

Browns Valley Elementary and Cordua Elementary

Report to the Board of Trustees

December 12, 2017

Browns Valley Elementary
"Every Student- Every Day"

Cordua Elementary
"Every student matters. Every moment counts."

Thank you Board Members and Dr. Todd for the opportunity to present on behalf of both Browns Valley and Cordua Schools. This is my second year serving as principal and I am eager to share progress, accomplishments and the main goals of both schools. Staff and students are working hard and our first trimester was successful. We look forward to maintaining this energy and momentum as we conclude 2017 and head into the spring.

Both schools are working diligently to grow and develop as Professional Learning Communities (PLC). We continue to work with Maria Nielsen to break down the standards and prioritize learning objectives to improve student learning. The recent wildfires forced us to cancel a meeting date for the foothill schools, but we look forward to rescheduling with her soon, as teachers are eager to finish the work they began last year. Teri Lieberman, Wonders representative, has spent time with all teachers this year to provide coaching and training. She previously provided modeled lessons, but most recently she spent time in grade level groups collaborating with teachers about writing standards and best practices. Teachers were excited to implement new strategies and look forward to meeting with Teri again.

Teachers are using their PLC Wednesdays to collaborate, analyze data, and plan for our newest endeavor, WIN Time- What I Need- strategic intervention for all students. Implementing strategic intervention at a small school is no easy feat and our staffs are doing an amazing job. Teachers do not have grade levels teams to plan with, in fact, most grades are singletons and teachers are responsible for the success of all students in their grade level. We have developed a way to work intervention into the classroom as opposed to moving students out to be fixed somewhere else. Although the resources are limited, we push into the classroom a small team of providers to assist with intervention for 30 minutes four times per week. Teachers are able to create small groups within the classroom and provide specific instruction based on learning needs.

High expectations for all students is our central theme. We believe all students can and will achieve at grade level standards and beyond. Our teachers support one another and challenge each other to grow every day. Each teacher and member of our support staff holds a uniquely important role and teamwork at a small site is critical to success.

The biggest PLC goal for the year is to get teachers to an institute this summer. With the knowledge gained by attending a conference, I am confident teachers will have a better understanding of PLC goals and practices, making it easier to carry out the work effectively. We hope to make this dream a reality in June 2018.

Both campuses are largely centered on the goals of Positive Behavior Interventions and Supports (PBIS). Our shared goals and systems are helping us shift from a reactive approach to a proactive system of changing student behavior. Every adult and student on campus knows the expectations; we are implementing the same practices and speaking the same language, which presents students with a consistent message. Recently, I attended a PBIS training with several teachers and we realized we need more behavioral intervention and supports for our higher risk students. We are currently in the process of implementing new ideas to help students stay on track for success.

I look forward to sharing more with you when I present at the upcoming board meeting. Please come visit any time to witness and share in our students' many successes. Thank you for your continued support.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ashley Vette', with a long horizontal flourish extending to the right.

Ashley Vette
Principal

BOARD MEETING DATES

2018

2nd and 4th Tuesdays

~~1/9/18~~ (canceled)

1/23/18

2/13/18

2/27/18

3/13/18

3/27/18

~~4/10/18~~ (canceled)

4/24/18

5/8/18

5/22/18

~~6/12/18~~ (canceled)

6/26/18

~~7/10/18~~ (canceled)

7/17/18

~~7/24/18~~ (canceled)

8/14/18

8/28/18

9/11/18

9/25/18

10/9/18

10/23/18

11/13/18

~~11/27/18~~ (canceled)

12/11/18

~~12/25/18~~ (canceled)

[All meetings start at 5:30 p.m. and are held in the District Board Room unless otherwise specified.]

Annual Organization of Governing Board

Education Code § 35022 Every school district governing board consisting of five or more members shall, at its initial meeting and at each annual meeting, elect a president from among its members.

Education Code § 35025 The governing board of any school district may employ a person not a member of the board to act as secretary and bookkeeper for the board, and may delegate to such secretary the duties prescribed in paragraphs (a) and (c) of Section 35250.

Education Code § 35038 In any district the governing board of which is required to elect a clerk, the superintendent of schools of the county shall appoint one of the members of the governing board to fill the office of district clerk if a clerk is not elected by the governing board on the date prescribed, or if, except as provided in Section 35039, a vacancy occurs in the position of district clerk.

Education Code § 35143 The governing board of each school district shall hold an annual organizational meeting. In a year in which a regular election for governing board members is conducted, the meeting shall be held on a day within a 15-day period that commences with the date upon which a governing board member elected at that election takes office. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. Unless otherwise provided by rule of the governing board, the day and time of the annual meeting shall be selected by the board at its regular meeting held immediately prior to the first day of such 15-day period, and the board shall notify the county superintendent of schools of the day and time selected. The clerk of the board shall, within 15 days prior to the date of the annual meeting, notify in writing all members and members-elect of the date and time selected for the meeting.

Education Code § 72000(c)(2)(A) makes the same provision for a community college district.

CERTIFICATION

School District:

Name of trustee elected district clerk

Mailing address of clerk for official mail

Name of trustee elected president

Name of employee appointed secretary

Who will receive official mail?

Clerk

Secretary

Regular monthly meeting day/s

Regular time of meeting

Regular meeting place

Adopted at the annual meeting of the governing board on

Signed (Clerk, Secretary)

Please note that the County Superintendent should be notified of any change in regular meetings and that signatures of all authorized officials should be on file in the Office of the County Superintendent.

OFFICE OF THE SUPERINTENDENT OF SCHOOLS
YUBA COUNTY
SCHOOL BOARD AUTHORIZATION FORM

TO: MEMBERS OF SCHOOL BOARDS OF TRUSTEES
YUBA COUNTY SCHOOLS DISTRICTS

Education Code §42632 and 42633 (§85232 & 85233 for Yuba College only) sets out the requirements for the filing with the County Superintendent of Schools the verified signature of each person, including members of the Board authorized to sign orders for the Board.

I hereby request that you fulfill the provisions of the above referenced code sections by completing the following:

1. We, members of _____ School District Board of Trustees hereby authorize to sign orders drawn on the funds of the School District.
2. Verified signatures and occupation of Governing Board Members of _____ School District.

If you wish to authorize the clerk or secretary of the Board or an employee to sign all warrants and orders in the name of the Board, then have them sign below, and members of the Board approving this action please sign on the line provided.

Signature of person(s) authorized to sign warrants: _____

Signatures below are the verified signatures of the members of the Board of Trustees for calendar year 2018.

- | | |
|-----------------------------------|------------------------------|
| 1. _____
President's Signature | _____
Occupation/Business |
| 2. _____
Clerk's Signature | _____
Occupation/Business |
| 3. _____
Member | _____
Occupation/Business |
| 4. _____
Member | _____
Occupation/Business |
| 5. _____
Member | _____
Occupation/Business |
| 6. _____
Member | _____
Occupation/Business |
| 7. _____
Member | _____
Occupation/Business |

Please retain one copy for your files and return original to Mary Pa Hang, Yuba County Office of Education, 935 14th Street, Marysville, CA 95901.



State of California Secretary of State

STATEMENT OF FACTS ROSTER OF PUBLIC AGENCIES FILING (Government Code section 53051)

Instructions:

1. Complete and mail to: Secretary of State,
P.O. Box 942870, Sacramento, CA 94277-2870 (916) 653-3984
2. A street address must be given as the official mailing address or as the address of the presiding officer.
3. Complete addresses as required.
4. If you need additional space, attach information on an 8½" X 11" page, one sided and legible.

New Filing ☐ Update ☐

(Office Use Only)

Legal name of Public Agency: _____

Nature of Update: _____

County: _____

Official Mailing Address: _____

Name and Address of each member of the governing board:

Chairman, President or other Presiding Officer (Indicate Title): _____

Name: _____ Address: _____

Secretary or Clerk (Indicate Title): _____

Name: _____ Address: _____

Members:

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME [_____]

ADDRESS

CITY/STATE/ZIP [_____]

_____ Date

_____ Signature

_____ Typed Name and Title



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Michael Hodson

From: Gabriela Rios, Executive Director

Date: October 24, 2017

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and MJUSD agree as follow:

RECITALS

- A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques, which will enable parents to address the educational needs of their school-aged children.
- B. Location: 4446 Olive Ave, Olivehurst, CA 95961
- C. Period of Performance: January 23, 2018 to March 20, 2018
- D. Compensation: \$5,500
- Marysville Joint Unified School District agrees to pay the flat fee of \$5,500.00 if there is less than 50 parent graduates'.
 - If there is 51-75 parent graduates', the cost will be a flat fee of \$6,500.00.
 - If parent graduates exceed 75, the cost will be a flat fee of \$10,000.00.

Funding from: CSU Chico will be in the amount of \$5,000

- E. In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshments to be provided to the parents.

I accept these services at Lindhurst High School under the terms and conditions noted.

Michael Hodson, Assist. Supt. of Business Services

Date

Parent Institute Representative:

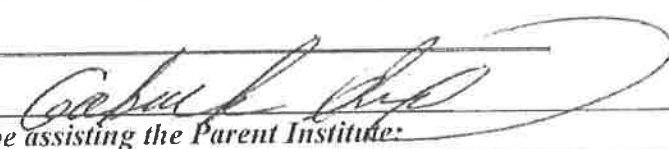
[Signature]
Mrs. Gabriela Rios, Executive Director PIQE

7



PARENT INSTITUTE FOR QUALITY EDUCATION
DIRECTOR'S PROCEDURE CHECKLIST

Executive Director: Gabriela Rios District: Marysville JUSD Quarter: Winter 2018

School Name: Lindhurst High School		Executive Director of Educational Services: Lennie Tate		
Address: 4446 Olive Ave, Olivehurst, CA 95961		Phone:		Fax:
Enrollment:	% Hispanic: 4429	% Anglo: 5961 % African-American: 583	% Asian: 1005 % Filipino: 146	Goal: Immigrant: 69
Day:	Tuesday	Wednesday	Thursday	
Time AM:				
Time PM:	6:00-7:30			
Planning Session Date: 1/23/18		Principal's Dialogue Date: 3/13/18		
Indicate Any Combination of Sessions*:		Graduation Date: 3/20/18		
Notebook Overview				
Parent Meeting:	Date:	Time:		
Faculty Meeting:	Date:	Time:		
Number of Room:	A.M.:	P.M.:		
Roster Pick-up Date: 12/6/2017		Email Date:		
Memo of Understanding Due:		Graduation Protocol Review Date:		
Thirteen Items the School Provides				
<ol style="list-style-type: none">1. x Budget and payment process (Referred to Memorandum of Understanding).2. x Refreshments, coffee, and cookies (cake for graduation). (Not required, dependent on funding)3. x Childcare for the sessions.4. x Classroom space for 25 – 35 parents per classroom. In some cases classes are conducted with less than 35 parents per classroom. The minimum number of parents to open a class in any language is 15.5. x Send to parents the attached flyers approximately one week prior to the P.S.6. x School profile, description of special programs the school offers, and the accountability report card; SARC, Student-Parent Handbook, Sample Report Card, Graduation Requirements (HS only).7. x Prepare and conduct the Principal's Dialogue on week # 8. (Transcript Review for Middle schools)8. x Invite a graduation speaker (5 minute speech); provide graduation program and entertainment if available at the school.9. x Meet with PIQE Associate Director to review the PIQE graduation protocol.10. x Fill out and fax or email school basic information.11. x Consultant Agreement, Copy of Contract and PURCHASE ORDER number (If available).12. x P.A. System, LCD Projector, Document Reader or Overhead Projector and White Board.				
MJUSD Representative Signature: _____				
PIQE/Representative Signature: 				
Name of your school staff that will be assisting the Parent Institute: _____				
Comments				
Person overseeing the program: Lennie Tate 530-749-6902				

AGREEMENT FOR SERVICES OF COUNSELING CONSULTANT (SCHOOL-BASED COUNSELING SERVICES)

THIS AGREEMENT ("Agreement") is made and entered into this 12th day of December, 2017 between Marysville Joint Unified School District, 1919 B Street, Marysville, CA, 95901, Yuba County (hereinafter "District") and Wellness Together, Inc., a California nonprofit corporation, 5701 Lonetree Boulevard, Suite 210, Rocklin, California, 95765 (hereinafter "Consultant"). The term of this Agreement shall be from December 12, 2017 to June 30, 2018.

RECITALS

- A. District provides educational and educationally related counseling to school age children and their families, and in the conduct of that business desires to have certain services, as a consultant, to be performed by Consultant.
- B. Consultant agrees to perform these services for District under the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises set forth in this Agreement, it is agreed by and between District and Consultant as follows:

1.0 Engagement of Consultant as Independent Contractor

District hereby agrees to engage Consultant to support the overall counseling goals of District. In performance of this Agreement, Consultant is an independent contractor, the District being interested only in the result obtained. The manner and means of conducting the work will be under the sole control of Consultant. However, all work performed under this Agreement will be done in accordance with the provisions of this Agreement and be subject to the continuing right of inspection by the District's representatives.

Consultant will be entirely and solely responsible for all acts and the acts of Consultant's agents and employees while engaged in the performance of the work contracted for. Consultant is not an employee of District and is not entitled to the benefits provided by District to its employees, including, but not limited to, District group insurance and pension plans. Consultant may practice its profession for others during those periods when Consultant is not performing work under this contract for the District. District may, during the term of this Agreement, engage other independent contractors to perform the same work that Consultant performs under this

Agreement.

Consultant personally, and for all heirs, successors or assigns, covenants and agrees to indemnify and save harmless District, absolutely and without limit, against all claims, demands, suits, or judgments, asserted, made or recovered by any and all persons whomsoever on account of the acts or omissions of Consultant, Consultant's agents or employees, arising out of and during the performance of the work contracted for under this Agreement. Similarly, Consultant agrees to indemnify District for loss or damage to any of District's property or equipment used or obtained in connection with the work to be performed under this Agreement.

2.0 Limitation on Delegation of Personal Services by Consultant

The work and services provided for in this Agreement shall be performed by Consultant, and no person other than regular associates or employees of Consultant shall be engaged in such work or services except on written approval of District, provided that this provision shall not apply to secretarial, clerical, routine mechanical, and similar incidental services needed by Consultant to assist in the performance of this Agreement. Consultant shall not hire District's employees to perform any portion of the work or services provided for in this Agreement, including secretarial, clerical, and similar incidental services, except on written approval of the District.

3.0 Nature of Work

Consultant will perform consulting and advisory services on behalf of District with respect to all matters relating to or affecting the integration and implementation of supplementary counseling support services for District students in a safe, encouraging, and supportive manner in an individual and/or group setting, relevant and specific to the needs of the participating students. These services may be conducted in person.

Specific services may include, but will not necessarily be limited to, the following:

- A. School-based services:
 - 1) Individual counseling sessions
 - 2) General psychosocial interventions
 - 3) Group counseling sessions
- B. Family engagement sessions
- C. Classroom presentations

D. Collection, analysis, and provision of certain non-personally identifying process data in aggregate to the District.

To the extent that the District desires Consultant to perform additional work beyond the foregoing and/or in excess of the staffing requirements described in Paragraph 4.0, below, the District may request those additional services, in writing and will pay Consultant for those additional services.

4.0 Consultant Staffing

Consultant's staffing shall include, but will not necessarily be limited to, the following:

A. Two (2) Mental Health Specialist I (MHS I) or Mental Health Specialist II (MHS II)

I) MHS I

- (1) Holds a bachelor degree and is currently enrolled in a graduate program for Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field and has completed a minimum of 12 units.
- (2) A full MHS I position is an average of 24 hours per week when school is in session

II) MHS II

- (1) Registered intern or licensed with either the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.
- (2) A full MHS II position is an average of 24 hours per week when school is in session

B. One (1) clinical supervisor, and

C. One (1) organizational leadership and support staff member.

5.0 Payment

District will pay Consultant the total sum of forty seven thousand one hundred ninety dollars and thirty cents (\$47,190.30) for the work required to be performed pursuant to this Agreement, as follows:

Two (2) Mental Health Specialist I (MHS I) or Mental Health Specialist II (MHS II) positions.

\$44,279.90 Total cost of Licensed Supervision, Program Administration, Program Costs and Wages for 2 MHS I or MHS II over 93 days in school year plus 2 training days (95 total days)

\$2,910.40 Total cost of mileage reimbursement (total mileage over 30 miles round trip from 5701 Lonetree Boulevard, Suite 210, Rocklin, CA 95675 to 1919 B Street, Marysville, CA 95901) at a CA State Rate of 53.5 cents per mile for 2 MHS I or MHS II over 80 travel days

\$47,190.30 **Total Cost of Contract**

Consultant shall be paid \$496.74 per school day each calendar month or in-service training day (the amount which is calculated by dividing the total fee of \$47,190.30 by 95, 93 days that school is in session plus 2 training days), in accordance with monthly invoicing from Consultant. Two (2) of the ninety five (95) days will be used as paid training days. Consultant shall invoice the District by the 5th of the same month during which services are to be provided. The District shall pay Consultant within fifteen (15) calendar days of the invoice date. Consultant shall not be compensated in arrears. To the extent that this Agreement is terminated prior to Consultant performing the work for which the District has paid, Consultant shall refund any unearned fees upon termination.

However invoiced, Consultant shall not be entitled to more than \$47,190.30 for the 2017-2018 school year for the basic services described in Paragraphs 3.0 & 4.0, above. Any additional work specifically requested by the District as set forth in Paragraph 3.0, above shall be in addition to this amount.

6.0 Communications to District

From the time this agreement commences until its termination, Consultant shall communicate and channel to District all knowledge, business, and service contacts, and any other matters of information that could concern or be in any way beneficial to the business of District, whether acquired by Consultant before or during the term of this agreement; provided, however, that nothing shall be construed as requiring such communications where the information is lawfully protected from

disclosure as a matter of law.

Any such information communicated to District as mentioned shall be, and remain, the property of District notwithstanding the subsequent termination of this agreement.

Consultant will work and coordinate with one designated administrator as a point of contact for each school site for purposes of referral processes, location of counseling services, office space, and data collection and sharing.

Consultant will provide District with documentation and processes that ensure parent/guardian permissions and attention to student privacy as may be required by the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as appropriate.

7.0 Control of Work and Workers by Consultant

Consultant shall have sole control of the manner and means of performing this Agreement and shall complete it according to Consultant's own means and methods of work. Consultant shall direct the performance of Consultant's agents and employees.

8.0 Furnishing of Materials and Equipment

All materials and equipment needed by Consultant to carry out the work to be performed by Consultant under this Agreement shall be furnished by Consultant at Consultant's expense. Notwithstanding the foregoing, the District shall at its expense provide Consultant with a confidential, safe, furnished office with secure WiFi/Internet (recommended speed of 50 Mb/s), reasonable technical assistance, and other standard utilities, at each campus location from which Consultant may perform in-person.

9.0 Place of Performance of Services

The services to be performed under this Agreement shall be performed at the District's place of business at the address set forth above and other District locations as District may determine from time to time.

10.0 Hiring of Employees

Consultant shall have full authority to employ qualified and experienced workers in carrying out the terms of this Agreement and shall be responsible for, and in full control of, such workers. Persons hired by Consultant shall be employees of Consultant and are to be paid by

Consultant alone at such compensation as Consultant deems proper, subject to applicable law. Consultant alone shall have the right to discharge workers in Consultant's employment.

11.0 Supervision by Consultant

Consultant shall superintend, either personally or through a job supervisor, representative or employee, as the case may be, the execution of all work covered by this Agreement. If Consultant uses a job supervisor, representative or employee, as the case may be, Consultant agrees that such individual shall be competent and qualified and shall give his or her personal attention to the work under this Agreement at all times, and shall represent Consultant with full power to act on matters pertaining to this Agreement.

12.0 Right of District to Supervise and Inspect

Consultant, as an independent contractor, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be subject to District's general right of inspection and supervision to secure the satisfactory completion of it in accordance with generally accepted counseling standards and principles.

District shall designate a representative or representatives who shall have access at all reasonable and appropriate times for the purpose of observing or inspecting the work performed by Consultant to judge whether such work is being performed by Consultant in accordance with this Agreement. However, the actual performance and superintendence of all work shall be by Consultant. Such representative or representatives shall be empowered to act for the District in all matters relating to Consultant's performance of work under this Agreement. Any and all of District's foregoing right to observe and supervise Consultant's work is subject to and conditioned on any applicable privacy laws, and the reasonably accepted privacy and confidentiality concerns of patients for whom Consultant is providing services. To the extent there is any conflict or question between District's right to supervise or observe and the privacy rights of patients, the latter will control.

13.0 Clearances

All clearances required to provide service in a public school district in the State of California will be arranged and executed by and at the expense of Consultant. To the extent possible, District will reasonably assist and

inform Consultant of such required clearances.

14.0 Additional Compensation

Except for the provision allowing the District to request Consultant perform additional counseling work described in Paragraph 3.0, above, the parties agree that work performed during the term of this Agreement shall be deemed to be performed under the provisions of this Agreement and shall not entitle Consultant to any additional compensation. If, during the term of this Agreement, District desires to retain Consultant to perform work or services determined by the Parties to be new work or services not covered by this Agreement (except as stated in Paragraph 3.0), then a separate written Agreement for the new work or services must be executed between the parties prior to performance of the new work or services.

15.0 Insurance

Consultant will carry and maintain throughout the period of this Agreement, at Consultant's sole cost, workers' compensation liability insurance in an approved company or companies, to cover all classifications of work contemplated by this Agreement, and also will carry and maintain throughout the period of this Agreement:

1. Public liability insurance in an approved company or companies, within the limits of three million dollars (\$3,000,000.00) for each person, and five million dollars (\$5,000,000.00) for each incident. Certificates of insurance coverage shall be furnished when requested by District within thirty (30) days.
2. State workers compensation coverage as required by law. Employees liability with a limit of not less than \$1,000,000.00.

This insurance shall be adequate to protect both Consultant and District from all liability on account of injury or damage done to the persons or property of any and all persons during or in consequence of the performance of the services contracted for. The maintenance of such insurance will not in any manner affect Consultant's obligation to indemnify company, as provided herein, but maintenance of the approved insurance shall be a condition precedent to the payment to Consultant of compensation for the work and services provided for in this Agreement.

All consultant policies shall contain an endorsement providing that written notice shall be given to District at least thirty (30) days prior to termination, cancellation or reduction of coverage in the policy.

The comprehensive general liability policies shall include the following:

- Endorsement naming District as additional insured with respect to liabilities arising out of the Contractor's performance of work in connection with the Agreement. This endorsement must state that such coverage is primary insurance with respect to the interest of District and that any insurance maintained by District is excess and not contributory with the insurance required hereunder.

Prior to commencement of any work, Consultant shall deliver to District Certificates of Insurance issued in duplicate covering all policies providing the required insurance. Such certificates shall make reference to all such provisions and endorsements referred to above, and shall be signed on behalf of the insurer by its authorized representative.

Consultant agrees, upon written request by District to furnish copies of such endorsements and policies, certified by an authorized representative of the insurer.

16.0 Compliance with Laws and Regulations

In the performance of work provided for in this Agreement, Consultant agrees that it shall be conducted in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal.

Consultant assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, state or federal, as to all its employees engaged in the performance of work under this Agreement. Consultant further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any state or federal laws on this subject. Consultant further agrees to furnish District, on request, a certificate or other evidence of compliance with state or federal laws covering contributions, taxes, and assessments on payrolls. Consultant assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid under this Agreement.

17.0 Duration

1. This Agreement shall become effective upon execution by the Parties,

but the obligations therein shall commence on December 12, 2018, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.

2. Upon mutual agreement of the Parties, this Agreement may be extended up to 3 years with an annual Cost of Living Adjustment (COLA) applied for each extension year. The Parties shall negotiate a reasonable COLA, and may use the "All Urban Consumers" CPI for "All of California" as created by the Dept. of Industrial Relations, with February to February as the term of increase.

18.0 Assignment

This Agreement is personal to the parties and may not be assigned by Consultant, in whole or in part, without the prior written consent of the District.

19.0 Representative's Authority

Consultant shall have no right or authority, either express or implied, to assume or create, on behalf of the District, any obligation or responsibility of whatsoever kind or nature.

20.0 Indemnification

Consultant agrees to indemnify District, its officers, agents, board, representatives, and employees, against all claims, damages, losses, and expenses, including reasonable attorney fees arising out of performance of Consultant's work under this Agreement that are caused in whole or in part by Consultant's negligent act or omission, or that of anyone employed by Consultant for whose acts Consultant may be liable.

21.0 Contract Governed by Law of State of California

The parties agree that it is their intention and covenant that this Agreement and performance under this Agreement and all suits and special proceedings under this Agreement be construed in accordance with and under and pursuant to the laws of the State of California and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern, to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

22.0 Waiver or Modification Ineffective Unless in Writing

No waiver, alteration, or modification of any of the provisions of this

Agreement shall be binding unless it is in writing and signed by a duly authorized representative of both parties to this Agreement.

23.0 Written Notice

1. All communications regarding this Agreement should be sent to Consultant at the address set forth above unless notified to the contrary.
2. Any written notice under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

24.0 District's Obligation on Termination of Agreement by Consultant

If, during the term of this Agreement, Consultant should fail or refuse to perform the services contemplated, or be unable to perform these services, District's obligation to make any payments shall cease, except that District shall pay Consultant for all work actually performed through the effective date of termination.

25.0 Mediation

Any differences, claims, or matters in dispute arising between the parties out of this Agreement or connected with this Agreement shall be submitted by them to mediation (the cost of which shall be split equally) prior to either Party commencing litigation.

IN WITNESS WHEREOF, the parties have executed this Agreement at
_____ California, on the dates designated below.

DISTRICT

Superintendent or Designee

Marysville Joint Unified School District

Date

CONSULTANT



Marlon Morgan, Executive Director

Wellness Together, Inc.

Taxpayer ID: 81-1653329

11-30-17

Date

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2017-2018

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

MARYSVILLE JOINT UNIFIED SCHOOL

LEA _____ DISTRICT _____

Contract Year 2017-2018

 x Nonpublic School

 Nonpublic Agency

Type of Contract:

 x Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

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

21

Business Services Department

Approval: WMA

Date: 11.30.17

TABLE OF CONTENTS

I. GENERAL PROVISIONS

Page

1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

II. ADMINISTRATION OF CONTRACT

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	6
16. INDEMNIFICATION AND HOLD HARMLESS	8
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION	10

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	14
31. STUDENT DISCIPLINE	16
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF STUDENT FROM PROGRAM	18
40. PARENT ACCESS	19

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS AND RESIDENTIAL TREATMENT CENTER CONTRACTORS	20
43. STATE MEAL MANDATE	20
44. MONITORING	20

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	21
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	22
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR	23

V. HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY	23
51. FACILITIES AND FACILITIES MODIFICATIONS	24
52. ADMINISTRATION OF MEDICATION	24
53. INCIDENT/ACCIDENT REPORTING	24
54. CHILD ABUSE REPORTING	24
55. SEXUAL HARASSMENT	24
56. REPORTING OF MISSING CHILDREN	25

VI. FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	25
58. RIGHT TO WITHHOLD PAYMENT	26
59. PAYMENT FROM OUTSIDE AGENCIES	27
60. PAYMENT FOR ABSENCES	27
61. INSPECTION AND AUDIT	28
62. RATE SCHEDULE	29
63. DEBARMENT CERTIFICATION	29
EXHIBIT A: RATES	31
EXHIBIT A: INDIVIDUAL SERVICES AGREEMENT	33

2017-2018
CONTRACT NUMBER:

CONTRACT
NUMBER:

LOCAL EDUCATION AGENCY:
Marysville Joint Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Aldar
Academy

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on the 27th of November (first day of student attendance), between Marysville Joint Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Yuba County SELPA and Aldar Academy (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 database 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 November 27, 2017 to June 30, 2018 (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, 2017. 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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. 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 Local Plan 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)).
- e. 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 (5) 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 and/or 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 I

- 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 locations 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 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 to 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 may 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 a change 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 negligence, intentional act, 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). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

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 as required 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 may 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 subcontractors 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, gender identity, gender expression, 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 (FAPE)

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, CONTRACTOR, and PARENT 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.

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 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. Licensed Children's Institution (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 caregiver 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 behaviorist 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 the same level that Ed. Code. prescribes for the LEA.

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.

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 the 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 CONTRACTOR 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 CONTRACTOR'S 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 recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

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 ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the California English Language Development Test ("CELDT"), the English Language Proficiency Assessments for California ("ELPAC"), and 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 AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others 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 Behavior Intervention Plan ("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. 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. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used 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 behavior emergency report 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 behavior emergency report 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's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, 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.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that 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 by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall 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.

(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

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 (10th) 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 the 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 NPA 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 Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

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/Individual and Family Service Plan ("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 ("HIPAA"). 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 (4) 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 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 (5) 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 evaluations of the student ten (10) days 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 five (5) 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 evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation 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, evaluations conducted in order to obtain present levels of performance, interviews, and/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 (9) through twelve (12) 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 an 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 (3) 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.

CONTRACTOR 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.

CONTRACTOR 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, 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.

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.

CONTRACTOR 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 ("LCI") 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 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An 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., title 5, section 3001 et seq., Cal. Code Regs., title 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 an 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 sections 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 notification 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 two (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 notification 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 to the LEA 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 all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school 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 two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) 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 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 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 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.

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. Such policies and procedures shall be made available to the CONTRACTOR. 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. and Education Code 44691. 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 pursuant to Government Code 12950.1.

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 students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

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 an 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 31* 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 (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing 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 within 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 (6) 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 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 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 (1) 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 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 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, , 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 a 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 required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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 not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a 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 8th day of August, 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Aldar Academy
Nonpublic School/Agency

Marysville Joint Unified School District
LEA Name

By:  11/28/17
Signature Date

By: _____
Signature Date

Daniel Ramirez, Principal
Name and Title of Authorized
Representative

Dr. Gay Todd, Superintendent
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Daniel Ramirez, Principal

Toni Vernier, Executive Director Special
Education

Name and Title
Aldar Academy

Name and Title
Marysville Joint Unified School District

Nonpublic School/Agency/Related Service Provider

LEA

4436 Engle Road

1919 B Street

Address
Sacramento CA 95821

Address
Marysville CA 95901

City State Zip
916-485-9685

City State Zip
530-749-6180 530-741-7850

Phone Fax
dramirez@aldaracademy.org

Phone Fax
tvernier@mjustd.com

Email

Email

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2017-2018 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aldar Academy

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: 12:1

Maximum Contract Amount: \$ _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$150.00
- 2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$35.00</u>	<u>hour</u>
<u>Language and Speech (415)</u>	<u>\$95.00</u>	<u>hour</u>
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$100.00</u>	<u>hour</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	<u>included</u>
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	<u>included</u>	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>
<u>Other (900)</u>	<u></u>	<u></u>

55

EXHIBIT B: 2017-2018 ISA

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

This agreement is effective on August 8, 2017 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Marysville JUSD Nonpublic School Aldar Academy

LEA Case Manager: Name Toni Vernier Phone Number 530-749-6180

Pupil Name _____ Sex: ☒ M ☐ F Grade: 5
(Last) (First) (M.I.)

Address _____ City Marysville State/Zip CA, 95901

DOB 7-25-06 Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone (530) _____ () _____
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
_____ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \$ 150.00

Estimated Number of Days 180 x Daily Rate \$150.00 = PROJECTED BASIC EDUCATION COSTS \$27,000.00

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)		x					included
Counseling and guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							

Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____ \$

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ 27,000.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-LEA/SELPA-

Marvsville Joint Unified School District
(Name of LEA/SELPA)

11/23/17
(Date)

(Signature)

(Date)

Dr. Gay Todd, Superintendent, MJUSD
(Name of Superintendent or Authorized Designee)

(Name and Title)

(Name of Superintendent or Authorized Designee)

ALDAR ACADEMY 2017-2018 SCHOOL YEAR CALENDAR

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					FIFTH WEEK					SCHOOL DAYS
	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
JULY	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28	31					12
AUGUST		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		6
SEPTEMBER					1	4	5	6	7	8	11	13	14	15	16	18	19	20	21	22	25	26	27	28	29	20
OCTOBER	2	3	4	5	6	9	10	11	12	13	16	18	19	20	21	23	24	25	26	27	30	31				21
NOVEMBER			1	2	3	6	7	8	9	10	13	15	16	17	18	20	21	22	23	24	27	28	29	30		16
DECEMBER					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	16
JANUARY	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			16
FEBRUARY					1	2	5	6	7	8	9	12	14	15	16	19	20	21	22	23	26	27	28			15
MARCH					1	2	5	6	7	8	9	12	14	15	16	19	20	21	22	23	26	27	28	29	30	17
APRIL	2	3	4	5	6	9	10	11	12	13	16	18	19	20	21	23	24	25	26	27	30					20
MAY		1	2	3	4	7	8	9	10	11	14	16	17	18	19	21	22	23	24	25	28	29	30	31		20
JUNE					1	4	5	6	7	8	11	13	14	15	16	18	19	20	21	22	25	26	27	28	29	21
HOLIDAY OBSERVED																										
Independence Day, July 3-5																										
Labor Day, September 4																										
Veteran's Day, November 10																										
Thanksgiving Break, November 20-24																										
Winter Break, December 25 - January 5																										
Martin Luther King Day, January 15																										
President's Break, February 19-23																										
Spring Break, March 26-30																										
Memorial Day Break, May 25-28																										
																								TOTAL DAYS		200

School Hours: 8:45 - 2:30
 Minimum Days: 8:45 - 1:10
 Early Release 8:45-12:30
 ESY Hours: 8:45-12:30
 All Staff Meetings 2:00-3:30pm
 Teacher Meetings 8:00-8:30am
 Back to School Night 6:00-8:00pm

Staff Appreciation Days
 MINIMUM SCHOOL DAYS
 SCHOOL CLOSED
 Extended School Year
 School Assembly



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2017

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

PRODUCER
(WC) Heffernan Insurance Brokers
1350 Carback Avenue
Walnut Creek CA 94596

CONTACT NAME: Cyndi Bera

PHONE (A/C, No, Ext): 925-934-8500

FAX (A/C, No): 925-934-8278

E-MAIL ADDRESS: CyndiB@heffins.com

INSURED
ALDAACA-01
Aldar Academy
17421 Paseo Carmelo
Los Gatos CA 95030

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nonprofits Insurance Alliance of California

1184

INSURER B: New York Marine & General Insurance

16608

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1043476608

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL INC GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		201607712NPO	9/24/2016	9/24/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 EMPLOYEE BENEFITS \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		201607712NPO	9/24/2016	9/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$25,000 \$500 Deductible
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		201607712UMBPO	9/24/2016	9/24/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC201700006325	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	SEXUAL ABUSE & MISCONDUCT SOCIAL SERVICE PROFESSIONAL LIA.		201607712NPO	9/24/2016	9/24/2017	EACH OCC/AGGREGATE \$1M/\$1M EACH OCC/AGGREGATE \$1M/\$2M

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

CERTIFICATE HOLDER

Aldar Academy
17421 Paseo Carmelo
Los Gatos, CA 95030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC, NONSECTARIAN SCHOOL CERTIFICATION

Date: January 31, 2017
Site Administrator: Daniel Ramirez
Nonpublic School: Aldar Academy
NPSA ID: 34-67447-6937999
Site Address: 4436 Engle Road
City: Sacramento

CA 95821

Grades: K to 12 Approved Classrooms: 4 Maximum Capacity: 48 Student Gender: Coed

2017 CERTIFICATION STATUS:

APPROVED ☒ Amended

EFFECTIVE DATES:

January 31, 2017 through December 31, 2017

Authorized to Provide Special Education Instruction to Students Identified with the Following Primary Disabling Conditions:

<input checked="" type="checkbox"/> Autism	<input type="checkbox"/> Intellectual Disability-Mild to Moderate	<input type="checkbox"/> Specific Learning Disability
<input checked="" type="checkbox"/> Deaf Blindness	<input checked="" type="checkbox"/> Intellectual Disability-Moderate to Severe	<input type="checkbox"/> Speech and Language Impairment
<input type="checkbox"/> Deafness	<input checked="" type="checkbox"/> Multiple Disabilities	<input type="checkbox"/> Traumatic Brain Injury
<input checked="" type="checkbox"/> Emotional Disturbance	<input type="checkbox"/> Other Health Impairment	<input type="checkbox"/> Visual Impairment
<input type="checkbox"/> Hearing Impaired	<input type="checkbox"/> Orthopedically Impaired	

Authorized to Provide the Following Related Services:

<input type="checkbox"/> APE	<input type="checkbox"/> BII	<input type="checkbox"/> IHH	<input type="checkbox"/> OM	<input type="checkbox"/> PT	<input type="checkbox"/> TS	<input type="checkbox"/> LI:
<input type="checkbox"/> AS	<input checked="" type="checkbox"/> CG	<input checked="" type="checkbox"/> LSDR	<input type="checkbox"/> OT	<input type="checkbox"/> RS	<input type="checkbox"/> VS	<input type="checkbox"/> Other Services Authorized:
<input type="checkbox"/> ATS	<input type="checkbox"/> EE	<input type="checkbox"/> MT	<input type="checkbox"/> PCT	<input type="checkbox"/> SDTI	<input type="checkbox"/> VECD	
<input checked="" type="checkbox"/> BID	<input type="checkbox"/> HNS	<input type="checkbox"/> NMCRB	<input type="checkbox"/> PS	<input checked="" type="checkbox"/> SW		

Nonmedical Care Room and Board Approved Sites: ☐ Residential Provider

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

MATT HILL

Interagency Nonpublic Schools and Agencies Unit
Special Education Division

62

As the California Department of Justice (DOJ) certified Custodian of Records for the nonpublic school (NPS), I assure that all NPS personnel (paid, volunteer, and/or subcontractors) who have contact with minor children have clear criminal offender record information (CORI) summaries in accordance with Education Code (EC) Section 44237. The NPS shall attach a copy of the current Custodian of Records certification. (NOTE: This information is not required for NPS sites located outside of California.)

Name of NPS		Signature of Custodian of Records		Date
Staff				
Last Name	First Name	Date of Hire (xx/xx/xx)	DOJ/Criminal Background Clearance Date (xx/xx/xx)	TB Clearance Date (xx/xx/xx)
Rodriguez	Alicia	10/08/2007	10/05/07	11/25/18
Foster	Patrick	07/26/8120	04/05/37	08/19/19
Ramirez	Daniel	07/16/2007	07/10/07	02/01/20
McAown	Dylan	09/04/2012	08/23/12	12/18/18
Muskowski	Edward	07/01/1991	02/02/92	01/13/20
Guardado	Elisa	09/21/2001	09/20/01	09/14/20
Miller	Jamie	08/16/2005	08/20/04	10/13/20
Vollman	Jeanette	03/08/2010	03/02/10	06/16/18
Helsread	John	06/01/2016	04/28/16	05/05/20
Yanez	Julia	09/28/2006	09/27/06	06/21/18
McAown	Lestle	08/25/2004	08/26/04	12/18/18
Noxon	Melanie	09/01/2007	11/02/01	10/13/20
Hickelstier	Jennifer	02/04/2015	02/03/15	12/21/17
Asaro	Nanci	08/22/2005	08/19/05	06/08/18
Johnson	Michael	09/18/2008	10/21/01	08/23/20
Monteiro	Richard	09/13/2012	09/12/10	07/15/20
Milton	Dana	09/14/2016	09/08/16	09/06/20
Monlague	Robert	10/15/1999	10/02/99	12/16/19
Marr	Sally	07/16/2007	07/16/07	12/16/19
Jones	Cara	02/08/2016	04/25/16	04/03/19
Chidress	Katie	04/01/1997	04/24/97	09/01/21
Magby	Sofia	03/12/2012	03/08/12	06/24/20
Walker	Alexandrea	03/04/2015	03/03/15	07/08/18
Baker	Terry	08/22/2012	07/17/12	06/27/20
Lee	Timothy	01/07/2008	12/08/07	09/22/20
Petals	Sobe	5/1/2017	4/27/2017	11/3/2018
Peters	Christopher	08/18/16	06/16/16	08/24/20
Fromm	Zachariah	08/20/15	08/15/15	10/02/21
Gomez	Allison	10/12/15	10/08/15	12/11/18
Sims	Charlene	08/20/14	09/27/13	03/26/18
Perry	Jason	11/05/16	12/19/15	12/19/18

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
ALDAR ACADEMY

Business name/disregarded entity name, if different from above

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

Address (number, street, and apt. or suite no.)
4436 ENGIE Road

City, state, and ZIP code
SACRAMENTO CA 95821

Requester's name and address (optional)

List account number(s) here (optional)

☐ Exempt payee

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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

Employer identification number

9	4	-	2	3	0	9	4	2	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **11/29/2017**

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

64

Location

Includes Purchase Orders dated 11/01/2017 - 12/01/2017

Board Meeting Date December 12, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Accounting/Payroll (103)				
P18-02008	SCHOOL SPECIALTY	File Cabinet	01-4410-0000	1,359.62
Location After School Program (107)				
P18-01874	SUTTER BUTTES COMMUNICATIONS	Radio Repairs/ Multiple Sites	01-4300-6010	217.45
			01-5641-6010	2,100.00
			Total Location	2,317.45
Location Arboga Elementary (01)				
P18-01851	J.W. PEPPER & SON, INC	Classroom Supplies/MUSIC/WISEMAN	01-4300-0004	92.26
P18-01985	CASC	CASC Elementary Leadership, 11/29/17/CHERRY/NELSON	01-5890-9010	640.00
P18-01995	TROXELL COMMUNICATIONS INC	Headphones/O'Rourke	01-4300-0003	86.60
			Total Location	818.86
Location Browns Valley Elementary (03)				
P18-02101	The Artist Workshop	The Artist Workshop	01-4300-9010	1,000.00
Location Business Services (106)				
P18-01869	NCSIG	Claim #180036 09/06/17 Property Damage	01-5451-0000	694.19
P18-01893	HARTFORD INSURANCE	FLOOD INSURANCE 2017 -2018 Flood Insurance	01-5450-0000	23,321.00
P18-01967	CALIFORNIA CHAMBER OF COMMERCE	Employer Posters 2018	01-4300-0000	1,222.95
P18-01974	SCHOOL SERVICES OF CALIFORNIA	SABRE Report 2015-2016	01-4300-0000	600.00
P18-02121	THREE RIVERS LEVEE IMPROVEMENT AUTHORITY-C/O SCI CON	Flood and Levee Control Assessment 2017-2018	01-5890-0000	6,902.53
			Total Location	32,740.67
Location Categorical (203)				
P18-01864	WAL-MART COMMUNITY BRC	CATEGORICAL/HOMELESS	01-4300-9045	750.00
P18-02031	U.LINE.COM	Materials for Program	01-4300-9045	171.31
P18-02072	Center for Health Statistics	Homeless Student Birth Certificate	01-4300-5630	25.00
			Total Location	946.31
Location Cedar Lane Elementary (05)				
P18-01921	IVS Computer Technology	SMART Pen Tray	01-4300-0003	262.47
P18-01976	PEARSON CUSTOMER SERVICE	Jones	01-4300-6500	698.53
			Total Location	961.00
Location Charter Academy For Fine Arts (42)				

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Nov 30 2017

4:11PM

ESCAPE

ONLINE

Page 1 of 14

Location

Includes Purchase Orders dated 11/01/2017 - 12/01/2017				Board Meeting Date December 12, 2017	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Charter Academy For Fine Arts (42)					
P18-01885	AMAZON.COM	Supplies - Music	09-4300-0000	181.73	
P18-01886	AMAZON.COM	Supplies - History	09-4300-1100	219.21	
P18-01940	BAND SHOPPE	Supplies - Band	09-4300-1100	693.12	
P18-01941	AMAZON.COM	Supplies - Band	09-4300-0000	22.19	
P18-01948	Precision Private Security	Security Services	09-5890-0000	2,538.00	
P18-01954	B & H PHOTO	Supplies - Photo	09-4300-0000	.01	
P18-01957	MYERS-STEVENSON & CO INC	Marysville Care Home	09-5890-0000	35.00	
P18-01979	ALLYN SCOTT YOUTH & COMMUNITY CENTER	ASYCC	09-5630-0000	30,000.00	
P18-02015	Follett School Solutions, Inc.	Supplies	09-4300-0000	403.66	
P18-02016	UNITED SITE SVCS OF CA, INC.	Fencing	09-5630-0000	1,879.76	
P18-02028	DALE R. FOX	Piano Tuning	09-5801-0000	720.00	
P18-02029	CITY OF MARYSVILLE RECREATION DEPT	Entry Fee	09-5890-0000	25.00	
P18-02042	MYERS-STEVENSON & CO INC	Short Term Insurance	09-5890-0000	99.75	
P18-02045	J's Party Rentals & Decor	Chair Rental	09-5630-0000	90.00	
Total Location				36,907.43	
Location Child Development (51)					
P18-01855	CDW-G COMPUTER CENTER	Admin CPU and Monitor	12-4410-6105	1,212.77	
P18-01866	Lotus Sacramento Corp	Preschool Services	12-5890-6105	1,020.00	
P18-01880	AMAZON.COM	kwoods	12-4300-6105	23.79	
P18-01898	AMAZON.COM	Kwoods	12-4300-6105	59.63	
P18-01904	AMAZON.COM	Kynoch Pre Supplies Carmen Mota	12-4300-6105	67.12	
P18-01915	CDW-G COMPUTER CENTER	RAM Upgrades	12-4300-6105	114.75	
P18-01920	CDW-G COMPUTER CENTER	Laptop	12-4410-6105	990.85	
P18-01924	Resources for Educators	Kathy Woods	12-4300-6105	178.00	
P18-01939	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Arboga Preschool Supplies- Rm B	12-4300-6105	864.22	
P18-02084	AMAZON.COM	Covillaud Pre Supplies Rm C Becky D'Agostini	12-4300-6105	173.21	
P18-02085	CONSTRUCTIVE PLAYTHINGS/ U.S. TOY COMPANY	Covillaud Pre Supplies Room A Maribel Garcia	12-4300-6105	147.89	
P18-02086	KAPLAN SCHOOL SUPPLY	Covillaud Pre Supplies RM C Becky D'Agostini	12-4300-6105	172.49	
Total Location				5,024.72	
Location Community Day School (54)					

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 30 2017 4:11PM

ESCAPE

ONLINE

Page 2 of 14

Includes Purchase Orders dated 11/01/2017 - 12/01/2017

Board Meeting Date December 12, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Community Day School (54)				
P18-01937	AMAZON.COM	PD Books for teachers	01-4200-3010	110.80
P18-01951	K-12 TEXTBOOKS	History Books	01-4100-0004	1,608.20
P18-01978	OFFICE DEPOT B S D	Per Mr. Gray File cabinet for Tobacco flyers	01-4300-6690	295.51
		Total Location		2,014.51
Location Cordua Elementary (07)				
P18-01862	GOPHER SPORT	CORDUA - TARGETED	01-4300-0004	208.98
Location Covillaud Elementary (09)				
P18-01908	NASCO	Tech - Mice	01-4300-0003	247.13
P18-01942	Waterford Research Institute	COV - Waterford Computer Lab	01-5801-0003	1,838.35
P18-02038	SCHOOL SPECIALTY	Office Chair	01-4300-1100	348.02
P18-02120	CURRICULUM ASSOCIATES	COV Student supplies	01-4300-0003	144.35
		Total Location		2,577.85
Location Dobbins Elementary (11)				
P18-01918	RENAISSANCE LEARNING, INC.	Accelerated Reader	01-5801-0003	7.00
Location Edgewater Elementary (12)				
P18-01456	ACCURATE LABEL DESIGNS	EDG Office	01-4300-1100	426.30
P18-01875	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	DUEAS RSP	01-4300-0003	91.94
P18-02046	PLANK ROAD PUBLISHING, INC	MUSIC Pelfrey	01-4300-0004	799.89
P18-02047	Richards Institute of Education & Research	MUSIC Pelfrey	01-4300-0004	106.09
P18-02113	TROXELL COMMUNICATIONS INC	Doc Cameras	01-4300-0003	1,277.35
		Total Location		2,701.57
Location Ella Elementary (13)				
P18-00637	WAL-MART COMMUNITY BRC	Ice Cream Social	01-4300-1100	300.00
P18-01849	Teacher Synergy, Inc. Purchase Order Dept.	classroom supplies	01-4300-0003	200.53
P18-01865	TEACHER CREATED RESOURCES	class supplies	01-4300-0003	91.92
P18-01870	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	classroom supplies	01-4300-0003	186.09
P18-01882	Teacher Synergy, Inc. Purchase Order Dept.	class supplies	01-4300-0003	267.71
P18-01901	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	class supplies	01-4300-0003	331.67
P18-01914	SUTTER COUNTY SCHOOLS	Shady Creek	01-5890-9010	7,117.50

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Nov 30 2017

4:11PM

ESCAPE

ONLINE

Page 3 of 14

67

Includes Purchase Orders dated 11/01/2017 - 12/01/2017

Board Meeting Date December 12, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Ella Elementary (13) (continued)				
P18-01917	TROXELL COMMUNICATIONS INC	Elmo Tablet	01-4300-3010	248.98
P18-01922	CASH & CARRY	Cash & Carry	01-4300-1100	500.00
P18-01928	CDW-G COMPUTER CENTER	Laptops	01-4410-3010	53,505.77
P18-01938	Teacher Synergy, Inc. Purchase Order Dept.	class supplies	01-4300-0003	189.63
P18-01953	SEAT SACK, INC.	class supplies	01-4300-0003	236.67
P18-02005	TEACHER CREATED RESOURCES	class supplies	01-4300-0003	117.70
P18-02018	ALLSTATE SIGN & PLAQUE	Property Signs	01-4300-1100	162.26
P18-02043	Teacher Synergy, Inc. Purchase Order Dept.	class supplies	01-4300-0003	244.62
P18-02061	Teacher Synergy, Inc. Purchase Order Dept.	classroom supplies	01-4300-0003	358.79
P18-02112	CDW-G COMPUTER CENTER	Laptops	01-4410-0003	1,981.70
P18-02115	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	class supplies	01-4300-0003	213.21
P18-02118	Teacher Synergy, Inc. Purchase Order Dept.	class supplies	01-4300-0003	260.99
P18-02119	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	class supplies	01-4300-0003	161.21
Total Location				66,676.95
Location Facilities (66)				
P18-02030	Kiz Construction	8187-MHS Scoreboard	01-6210-0010	106,000.00
P18-02064	THE TREE HOUSE	Toner	01-4300-0000	683.48
Total Location				106,683.48
Location Foothill Intermediate (35)				
P18-01847	MUSICIAN'S FRIEND	Baritone to replace fire damaged instrument	01-4410-0000	1,038.12
P18-01848	SPORTS OFFICIALS INTERMED SCH	FHS - Sports Officials	01-5801-0000	1,200.00
P18-01878	SUTTER COUNTY SCHOOLS	Shady creek	01-4300-9010	1,225.00
P18-01925	AMAZON.COM	PD Support 1.3	01-4300-3010	77.16
P18-01975	CDW-G COMPUTER CENTER	Student computer	01-4410-3010	673.32
P18-01992	American Assoc. of Univ. Women Attn: June McJunkin	AAUW Conf	01-5890-1100	96.00
			01-5890-9010	78.00
P18-02039	Tim's Music	FHS - Band	01-4300-0004	37.83
Total Location				4,425.43
Location Grounds (65)				
P18-01933	BARROW'S LANDSCAPING	GROUNDS/LINDA	01-5801-0000	179.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Nov 30 2017

4:11PM

ESCAPE

ONLINE

Page 4 of 14

Includes Purchase Orders dated 11/01/2017 - 12/01/2017

Board Meeting Date December 12, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Grounds (65) (continued)				
P18-02011	Berry Electric	GROUNDS/MARYSVILLE HIGH SCHOOL	01-5801-8150	1,000.00
P18-02013	TWIN CITIES TREE SERVICE	GROUNDS/DISTRICT OFFICE	01-5801-0000	3,500.00
P18-02026	BARROW'S LANDSCAPING	GROUNDS/ELLA	01-5801-0000	400.00
P18-02067	THE TREE HOUSE	Grounds Toner	01-4300-0000	301.68
P18-02068	Deere & Company	Mower	01-6400-8150	33,268.97
Total Location				38,649.65
Location Indian Education (108)				
P18-01850	Sky Road Webb	Thursday Cultural Night Nov. 2, 2017	01-5801-4510	100.00
P18-02025	MYERS-STEVENSON & CO INC	Ins. for Nov. 19, 2017 Turkey Shoot	01-5890-9010	35.00
Total Location				135.00
Location Instruction (IMC) (110)				
P18-01861	Richards Institute of Education & Research	Education Through Music	01-5801-4035	2,500.00
P18-01881	OFFICE DEPOT B S D	Broadband Switch	01-4300-0000	214.28
P18-01930	SMS TECH SOLUTIONS	Acrobat Pro DC for Amy	01-4300-0000	172.12
P18-02001	OFFICE DEPOT B S D	Testing Materials	01-4300-0000	311.44
P18-02055	University Enterprises, Inc. Office of Water Programs	NGSS Science Professional Development	01-5801-3010	30,436.00
P18-02081	MCGRAW-HILL SCHOOL EDUCATION	Professional Development for Paraprofessionals	01-5801-4035	7,500.00
P18-02098	AMAZON.COM	Strengths Based Leadership Book	01-4300-0000	18.21
P18-02100	Houghton Mifflin Harcourt	GR4-5 GoMath TE for JPE	01-4100-0004	152.25
Total Location				41,304.30
Location Johnson Park Elementary (15)				
P18-01947	Container Solutions, Inc.	Storage Container	01-4410-1100	2,681.25
P18-01958	AMAZON.COM	Wiseman music supply	01-4300-0004	487.02
P18-01959	PLANK ROAD PUBLISHING, INC	Wiseman music supplies	01-4300-0004	220.56
P18-01963	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Eagleton supplies	01-4300-0003	180.65
P18-01964	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Patterson supplies	01-4300-0003	233.74
P18-01965	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Pal supplies	01-4300-0003	64.92
P18-01977	AMAZON.COM	Stabnau supplies	01-4300-6500	78.12
Total Location				3,946.26
Location Kynoch Elementary (17)				

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 30 2017

4:11PM

ESCAPE

ONLINE

Page 5 of 14

69

Includes Purchase Orders dated 11/01/2017 - 12/01/2017

Board Meeting Date December 12, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17)				
P18-01860	TROXELL COMMUNICATIONS INC	Projector, Elmo, Smartboard Rail	01-4300-0000	420.01
		Renewal	01-4410-0000	1,820.77
P18-01863	PROJECT WISDOM		01-5801-1100	798.00
P18-01899	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Refrigerator for Kynoch School,	01-4410-1100	540.17
P18-01996	Cerebellum Corporation	LANYARDS	01-4300-0004	137.53
P18-02000	MYERS-STEVENSON & CO INC	KINDER PUMPKIN INSURANCE 10/30/2017	01-5890-9010	203.00
P18-02002	The Aussie Pouch Co., Inc	Seat Pockets / McKay	01-4300-1100	32.82
P18-02040	AMAZON.COM	Rm 14 Amazon book order	01-4300-0003	140.44
P18-02116	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	LAKESHORE SUPPLIES	01-4300-0003	50.85
Total Location				4,143.59
Location Linda Elementary (19)				
P18-01842	ABDO PUBLISHING C/O SARAH GROSS	Library reference books	01-4200-0003	2,243.48
P18-01934	PENWORTHY / MEDIA SOURCE	A. R. Books for Library	01-4200-9010	3,971.40
P18-02041	BALLARD-TIGHE	IPT Spanish oral test booklets 1-362-09	01-4300-0003	180.57
P18-02114	CDW-G COMPUTER CENTER	RAM Upgrade	01-4300-3010	45.16
Total Location				6,440.61
Location Lindhurst High (43)				
P18-01897	AMAZON.COM	Classroom Supplies	01-4300-0003	59.48
P18-01900	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh	01-4300-0003	96.56
P18-01905	AMAZON.COM	Classroom Supplies/Putman	01-4300-0003	30.16
P18-01910	CASCADE ATHLETIC SUPPLY CO.	Athletic Supplies/Basketball	01-4300-0000	1,537.53
P18-01916	PREMIER FOOD SAFETY	LHS CTE CULINARY ARTS/ TL	01-5801-0004	208.50
P18-01923	AMAZON.COM	Classroom Supplies/Sleigh	01-4300-0003	26.16
P18-01932	AMAZON.COM	Counseling Supplies	01-4300-0000	19.38
P18-01935	AMAZON.COM	Classroom Supplies/Fremd	01-4300-0003	42.59
P18-01955	AMAZON.COM	Classroom Supplies/Science	01-4300-0003	303.02
P18-01956	AMAZON.COM	Classroom Supplies/ROTC	01-4300-9010	56.21
P18-01969	AMAZON.COM	Classroom Supplies/Putman	01-4300-0003	30.16
P18-01971	YUBA COMMUNITY COLLEGE ATTN: ATHLETICS	Athletics/Field Use	01-5801-0000	1,457.10
P18-01991	AMAZON.COM	Conference Phones	01-4300-0000	692.80

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Nov 30 2017

4:11PM

ESCAPE

ONLINE

Page 6 of 14

Includes Purchase Orders dated 11/01/2017 - 12/01/2017

Board Meeting Date December 12, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P18-01993	AMAZON.COM	ID Printer Supplies	01-4300-0004	138.45
P18-02009	GLENDAL INDUSTRIES	Classroom Supplies/ROTC	01-4300-9010	218.02
P18-02010	Mil-Bar Plastics, Inc.	Classroom Supplies/ROTC	01-4300-9010	132.12
P18-02017	AMAZON.COM	Classroom Supplies/Toner	01-4300-0003	85.23
P18-02032	MUSIC THEATRE INTERNATIONAL	Classroom Supplies/Sleigh	01-5801-0000	190.97
P18-02033	AMAZON.COM	Classroom Supplies	01-4300-0003	325.18
P18-02035	AMAZON.COM	Classroom Supplies/McCullough	01-4300-0003	298.77
P18-02036	THE TREE HOUSE	Classroom Supplies	01-4300-0003	1,802.36
P18-02037	MJB WELDING SUPPLY	Classroom Supplies/Moss	01-4300-0004	434.54
			01-4300-7010	493.14
			01-5801-0003	860.59
P18-02054	SMS TECH SOLUTIONS	Acrobat Pro DC		
P18-02057	Tim's Music	Classroom Supplies/Sleigh	01-4300-0004	1,000.00
P18-02059	AMAZON.COM	Classroom Supplies/Toner	01-4300-0003	309.08
P18-02062	MYERS-STEVENSON & CO INC	Field Trip Insurance/JROTC	01-5890-0000	35.00
P18-02063	MYERS-STEVENSON & CO INC	Field Trip Insurance/Yuba College	01-5890-0000	94.50
P18-02078	JORGENSEN SPORTS SERVICE	Winter Sports Officials	01-5801-0000	11,167.00
P18-02094	AMAZON.COM	Classroom Supplies/ROTC	01-4300-9010	331.65
P18-02097	AMAZON.COM	Classroom Supplies/Swarm	01-4300-6500	75.14
P18-02107	AMAZON.COM	Display Case/Art	01-4300-0000	389.79
P18-02117	UNITED RENTALS	Athletics Rentals	01-5630-0000	227.36
P18-02122	MYERS-STEVENSON & CO INC	Field Trip Insurance/JROTC	01-5890-0000	35.00
P18-02123	MYERS-STEVENSON & CO INC	Field Trip Insurance/TLC	01-5890-0000	35.00
		Total Location		23,238.54
Location Loma Rica Elementary (21)				
P18-01845	MYERS-STEVENSON & CO INC	Field trip insurance-Indigenous People's Day	01-5890-9010	96.25
P18-01906	SCHOOL MATE	Student Planners	01-4300-0003	57.49
P18-01943	MIDAMERICA BOOKS	Library Books	01-4200-9010	183.92
P18-01997	CURRICULUM ASSOCIATES	i-Ready Reading Program	01-5801-3010	3,150.00
P18-01998	CURRICULUM ASSOCIATES	i-Ready Math Program	01-5801-3010	3,150.00
P18-01999	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-3010	1,492.71

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Nov 30 2017

4:11PM

ESCAPE

ONLINE

Page 7 of 14

71

Location

Includes Purchase Orders dated 11/01/2017 - 12/01/2017

Board Meeting Date December 12, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63)				Total Location 8,130.37
P18-01856	CAPITOL BUILDERS HARDWARE INC	MAINTENANCE/JOHNSON PARK	01-5801-8150	17,642.34
P18-01894	VOLTAGE SPECIALISTS	MAINTENANCE/CL, EDGEWATER, YF	01-5642-8150	7,470.00
P18-01931	Carrier Corporation	MAINTENANCE/OLIVEHURST/MHS/LHS	01-4300-8150	2,714.38
			01-5801-8150	270.00
P18-01936	GameTime c/o MRC	MAINTENANCE/KYNOCH PRESCHOOL	01-4410-8150	942.07
P18-01950	The Brown Company	MAINTENANCE/BROWNS VALLEY	01-4450-8150	7,158.93
P18-02012	B + A At Your Service	MAINTENANCE/MHS	01-5642-8150	550.00
P18-02060	CITY OF MARYSVILLE	MAINTENANCE/MHS Ag	01-5890-8150	362.00
P18-02065	IDN-Wilco	MAINTENANCE/Johnson Park	01-4300-8150	580.24
P18-02066	TRANE COMPANY	Maintenance	01-4300-8150	540.50
P18-02070	SIEMENS BUILDING TECHNOLOGIES	MAINTENANCE/EDGEWATER	01-5642-8150	3,209.94
P18-02071	SIEMENS BUILDING TECHNOLOGIES	MAINT./OLIVEHURST/EDGEWATER	01-5642-8150	5,968.36
P18-02093	Carrier Corporation	MAINTENANCE/OLIVEHURST SCHOOL	01-5642-8150	1,631.58
		Total Location		49,040.34
Location Marysville High (45)				
P18-01841	MYERS-STEVENSON & CO INC	ROP Small Business 09/16	01-5890-0004	35.00
P18-01883	B & H PHOTO	Khan Carl Perkins Cameras & Accessories	01-4410-3550	12,657.78
			01-6491-3550	5,774.98
P18-01929	AMAZON.COM	Chromebook Screen for Mrs G	01-4300-0004	40.92
P18-02019	Bi-County Ambulance Service	Bi-County Ambulance 10/20	01-5801-0004	750.00
P18-02020	Bi-County Ambulance Service	Bi-County Ambulance 9/22	01-5801-0004	787.50
P18-02021	Bi-County Ambulance Service	Bi-County Ambulance 9/15	01-5801-0004	637.50
P18-02022	ELITE UNIVERSAL SECURITY	Security at Football	01-5801-0000	390.00
P18-02024	ELITE UNIVERSAL SECURITY	Security at Football	01-5801-0000	430.95
P18-02079	BMX Pros Trick Team	BMX Pros Rally	01-5801-6690	1,797.00
P18-02080	GOVCONNECTION, INC.	Ethernet Switch	01-4300-0000	60.01
P18-02092	HERFF JONES	MHS Diplomas	01-4300-0000	2,300.00
P18-02099	Courthouse Cafe	Lunch for PD	01-4300-0000	134.77
P18-02104	Twin Rivers Unified	Direct Order for MHS Kitchen Supplies	13-4300-5310	1,549.06

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 30 2017

4:11PM

ESCAPE

ONLINE

Page 8 of 14

72

Includes Purchase Orders dated 11/01/2017 - 12/01/2017

Board Meeting Date December 12, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45) (continued)				
P18-02111	ABC SCHOOL EQUIPMENT	Mini Blinds for room P102	01-4300-0000	89.48
P18-02124	SIERRA SCHOOL EQUIPMENT CO	MHS Desks	01-4300-0000	10,677.78
		Total Location		38,112.73
Location McKenney Intermediate (37)				
P18-01843	LIBRARIANS' BOOK EXPRESS	LIBRARY	01-4300-1100	1,851.60
P18-01852	AMAZON.COM	OFFICE	01-4300-1100	253.92
P18-01868	THE TREE HOUSE	Toner	01-4300-1100	484.09
P18-01884	NWN CORPORATION	Samsung Toner MLT-D309L	01-4300-1100	269.52
P18-01952	RISO PRODUCTS OF SACRAMENTO	MCKENNEY / SUPPLIES	01-4300-1100	845.43
P18-01961	CDW-G COMPUTER CENTER	RAM Upgrades	01-4300-3010	57.37
P18-01966	PLACER CO OFFICE OF EDUCATION	PBIS	01-5801-1100	75.00
P18-02023	SCHOOL SAVERS	Calculators for Field	01-4300-0003	499.43
P18-02105	IVS Computer Technology	Elmos and Carls	01-4410-3010	14,109.31
		Total Location		18,445.67
Location Nutrition Services (73)				
P18-01853	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	568.00
P18-01854	EAST BAY RESTAURANT SUPPLY, INC.	COV Kitchen Food Warmer	13-4410-5310	4,286.46
P18-01857	TRACTOR SUPPLY COMPANY	Cambro Brakes Kynoch	13-4300-5310	86.56
P18-01858	POSITIVE PROMOTIONS	Birthday Card Assortment	13-4300-5310	144.55
P18-01859	JENNIE-O-TURKEY STORE	Direct Order for Warehouse Inventory	13-9325-5310	6,915.05
P18-01888	Crown Distributing	Direct Order for Warehouse Inventory	13-4313-5310	1,199.00
P18-01889	SCHWAN'S FOOD SERVICE	Direct Order for Warehouse Inventory	13-9326-5310	1,390.68
P18-01890	Bay State Milling	Direct Order for Warehouse Inventory	13-9325-5310	12,458.19
P18-01891	Shirley Slocum	Student Refund	13-9325-5310	1,760.00
P18-01892	APPEAL DEMOCRAT	Advertising	13-5892-5310	15.75
P18-01911	GOODMAN FOODS	Directo Order for Warehouse Inventory	13-5890-5310	211.00
P18-01912	J M SMUCKERS	Direct Order for Warehouse Inventory	13-9325-5310	8,547.42
P18-01913	Sysco Sacramento, Inc.	Direct order for Warehouse Inventory	13-9325-5310	4,886.40
P18-01944	Bell Tasty Foods Inc.	Direct Order for Warehouse Inventory	13-9325-5310	270.32
			13-9325-5310	5,904.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 30 2017

4:11PM

ESCAPE ONLINE

Page 9 of 14

B

Includes Purchase Orders dated 11/01/2017 - 12/01/2017				Board Meeting Date December 12, 2017	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Nutrition Services (73) (continued)					
P18-01945	ULINE.COM	Direct Order for Warehouse Supplies	13-4320-5310	85.41	
P18-01960	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Direct Order for Warehouse Inventory	13-4716-5310	322.40	
			13-9325-5310	1,978.60	
P18-01980	EAST BAY RESTAURANT SUPPLY, INC.	Ella & Cedar Lane Kitchen Food Warmers	13-4410-5310	8,495.75	
P18-01981	HUBERT CO	Yuba Gardens Kitchen Mobile Cart	13-4300-5310	313.77	
			13-4410-5310	1,920.58	
P18-01982	BIG TRAY	Transport Carts for MHS & COV	13-4300-5310	497.95	
			13-4410-5310	1,802.36	
P18-01983	PACE SUPPLY CORP.	Insinkerator installed by Maintenance 10/27/17	13-4300-5310	115.25	
P18-01984	EAST BAY RESTAURANT SUPPLY, INC.	Cambro Food Transport Equipment	13-4300-5310	2,008.62	
			13-4410-5310	14,628.04	
P18-01986	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	426.00	
P18-02048	LAND O'LAKES, INC	Direct Order for Warehouse Inventory	13-9325-5310	4,871.90	
P18-02049	Fat Cat Scones	Direct Order for Warehouse Inventory	13-9325-5310	5,655.90	
P18-02050	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	84.19	
			13-9326-5310	5,407.25	
P18-02088	NATIONAL FOOD GROUP	Direct Order for Warehouse Inventory	13-9325-5310	1,784.00	
P18-02089	Rich Chicks, LLC	Direct Order for Warehouse Inventory	13-9325-5310	12,168.80	
P18-02090	DANIELSEN COMPANY	Direct Order for Warehouse Inventory	13-9325-5310	167.61	
P18-02091	Trade Supplies, Inc.	Direct Order for Warehouse Inventory	13-9326-5310	3,007.40	
P18-02103	SCHWAN'S FOOD SERVICE	Direct order for warehouse inventory	13-9325-5310	1,607.01	
P18-02125	US Bank Supply	Direct Order for Bank Deposit Supplies	13-4300-5310	85.52	
			Total Location	116,077.69	
Location Print Shop (67)					
P18-01879	AMAZON.COM	Texwipes	01-4300-0000	24.53	
P18-01887	Neopost USA Inc.	Memjet Printer Supplies	01-4300-0000	1,063.03	
P18-01907	SIGNWORX	Plaques	01-4300-0000	245.04	
P18-01970	SMS TECH SOLUTIONS	Adobe Creative Cloud	01-5801-0000	799.92	
P18-02073	Neopost USA Inc.	Printer Repair	01-5641-0000	510.94	
			Total Location	2,643.46	

Includes Purchase Orders dated 11/01/2017 - 12/01/2017

Board Meeting Date December 12, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Pupil Services (202)				
P18-01987	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech - Hilary Dietrich	01-4300-6500	86.41
P18-01988	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech - Lauren Merrill	01-4300-6500	135.15
P18-01989	PRO-ED	Speech - Lauren Merrill	01-4300-6500	216.40
P18-01990	Pro-Ed	Speech - Lauren Merrill	01-4300-6500	103.94
P18-02003	SUPER DUPER PUBLICATIONS DEPT SD 2004	Speech - Taylor Greenwood	01-4300-6500	260.83
P18-02004	Pro-Ed	Speech - Taylor Greenwood	01-4300-6500	56.76
P18-02058	AMAZON.COM	OT items	01-4300-6500	93.28
P18-02077	RedShelf, Inc.	Speech - Taylor Greenwood	01-4300-6500	37.36
P18-02110	VERIZON WIRELESS	iPhone 7 Dental Van 530-788-3578	01-4410-9014	194.07
Total Location				1,184.20
Location Purchasing (104)				
P18-01927	Sac Ice	D.O. Staff Room	01-4410-0000	3,788.16
Location South Lindhurst (47)				
P18-01903	SCHOOL SAVERS	Mr. Underwood/Calculators	01-4300-0003	2,962.84
P18-02106	Arkansas Flag and Banner, Inc.	School Flag	01-4300-0004	643.49
P18-02109	SMILE BUSINESS PRODUCTS, INC.	South Copier Rental	01-5621-0003	100.00
			01-5630-0003	1,353.80
Total Location				5,060.13
Location Student Discipline/Attendance (109)				
P18-01876	CENTER FOR EDUCATION AND EMPLOYMENT LAW	Subscription Renewal School Safety	01-5801-0000	179.00
P18-01877	CENTER FOR EDUCATION AND EMPLOYMENT LAW	Legal Notes subscription renewal	01-5801-0000	159.00
Total Location				338.00
Location Technology (102)				
P18-01895	ESCAPE TECHNOLOGY	Escape Yearly Maintenance	01-5801-0000	5,000.00
P18-01909	SOLARWINDS	SolarWinds Renewal 2018	01-5801-0000	2,218.00
P18-02051	AMAZON.COM	KVM Switch for Ramon	01-4300-0000	291.19
P18-02052	AMAZON.COM	Mouse and Keyboard for Ramon	01-4300-0000	59.53
P18-02053	AMAZON.COM	Supplies for Fred	01-4300-0000	121.20
P18-02056	SMS TECH SOLUTIONS	Adobe Creative Cloud/Ruda	01-5801-0000	399.96

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 30 2017
4:11PM

ESCAPE

ONLINE

Page 11 of 14

75

Includes Purchase Orders dated 11/01/2017 - 12/01/2017				Board Meeting Date December 12, 2017	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Technology (102) (continued)					
P18-02082	AMAZON.COM	Chromebook Adpater	01-4300-0000	376.71	
P18-02083	CDW-G COMPUTER CENTER	Chromebook Adapters	01-4300-0000	129.90	
			Total Location	8,596.49	
Location Transportation (69)					
P18-02014	H & S AUTOMOTIVE	TRANSPORTATION	01-5641-0230	1,000.00	
P18-02027	W.V. ALTON, INC.	TRANSPORTATION/SUPPLIES	01-4364-0230	37.54	
			01-5641-0230	210.00	
P18-02095	FOOTHILL FIRE PROTECTION DIST	Bus Parking	01-5630-0230	500.00	
			Total Location	1,747.54	
Location Warehouse (71)					
P18-01867	THE TREE HOUSE	Toner	01-4300-0000	197.22	
P18-01926	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	2,974.31	
P18-01946	STANDARD STATIONERY SUPPLY CO	Warehouse Stock 17-18 S.Y.	01-9320-0000	272.79	
P18-01972	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	3,024.59	
P18-01973	CARE LAB C/O TOM FERGUSON	Warehouse Stock 2017-18 S.Y.	01-9320-0000	2,774.66	
P18-02044	CDW-GOVERNMENT, INC.	Warehouse Stock 17-18 S.Y.	01-9320-0000	779.40	
P18-02069	SAC VAL JANITORIAL SALES & SERVICES, INC.	Whs Stock 17-18 SY	01-9320-0000	13,299.38	
P18-02074	Spicer's Paper, Inc.	Warehouse Stock 17-18 S.Y.	01-9320-0000	57.65	
P18-02075	SHADD JANITORIAL SUPPLY	Warehouse Stock 2017-18 S.Y.	01-9320-0000	1,254.83	
P18-02087	HILLYARD - SACRAMENTO	Warehouse Stock 2017-18 S.Y.	01-9320-0000	3,117.31	
P18-02096	HORIZON SAFETY DISTRIBUTING	Supplies	01-4300-0000	525.88	
P18-02102	SOUTHWEST SCHOOL & OFFICE SUPPLY	Whs Stock 17-18 SY	01-9320-0000	6,363.95	
P18-02108	THE TREE HOUSE	Whs Stock 17-18 SY	01-9320-0000	1,617.26	
			Total Location	36,259.23	
Location Yuba Feather K-6 (29)					
P18-01919	SPELLING CITY	Yuba Feather School	01-5801-0003	303.75	
Location Yuba Gardens Intermediate (39)					
P18-01846	APPLE COMPUTER INC	iPad 32GB	01-4300-1100	339.49	
P18-01871	AMAZON.COM	GATES/YLST	01-4300-1100	118.71	
The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.					
			ESCAPE	ONLINE	Page 12 of 14

Includes Purchase Orders dated 11/01/2017 - 12/01/2017

Board Meeting Date December 12, 2017

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Gardens Intermediate (39) (continued)				
P18-01872	AMAZON.COM	BOWMAN/GATES	01-4300-0003	963.55
P18-01873	AMAZON.COM	YLST/GATES	01-4300-3010	35.84
P18-01902	GOVCONNECTION, INC.	ELPLP78 Bulbs	01-4300-3010	1,650.70
P18-01962	AMAZON.COM	WATERS/GATES	01-4300-3010	153.43
P18-02034	AMAZON.COM	JOHL/WATERSGATES	01-4300-3010	188.15
Total Number of POs			Total Location	3,449.87
			Total	678,407.41

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	221	518,848.51
09	Chtr Schs	14	36,907.43
12	Child Dev	12	5,024.72
13	Cafeteria	32	117,626.75
Total			678,407.41

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy Cartwright (KATHY), Nov 30 2017

4:11PM

ESCAPE

ONLINE

Page 13 of 14

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P18-00089	800.00	01-5621	Gen Fund/Maint Cont	800.00-
P18-00144	18,000.00	01-5641	Gen Fund/Equip Repa	3,000.00
P18-00163	13,000.00	01-5641	Gen Fund/Equip Repa	3,000.00
P18-00184	800.00	01-5641	Gen Fund/Equip Repa	300.00
P18-00226	3,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P18-00237	4,700.00	01-4300	Gen Fund/Mat&Suppli	624.92
P18-00251	10,000.00	01-4364	Gen Fund/Tools/Part	5,000.00
P18-00345	1,000.00	01-4300	Gen Fund/Mat&Suppli	500.00
P18-00465	2,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P18-00549	82.25	09-5890	Chrtr Schs/Other Serv	21.00
P18-00585	2,700.00	01-4300	Gen Fund/Mat&Suppli	554.00-
P18-00714	3,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P18-00822	1,235.98	01-4300	Gen Fund/Mat&Suppli	585.98
P18-00877	3,656.01	13-5641	Cafeteria/Equip Repa	552.07
P18-00895	2,647.17	01-4410	Gen Fund/Equip NonC	331.65
P18-01066	2,000.00	01-5641	Gen Fund/Equip Repa	1,000.00
P18-01196	3,100.00	01-6174	Gen Fund/Inspector	2,140.00
P18-01202	149.00	01-5310	Gen Fund/Membership	31.01
P18-01298	169,025.26	13-4716	Cafeteria/Produce	145,125.26
P18-01533	3,734.96	13-4300	Cafeteria/Mat&Suppli	102.37
P18-01805	12.94	01-4300	Gen Fund/Mat&Suppli	77.61-
Total PO Changes				163,882.65

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

001 - Marysville Joint Unified School District

Generated for Kathy

Cartwright (KATHY), Nov 30 2017

4:11PM

ESCAPE

ONLINE

Page 14 of 14