Family Therapists #628
- Texas State Board of Examiners of Professional Counselors #1646

Lance J. Parks, LCSW

BOARD OF OCCUPATIONAL THERAPY

CALIFORNIA BOARD OF OCCUPATIONAL THERAPY

Licensee Name:	STACEY JAMES LEE	
License Type:	OCCUPATIONAL THERAPY ASSISTANT	
License Number:	2592	
License Status:	CLEAR Definition	
Expiration Date:	August 31, 2016	
Issue Date:	June 18, 2013	
County:	SACRAMENTO	
Actions: No		

Disciplinary Actions

No information available from this agency

Public Record Action(s)

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DEPARTMENT OF CONSUMER AFFAIRS BOARD OF OCCUPATIONAL THERAPY

CALIFORNIA BOARD OF OCCUPATIONAL THERAPY

Licensee Name:

ZETTEL THERESE MARIE

License Type:

OCCUPATIONAL THERAPIST

License Number: 9755

License Status:

CLEAR Definition

Expiration Date: December 31, 2016

Issue Date:

November 09, 2007

County:

SACRAMENTO

Actions:

No

Disciplinary Actions

No information available from this agency

Public Record Action(s)

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SOARD ACTIVITY

APPLICANT/REGISTRANT

LICENSEE

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SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY BOARD

Licensee Name:

STEINKE MONIKA KRISTEN

License Type:

Speech Pathologist

License Number:

17594

VALID Definition

License Status: Expiration Date:

November 30, 2016

Issue Date:

June 18, 2009

City:

SACRAMENTO

Courity:

SACRAMENTO

Actions:

Related Licenses/Registrations/Permits

Number	Name	Туре	Status	Actions
2417	PETH KIMBERLY KAY	Speech-Language Pathology Assistant	VALID	No
268	ROBERTS JEREMY JACOB	Speech-Language Pathology Assistant	VALID	No
8854	CASTIGNETTI NANCY ALYSON	RPE Temporary License	VALID:	No

Püblic Disclosure

No information available from this agency

Public Record Action(s)

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ROARD ACTIVITY

APPLICANT/REGISTRANT

LICENSEE

CONSUMER

FORMS/PUBLICATIONS

SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY BOARD

Licensee Name:

ROBERTS JEREMY JACOB

License Type:

Speech-Language Pathology Assistant

License Number: 268

License Status:

VALID Definition

SPA DEGREE Definition

Expiration Date:

June 30, 2016

Issue Date:

July 13, 2004

City:

SHINGLE SPRINGS

County:

EL DORADO

Actions:

Related Licenses/Registrations/Permits

Number Name

Status Actions

10817

OSTERBERG CHRISTINE ELIZABETH Speech Palhologist

Speech Pathologist VALID

STEINKE MONIKA KRISTEN 17594 Public Disclosure

No information available from this agency

Public Record Action(s)

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DEPARTMENT OF CONSUMER AFFAIRS BOARD OF OCCUPATIONAL THERAPY

CALIFORNIA BOARD OF OCCUPATIONAL THERAPY

Licensee Name: MAN MICHELLE

License Type:

OCCUPATIONAL THERAPIST

License Number: 9758

License Status:

CLEAR Definition

Expiration Date: March 31, 2016

Issue Date:

November 09, 2007

County:

SACRAMENTO

Actions:

No

Disciplinary Actions

No information available from this agency

Public Record Action(s)

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LICENSEE

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u

SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY BOARD

Licensee Name:

BEAN TRACI MICHELLE

License Type:

Speech Pathologist

License Number:

13057

License Status:

VALID Definition

Expiration Date:

January 31, 2016

Issue Date:

July 29, 2002

City:

CITRUS HEIGHTS

County:

SACRAMENTO

Actions:

No

Related Licenses/Registrations/Permits

Number Name

Actions Status

SIMMS ANGELA 1137

Speech-Language Pathology Assistant

VALID

2200

BAUMGARTNER-PAREDES KELLIE JO Speech-Language Pathology Assistant

Public Disclosure

No information available from this agency

Public Record Action(s)

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License Search - Speech-Language Pathology and Audiology and Hearing Aid Dispenser... Page 1 of 1

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BOARD ACTIVITY

APPLICANT/REGISTRANT

LICENSEE CONSUMER FORMS/PUBLICATIONS

SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY BOARD

Licensee Name: SHEA LORETTE BOURDAGES License Type: Speech Palhologist License Number: 13291 License Status: VALID D'efinition Expiration Date: February 29, 2016 December 30, 2002 Issue Date: ROSEVILLE City: County: **PLACER** Actions:

Related Licenses/Registrations/Permits

Number	Name	Туре	Status	Actions
1244	FISHER ISABELLE ANTHONETTE	Speech-Language Pathology Assistant	VALID	No
737	SCOVILLE CYDNEY LYNNE	Speech-Language Pathology Assistant	VALID	No

Public Disclosure

No information available from this agency

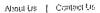
Public Record Action(s)

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BOARD ACTIVITY

APPLICANT/IREGISTRANT

LICENSEE

CONSUMER

FORMSIPURTICATIONS

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SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY BOARD

Licensee Name:

DE GELLEKE JANE MARY

License Type:

Speech Pathologist

License Number:

3598

License Status:

VALID Definition

Expiration Date:

November 30, 2016

Issue Date:

June 22, 1979

City:

GOLD RIVER

County:

SACRAMENTO

Actions:

No

Related Licenses/Registrations/Permits

·Number	Name	Туре	Status	Actions
	**	Speech-Language Pathology and Audiology Aide	CANCELLED	Νo
1264				No
2967	SILVA RENEE ELIZABETH	Speech-Language Pathology Assistant	VALID	MO
	RATTO DOMINIQUE ELIZABETH	Speech-Language Pathology Assistant	VALID	No
3019	RATIO DOMINIQUE ELIZABETTI	Operation and a second		

Public Disclosure

No information available from this agency

Public Record Action(s)

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Back ,





Proposal

440 State Street Schenectady, NY 12305

DATE: July 8, 2015

To:

Scott Lane

Marysville Joint Unified School District

1919 B Street

Marysville, CA 95901 [1] 530-749-6199

Phone: 888-427-2403 X8203

Prepared By: Jessica McCloskey

Title: Account Executive

Email jmccloskey@transfinder.com

Fax: 518-723-8298

DESCRIPTION	
Transfinder fm - (Single User Software License) - Fleet Management Software Upgrade to the Servicefinder Hosted System Browser-based, Hosted Solution Unlimited User - Site License Data conversion from your existing Transfinder FM software	No Charge for Servicefinder Upgrade
Servicefinder - Support, Service, and ASP Hosting Environment Includes unlimited support Includes automatic product updates (applied in the hosted environment) Includes Annual Hosting service Includes 16 hours of online Training (1 hour per week sessions) *Transfinder FM annual support fee credit may apply.	\$2,000.00
TOTAL ANNUAL COST	\$2,000.00
This proposal is for completing the job(e) as described above or delivering the above described product(e). This proposal expires 60 days from the date of issue. All involves are due and payable upon receipt. The total system cost for any of the above options, is due and payable upon installation or receipt of the software installation CD. Any Federal and/or State Sales or local taxes are the responsibility of the Licenses. **LICENSEE** Gay Todd, Superintendent Name & Title Signature* Federal Tax ID #: 94-00047	Date
* * * * ·	
For internal Use Only Product Delivered: Date Delivered: Delivered By: Manager Signature:	





THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this date, June 5, 2015 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Lois Gardner Mendoza (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Work"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 TERM: This Agreement shall have a term of 2015-2016 commencing from September 1, 2015 June 30, 2016.
- 1.3 COMPENSATION:
 - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is see Exhibit A.(hereinafter, the "Approved Rate Schedule").
 - B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum \$6,800.00 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments of as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT

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Deliverables Oriented Template -- Non Pro Svc



shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 <u>DISTRICT'S REPRESENTATIVES</u>: The DISTRICT hereby designates Representative, principal of Schools (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby, Contractor Lois Gardner Mendoza to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 <u>COORDINATION OF SERVICE</u>; <u>CONFORMANCE WITH REQUIREMENTS</u>: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 <u>STANDARD OF CARE; PERFORMANCE OF EMPLOYEES</u>: CONTRACTOR represents, acknowledges and agrees to the following:
 - A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and



- F. All of CONTRACTOR's employees and agents (including but not limited subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 <u>REMOVAL OF EMPLOYEES OR AGENTS</u>: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.
- 2.8 <u>COMPLIANCE WITH LAWS</u>: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 <u>NON-DISCRIMINATION</u>: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

III**EINSURAN**CE

- 3.1 <u>DUTY TO PROCURE AND MAINTAIN INSURANCE</u>: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain polices of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
 - A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. <u>Automobile Liability Insurance</u>: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 <u>ADDITIONAL INSURED REQUIREMENTS</u>: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 <u>REQUIRED CARRIER RATING</u>: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 <u>PRIMACY OF CONSULTANT'S INSURANCE</u>: All polices of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.



- 3.5 <u>WAIVER OF SUBROGATION</u>: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that its shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.

- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.



In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary of involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 <u>SCOPE OF WAIVER</u>: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 <u>SURVIVING ARTICLES</u>, <u>SECTIONS AND PROVISIONS</u>: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconslutants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 FINGERPRINTING. CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 <u>DRUG FREE WORKPLACE CERTIFICATION</u>. CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have



occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.

- 6.5 <u>FALSE CLAIMS ACT</u>. CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California Fals Claims Act, Government Code Section 12650 et seq.
- 6.6 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR: Lois Gardner Mendoza 9317 Dovewood Court Orangevale, CA 95662

Phone: 916-987-9421

Fax: \

Email: loisgm@pacbell.net

DISTRICT:

Marysville Joint Unified School District 1919 B Street Marysville, CA 95901 Phone: 749-6114

Fax: 742-0573

Such notices shall be deemed effective when personally delivered <u>or</u> successfully transmitted by facsimile as evidenced by a fax confirmation slip <u>or</u> when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.7 <u>COOPERATION</u>; <u>FURTHER ACTS</u>: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 <u>DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS</u>: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of



- the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Franciso, California.
- 6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6,20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have	caused this Agreement to	be executed the day	and year first	appearing in this
Agreement, above.				
BEADS/CVETTE TO INTELLED COTTOOL	Contra	actor		

MARYSVILLE JOINT UNIFIED SCHOOL **DISTRICT:**

Gay Todd, Superintendent

Xois Dardner Mende Lois Gardner Menda

ELA Consulta.

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Deliverables Oriented Template - Non Pro Svc



Cedar Lane Elementary

Exhibit A

Scope of Work

Scope of Work provided by: Lois Gardner Mendoza

Beginning on: September 1, 2015

Concluding on: June 20, 2016

Payment: \$400.00 per day x 17 = \$6,800.00

Service:

DAY	DATE	SITE	PURPOSE
1	September 15	CLE	Articulation Meetings - Evaluating CCSS Unit
			with EQuIP Rubric
2	September 16	CLE	Articulation Meetings – Evaluating CCSS Unit
			with EQuIP Rubric
3	September 17	CLE	Articulation Meetings – Evaluating
			CCSS Unit with EQuIP Rubric
4	October 12	CLE	Buyback Day – ELD Standards
5	October 25		Walkthrough with Principal
6	November 3	CLE	Articulation Meetings – ELD Strategies
7	November 4	CLE	Articulation Meetings – ELD Strategies
8	November 5	CLE	Articulation Meetings – ELD Strategies
9	December 6		Walkthrough with Principal
10	February 16	CLE	Articulation Meetings – Close Reading
11	February 17	CLE	Articulation Meetings – Close Reading
12	February 18	CLE	Articulation Meetings – Close Reading
13	March 7	CLE	Walkthrough with Principal
14	April 12	CLE	Articulation Meetings – CCSS Writing
15	April 13	CLE	Articulation Meetings – CCSS Writing
16	April 14	CLE	Articulation Meetings – CCSS Writing
17	May 5	CLE	Walkthrough with Principal



Request Form for New Course and/or Textbook(s)/Materials(s)

☐ Change of Text ☐ Text for New Course ☐ NEW COURSE:	□ Add as a Supplement □ Existing textbook/reordering □ English Learners/Comite' Compliance □ English Learners/Comite' Compliance □ Existing textbook/reordering □ Currently not listed on textbook list] □ Existing textbook/reordering □ Existing textbook/reordering □ Existing textbook/reordering □ Currently not listed on textbook list]
For use beginning with the semester of	
proposed textbook(s)/material(s) will s	
Author R. H. Star, L. Scanlon Publish	ver sations in American Literature: Language, Rhetoric, er Bed ford 1 St. Martin's
Copyright 2014	Price \$ 94.00 ISBN # 9781457646768
School MHS	Teacher/Department Requesting English
Funding Source LCFF/LCAP	Grade Level(s) 12
Title of Course/Subject AP La	nguage
Course Description(s) Covered AP. En	glish Lang. + Camp in 2015-2016 MHS Course Catalog 40 MHS / 40 LHS
Does this textbook(s)/material(s) cov	en the content standards? Yes, Thorough coverage/alignment Yes, Thorough coverage/alignment
Will this textbook(s)/material(s) be u	used at all MJUSD high schools? Possibly
If no, why non Handare of	this requirement will discuss at recting w/ AHS + LHS English department saugible thook(s)/material(s) been discussed by all MJUSD 1000 No. 1000 No
Are there sections and/or passages i or student may find objectionable?	in the textbook(s)/material(s) a parent/guardian
If yes, explain in detail: (Violence: How mu	nch? What kind? (guns, fighting, knifes, swords, etc./ <u>Profanity</u> : sexual expressions, inappropriate verbiage and/or

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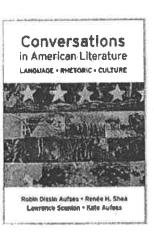
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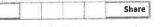
Conversations in American Literature

Language, Rhetoric, Culture

Robin Dissin Aufses (Lycée Français de New York) , Renee H. Shea (Bowie State University, MD) , Lawrence Scanlon (Brewster High School, NY)

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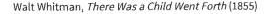
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Suggestions for Writing



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Ezra Pound, In a Station of the Metro (1913) A Few Don'ts by an Imagiste (1913) Marsden Hartley, Portrait of a German Officer (painting, 1914) Robert Frost, Reluctance (1913) Mending Wall (1914) Fire and Ice (1920) Wallace Stevens, Thirteen Ways of Looking at a Blackbird (1917) TalkBack Aaron A. Abeyta, Thirteen Ways of Looking at a Tortilla (2002) Marianne Moore, Poetry (1919) Claude McKay, If We Must Die (1919) Theodore Dreiser, A Certain Oil Refinery (1919) Edna St. Vincent Millay, First Fig (1920) E. E. Cummings, [in Just--] (1920) Langston Hughes, The Negro Speaks of Rivers (1921) The Negro Artist and the Racial Mountain (1926) T. S. Eliot, The Hollow Men (1925) William Carlos Williams, The Great Figure (1924) TalkBack Charles Demuth, The Figure 5 in Gold (1928) This is Just to Say (1934) TalkBack Kenneth Koch, Variations on a Theme by William Carlos Williams (1962) Ernest Hemingway, A Clean, Well-Lighted Place (1926) TalkBack Yiyun Li, A Clean, Well-Lighted Place (2002) Zora Neale Hurston, How it Feels to be Colored Me (1928) William Faulkner, Barn Burning (1930) Edith Wharton, Roman Fever (1934) Eleanor Roosevelt, What Libraries Mean to the Nation (1936) Works Progress Administration, Bookmobile, Louisiana (photo, c.1936) Franklin Delano Roosevelt, Second Inaugural Address (1937) John Steinbeck, The Chrysanthemums (1938) W.H. Auden, Unknown Citizen (1939) Richard Wright, The Man Who Was Almost a Man (1940) Eudora Welty, A Worn Path (1941) Randall Jarrell, Death of a Ball-Turret Gunner (1945) Harry S. Truman, Statement by the President of the United States (1945) TalkBack Jonathan Schell, from The Fate of the Earth (1982) **CONVERSATION | The Legacy of Jazz** Gerald Early, from Jazz and the African American Literary Tradition (2010)

Robert O'Meally, from Seeing Jazz (1997)

Langston Hughes, Jazzonia (1923)

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Stuart Davis, Swing Landscape (painting, 1939)

William Henry Johnson, Jitterbugs VI (painting, 1941)

Ralph Ellison, from The Invisible Man (1947)

Whitney Balliett, Daddy-O (1958)

Donald Barthelme, The King of Jazz (1977)

Jayne Cortez, Jazz Fan Looks Back (2002)

Michael Segell, from The Devil's Horn (2005)

Evelyn Toynton, Jackson Pollack (2012)

CONVERSATION | Japanese Internment and Reparations: Making It Right?

Franklin Delano Roosevelt, Executive Order No. 9066 (1942)

Western Defense Command, Evacuation Order (1942)

Dorothea Lange, I Am an American (photo, 1942)

Julie Otsuka, from When the Emperor Was Divine (2003)

George H.W. Bush, Letter of Apology (1990)

Erik K. Yamamoto, Racial Reparations: Japanese American Redress and African American Claims (1998)

Brent Staples, The Slave Reparations Movement Adopts the Rhetoric of Victimhood (2001)

Charles Ogletree Jr., Litigating the Legacy of Slavery (2002)

Henry Louis Gates Jr., Ending the Slavery Blame Game (2010)

CONVERSATION | What is American Literature?

Walt Whitman, from Letter to Ralph Waldo Emerson (1856)

Emma Lazarus, American Literature (1881)

John Macy, The Spirit of American Literature (1912)

Sherwood Anderson, from An Apology for Crudity (1917)

Amy Lowell, from The New Manner in Modern Poetry, On "New Poetry" (1917)

Bliss Perry, from The American Spirit in Literature (1920)

D.H. Lawrence, from The Spirit of Place (1923)

Tom Wolfe, from Why They Aren't Writing the Great American Novel Anymore (1972)

Margaret Atwood, Hello, Martians. Let Moby-Dick Explain (2012)

Grammar as Rhetoric and Style - Concise Diction

Suggestions for Writing

Chapter 10 | Redefining America - 1945 to the Present

Elizabeth Bishop, The Fish (1946)

William Faulkner, Nobel Prize Speech (1949)

Bernard Malamud, The First Seven Years (1950)

Langston Hughes, Theme for English B (1951)

Flannery O'Connor, Good Country People (1951)

TalkBacks Lawrence Downes, In Search of Flannery O'Connor (2007)

Alice Walker, from Beyond the Peacock (1975)

James Baldwin, Notes of a Native Son (1955)

Will Counts, Little Rock's Central High School (photo, 1957)

Joan Didion, On Self-Respect (1961)



Martin Luther King Jr., Letter from Birmingham Jail (1963)

TalkBack Malcolm Gladwell, Small Change: Why the Revolution Will Not be Tweeted (2010)

Robert Hayden, Those Winter Sundays (1962)

Theodore Roethke, The Waking (1963)

Adrienne Rich, Diving into the Wreck (1973)

Stephen Jay Gould, Women's Brains (1980)

Raymond Carver, Cathedral (1981)

Sharon Olds, Rites of Passage (1983)

Brent Staples, Just Walk on By: A Black Man Ponders His Power to Alter Public Space (1986)

Yusef Komunyakaa, Facing It (1988)

Tim O'Brien, On the Rainy River (1990)

Sandra Cisneros, Mericans (1991)

Naomi Shahib Nye, Arabic Coffee (1992)

Judith Ortiz Cofer, The Myth of the Latin Woman: I Just Met a Girl Named Maria (1993)

Sherman Alexie, Superman and Me (1997)

Cynthia Ozick, No Taste for Accounting (1998)

Rita Dove, Rosa (1998)

Li-Young Lee, The Hammock (2000)

Art Spiegelman, 9/11 (magazine cover, 2001)

TalkBack Ana Juan, Reflections (magazine cover, 2011)

Tracy Smith, Letter to a Photojournalist Going-In (2007)

John Jeremiah Sullivan, Michael (2009)

Jonathan Franzen, Agreeable (2010)

Brian Turner, At Lowe's Home Improvement Center (2010)

Joe Sacco and Chris Hedges, from Days of Destruction, Days of Revolt (2012)

CONVERSATION | The Atomic Age

Lillian Hellman, I Cannot and Will Not Cut my Conscience to Fit this Year's Fashions (1952)

Ace Comics, Atomic War! (comic book cover, 1952)

Office of Civil Defense, Duck and Cover (film still, 1952)

C. Wright Mills, from The Power Elite (1956)

John F. Kennedy, Cuban Missile Crisis Speech (1962)

Nikita Khrushchev, Letter to John F. Kennedy (1962)

Julia Alvarez, Snow, (1991)

Arthur Miller, Why I Wrote the Crucible (1996)

Michael Scheibach, from Atomic Narratives and American Youth: Coming of Age with the Atom 2003)

CONVERSATION | The Birth and Death of the American Middle Class

Horatio Alger, from Ragged Dick (1867)

Harlon L. Dalton, Horatio Alger (1995)

Holly Sklar, The Growing Gulf Between the Rich and the Rest of Us (2005)

Gregory Mantsios, Class in America (2006)



Paul Krugman, Confronting Inequality (2007)

Joseph E. Stiglitz, Of the 1%, By the 1%, For the 1% (2011)

Charles Murray, The New American Divide (2012)

Hendrick Smith, from Who Stole the American Dream (2012)

Isabel Sawhill et al., Pathways to Middle Class (2012)

CONVERSATION | America's Romance with the Automobil

The Ohio Electric Car Company, The Ohio Electric (advertisement, 1916)

E.B. White, Farewell, My Lovely (1936)

John Updike, from Rabbit, Run (1960)

Tom Wolfe, The Kandy-Kolored Tangerine-Flake Streamline Baby (1965)

Stephen Dunn, The Sacred (1989)

Heather McHugh, Auto (1994)

James Surowiecki, The Open Secret of Success (2008)

SmartCar, It Fits into Tight Places (advertisement, 2011)

Frank DeFord, Americans Hit the Brakes on NASCAR (2012)

Jordan Weissmann, Why Don't Young Americans Buy Cars? (2012)

The New York Times, Sunday Dialogue: Changing Our Car Culture (2012)

Grammar as Rhetoric and Style - Parallel Structure

Suggestions for Writing

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7/14/05 revised 4/10/14