

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2018-2019

Business Services Department

Approval : *[Signature]*

Date: *9.4.18*

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MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

MARYSVILLE JOINT UNIFIED SCHOOL

LEA

DISTRICT

Contract Year 2018-2019

☒

Nonpublic School

☐ Nonpublic Agency

Type of Contract:

☒

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.

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2018-2019

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Marysville Joint Unified School District

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Sierra School at Eastern- Lower

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on August 15, 2018, between Marysville Joint Unified School District, hereinafter referred to as the local educational agency ("LEA"), a member of the Yuba County SELPA and

Sierra School at Eastern- Lower (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 August 15, 2018 to June 30, 2019 (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:

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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.

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- 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

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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.

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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 it's 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

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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

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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.

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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,

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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.

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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.

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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 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (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 of 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.

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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

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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 15th day of August and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Sierra School at Eastern- lower
Nonpublic School/Agency

Marysville Joint Unified School District
LEA Name

By:  8/22/2018
 Signature Date

By:  8/31/18
 Signature Date

Andrea Vargas, President, Schools Group
Name and Title of Authorized
Representative

Mike Hodson, Assist. Sup. Business Services
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Carlee Wilkes, Director

**Toni Vernier, Executive Director Special
 Education**

Name and Title
 Sierra School at Eastern-Lower

Name and Title
 Marysville Joint Unified School District

Nonpublic School/Agency/Related Service Provider

LEA

1150 Eastern Avenue

1919 B Street

Address
 Sacramento CA 95864

Address
 Marysville CA 95901

City State Zip
 916-488-5455 916-6763

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

Phone Fax
 cwilkes@sierra-school.com

Phone Fax
 tvernier@mjuds.com

Email

Email

Additional LEA Notification
(Required if completed)

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2018-2019 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Sierra School at Eastern, lower

The CONTRACTOR CDS NUMBER: 34-674476938245

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: \$ 175,110.12

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: \$150.22/day
- 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>\$18.50</u>	<u>hour</u>
<u>Language and Speech (415)</u>	<u>\$100.00</u>	<u>hour</u>
<u>Adapted Physical Education (425)</u>	<u>not provided</u>	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>not provided</u>	_____
<u>Health and Nursing: Other Services (436)</u>	<u>not provided</u>	_____
<u>Assistive Technology Services (445)</u>	<u>not provided</u>	_____
<u>Occupational Therapy (450)</u>	<u>\$100.00</u>	<u>hour</u>
<u>Physical Therapy (460)</u>	<u>\$100.00</u>	<u>hour</u>
<u>Individual Counseling (510)</u>	<u>\$65.00</u>	<u>hour</u>
<u>Counseling and Guidance (515)</u>	<u>included</u>	_____
<u>Parent Counseling (520)</u>	<u>included</u>	_____
<u>Social Work Services (525)</u>	<u>not provided</u>	_____
<u>Psychological Services (530)</u>	<u>not provided</u>	_____
<u>Behavior Intervention Services (535)</u>	<u>included</u>	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u>not provided</u>	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u>not provided</u>	_____
<u>Interpreter Services (715)</u>	<u>no provided</u>	_____
<u>Audiological Services (720)</u>	<u>not provided</u>	_____

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Specialized Vision Services (725)	not provided	
Orientation and Mobility (730)	not provided	
Specialized Orthopedic Services (740)	not provided	
Reader Services (745)	not provided	
Transcription Services (755)	not provided	
Recreation Services, Including Therapeutic (760)	not provided	
College Awareness (820)	included	
Work Experience Education (850)	not provided	
Job Coaching (855)	not provided	
Mentoring (860)	not provided	
Travel Training (870)	not provided	
Other Transition Services (890)	included	
BEST Model Service	\$ 30.00	day
Other (900) <i>Transportation</i>	<i>\$ 85.00</i>	<i>day</i>

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EXHIBIT B: 2018-2019 ISA

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

This agreement is effective on August 15, 2018 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 Sierra School at Eastern, lower

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

Pupil Name _____ Sex: X ☐ M ☐ F Grade: 8
(Last) (First) (M.I.)

Address _____ City Marysville State/Zip CA, 95901

DOB _____ Residential Setting: x ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian F Phone (_____) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 330 during the regular school year
330 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
19 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: \$ _____

Estimated Number of Days 199 x Daily Rate \$150.22 = PROJECTED BASIC EDUCATION COSTS \$29,893.78

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		30 mins/week	32.50	37	\$1202.50
Counseling and guidance (515)							
Parent Counseling (520)							

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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				
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\$ \$1202.50

162

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$31,096.28

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON August 14, 2018

6. Progress Reporting x Quarterly Monthly Other
Requirements: _____ (Specify) _____

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

-CONTRACTOR-

-LEA/SELPA-

Sierra School at Eastern, lower
(Name of Nonpublic School/Agency)

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

 8/22/2018
(Signature) (Date)

 8-31-18
(Signature) (Date)

Andrea Vargas, President, Schools Group
(Name and Title)

Mike Hodson, Asst. Superintendent/Business Services, MJUSD
(Name of Superintendent or Authorized Designee)

This agreement is effective on August 15, 2018 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, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

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

Address _____ City Marysville State/Zip CA, 95901

DOB _____ Residential Setting: x ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

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

2.	<i>Nonpublic School:</i> The average number of minutes in the instructional day will be:	<u>330</u>	during the regular school year
		<u>330</u>	during the extended school year
3.	<i>Nonpublic School:</i> The number of school days in the calendar of the school year are:	<u>180</u>	during the regular school year
		<u>19</u>	during the extended school year

3. 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: _____

Estimated Number of Days	199	x Daily Rate	\$150.22	= PROJECTED BASIC EDUCATION COSTS	<u>\$29,893.78</u>
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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		x		30 mins/week	100/hr	37	\$1,850.00
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		60 min month	65.00/hr		\$715.00
Counseling and guidance (515).							
Parent Counseling (520)							

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				
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\$ \$ _____

165

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$32,458.78

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON August 14, 2018

6. Progress Reporting Requirements: x Quarterly Monthly Other (Specify)

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

-CONTRACTOR-

-LEA/SELPA-

Sierra School at Eastern. lower

Marysville Joint Unified School District

(Name of LEA/SELPA)

8/22/2018

8.31.18

(Signature) Andrea Vargas, President Schools Group

(Date)

(Signature) Mike Hodson

(Date)

Mike Hodson, Asst. Superintendent/Business Services, MJUSD

(Name of Superintendent or Authorized Designee)

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(Education Code Sections 56365 et seq.)

This agreement is effective on August 14, 2018 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, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Marysville JUSD	Nonpublic School	Sierra School at Eastern, lower
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LEA Case Manager: Name Toni Vernier Phone Number 530-749-6180

Pupil Name _____ Sex: X ☐ M ☐ F Grade: 7

Address 1	(Last)	(First)	(M.I.)	City	State/Zip
10000 Long				Marysville	CA, 95901

DOB 5-1 Residential Setting: x ☐ Home ☐ Foster ☐ LCI # ☐ OTHER

Parent/Guardian: _____ Phone: _____ (Residence) _____ (Business) _____

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

2. *Nonpublic School:* The average number of minutes in the instructional day will be: 330 during the regular school year
330 during the extended school year
3. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
19 during the extended school year
3. *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:

Estimated Number of Days	199	x Daily Rate	\$150.22	= PROJECTED BASIC EDUCATION COSTS	\$29,893.78
--------------------------	-----	--------------	----------	-----------------------------------	-------------

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		x		30 mins/week	100/hr	37	\$1,850.00
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		60 min month	65.00/hr		\$715.00
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							

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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				
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 COST\$32,458.78

4. Other Provisions/Attachments:

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5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON August 14, 2018

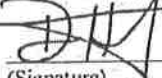
6. Progress Reporting Requirements: X Quarterly Monthly Other (Specify)

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

-CONTRACTOR-

-LEA/SELPA-

Sierra School at Eastern, lower
(Name of Nonpublic School/Agency)



(Signature)

Dustin Hehner, Associate Director

Carlee Wilkes, Director
(Name and Title)

8-10-18

(Date)

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



(Signature)

8.31.18

(Date)

Mike Hodson, Asst. Superintendent/Business Services, MJUSD
(Name of Superintendent or Authorized Designee)

EXHIBIT B: 2018-2019 ISA

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

This agreement is effective on August 14, 2018 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 Sierra School at Eastern, lower

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

Pupil Name (Last) (First) (M.I.) Sex: ☒ M ☐ F Grade: 8

Address 1 2 City Marysville State/Zip CA, 95901

DOB : Residential Setting: ☒ Home ☐ Foster ☐ LCI # : ☐ OTHER :

Parent/Guardian f Phone (Residence) (Business)
Address (If different from student) City : State/Zip :

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 330 during the regular school year
330 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
19 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: \$:

Estimated Number of Days 199 x Daily Rate \$150.22 = PROJECTED BASIC EDUCATION COSTS \$29,893.78

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 (435)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)		x		30 mins/week	32.50	37	\$1202.50
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							

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				
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\$ \$1202.50

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$31,096.28

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4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON August 14, 2018

6. Progress Reporting Requirements: X Quarterly Monthly Other (Specify)

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

-CONTRACTOR-

-LEA/SELPA-

Sierra School at Eastern, lower
(Name of Nonpublic School/Agency)

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

(Signature)

(Date)

(Signature)

(Date)

Carlee Wilkes, Director

Dustin Heimer, Associate Director

Mike Hodson, Asst. Superintendent/Business Services, MIUSD
(Name of Superintendent or Authorized Designee)

(Name and Title)

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

This agreement is effective on 1-23-2017 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, 2017, unless sooner terminated as **provided** in the Master Contract and by **applicable** law.

Local Education Agency(LEA)		Marysville Joint Unified School District		Nonpublic School/Agency		Sierra Schools Eastern Lower	
Address		1919 B Street		Address		1150 Eastern Avenue	
City, State Zip		Marysville CA. 95901		City, State, Zip		Sacramento, CA 95864	
LEA Case Manager		Ryan Inouye		Phone		530-533-5464	Fax
				e-Mail			
Student Last Name		Student First Name		Program Contact Name		Monica Stevenson	
				Phone		(916) 488-5455	Fax (916) 488-6763
D.O.B.				I.D. #			
Grade	3	Level		Sex	(x) M () F	e-Mail monica.stevenson@sierra-school.com	
Parent/ Guardian Last Name				Parent/ Guardian First Name			
Address				Contract Begins		08/30/18	Ends 6/30/2019
City, State, Zip		Marysville, CA 95901		Master Contract Approved by the Governing Board on			
Home Phone	(916) _____	Business	_____				

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION									
		x			\$150.22 per day		169	19	\$29,000.00
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent		x				a. 1x/day	169	19	\$16,000
2. Counseling a. Group b. Individual c. Family		x				b. 1x/week	37	4	\$3,000
3. Adapted P.E. a. Group of _____ b. Individual									
4. Speech/Language a. Group of _____ b. Individual c. Consultation									
5. SCIA a. Individual b. Group of _____									

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B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Intensive Academic Instruction									
7. Occupational Therapy a. Group of _____ b. Individual c. Consultation									
8. Physical Therapy a. Individual b. Consultation									
9. Behavior Intervention (BI) a. Consultation b. Direct (BIJ) c. Supervision (BID) d. Assessment									
10. Nursing									
11. Other									
						TOTAL COST			\$48,000.00

ESTIMATED MAXIMUM RELATED SERVICES COST \$ 48,000.00

SPECIALIZED EQUIPMENT/SUPPLIES None \$

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES
COSTS/SPECIALIZED EQUIPMENT/SUPPLIES

Other Provisions/Attachments:

Progress Reporting Requirements: ☒ Quarterly ☐ Monthly ☐ Other (Specify)

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.

-CONTRACTOR-

Sierra Schools at Eastern Lower, Sacramento

(Name of Nonpublic School/Agency)

(Signature)

8-31-18
(Date)

Dustin Heber, Assoc. Director
(Name and Title)

-DISTRICT-

Marysville Joint Unified School District

(Name of School District)

(Signature)

8.31.18
(Date)

(Name of Superintendent or Authorized Designee)

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Includes Purchase Orders dated 08/01/2018 - 09/01/2018

Board Meeting Date September 11, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P19-00637	OFFICE DEPOT B S D	ABL Admin Supplies	01-4300-1100	2,000.00
P19-00638	WAL-MART COMMUNITY BRC	ABL Admin Supplies	01-4300-1100	500.00
P19-00999	Follett School Solutions, Inc.	Textbook Manager	01-5801-0003	699.00
Total Location				3,199.00
Location Accounting/Payroll (103)				
P19-00678	MJUSD REVOLVING CASH	2018-19 REVOLVING CASH MERCHANT FEES	01-5891-0000	810.00
P19-00790	Capitol Advisors Group, LLC	18-19 Consulting Svcs Mandated Cost Claims	01-5850-0000	11,000.00
P19-00901	CALPERS FINANCIAL REPORTING &	BUSINESS SERVICES GASB-68 18-19 FEES	01-5890-0000	350.00
P19-00927	U S Bank Supply	Deposit Bags	01-4300-0000	96.80
Total Location				12,256.80
Location After School Program (107)				
P19-00625	SUTTER BUTTES COMMUNICATIONS	Radio Repairs/ Multiple Sites	01-5641-6010	2,107.67
P19-00994	S & S WORLDWIDE	ARB-STARS	01-4300-6010	164.46
Total Location				2,272.13
Location Arboga Elementary (01)				
P19-00634	WALKER'S OFFICE SUPPLIES	Front Office Furniture	01-4300-1100	1,191.56
			01-4410-1100	3,981.47
P19-00635	Miles Treaster & Associates	Guest Chairs	01-4300-1100	715.81
P19-00727	In-House, Inc.	Student Planner SY 2018/2019	01-4300-0003	1,119.09
P19-00728	AMAZON.COM	Books & Lanyards /Hansen Rm 4	01-4300-0003	159.41
P19-00729	MATH OLYMPIADS (MOEMS)	MATH OLYMPIADS /4TH-6TH/STRAOLZINI /REGISTRATION	01-5310-0003	109.00
P19-00730	MobyMax, LLC	Moby Max	01-5801-0003	1,495.00
P19-00731	TIME FOR KIDS	Time For Kids/5/6th Gr Teachers	01-4300-0003	673.20
P19-00732	SCHOLASTIC	Teacher Subscriptions/SCHOLASTIC	01-4300-0003	771.13
P19-00756	Adventure To Fitness	Subscription Renewal - Preston	01-5801-0003	299.00
P19-00768	OFFICE DEPOT B S D	Classroom lottery open po	01-4300-1100	1,000.00
P19-00769	OFFICE DEPOT B S D	Office lottery open po	01-4300-1100	1,000.00
P19-00796	LEARNING A-Z	Learning A-Z Renewal	01-5801-0003	1,759.60
P19-00806	OFFICE DEPOT B S D	Classroom 5299 open po	01-4300-0003	5,000.00
P19-00938	AMAZON.COM	Toner /Lagorio	01-4300-0003	67.10

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Includes Purchase Orders dated 08/01/2018 - 09/01/2018			Board Meeting Date September 11, 2018		
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Arboga Elementary (01) (continued)					
P19-00966	AMAZON.COM	SP Go Math Book/KELLY Rm 20	01-4300-0003	7.96	
			Total Location	19,349.33	
Location Browns Valley Elementary (03)					
P19-00716	OFFICE DEPOT B S D	Classroom Supplies	01-4300-1100	1,500.00	
P19-00939	GOVCONNECTION, INC.	Epson Lamp for 585W	01-4300-1100	55.41	
			Total Location	1,555.41	
Location Business Services (106)					
P19-00791	KNN Public Finance, LLC	Financial Advisory Services 2018-2020	01-5801-0000	36,000.00	
P19-00809	SCHOOL WORKS, INC	GIS Services 2018-2019	25-5801-0000	5,500.00	
P19-00914	Riverside Technologies Inc.	Mini PC Stand	01-4300-0000	54.13	
P19-01002	DIVERSE NETWORK ASSOCIATES	Catapult- Emergency Management	01-5801-0004	16,822.08	
			Total Location	58,376.21	
Location Cedar Lane Elementary (05)					
P19-00661	BRAIN POP	Brain Pop Renewal	01-5801-0003	2,395.00	
P19-00708	WAL-MART COMMUNITY BRC	Admin Supplies	01-4300-1100	5,000.00	
P19-00785	Athlon I.A., LLC	Team Building	01-5801-3010	399.00	
P19-00789	APPLE COMPUTER INC	iPad 128GB	01-4300-0004	447.74	
P19-00812	OFFICE DEPOT B S D	Office Supplies	01-4300-1100	2,500.00	
P19-00822	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	2,500.00	
P19-00830	Waterford Research Institute	Waterford	01-5801-0003	10,995.00	
P19-00839	North State Screenprinting	Shirts	01-4300-1100	782.65	
P19-00870	SUTTER BUTTES COMMUNICATIONS	Radio Respirs	01-5641-6500	500.00	
P19-00922	THERAPY SHOPPE, INC	Bradley	01-4300-0003	96.31	
P19-00976	AMAZON.COM	Lefever - Supplies	01-4300-0003	120.71	
P19-00978	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	1st Grade Supplies	01-4300-0003	323.67	
P19-00995	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Hayes - Supplies	01-4300-0003	32.46	
			Total Location	26,092.54	
Location Charter Academy For Fine Arts (42)					
P18-04424	Herff Jones of Northern CA	Gown Rental	01-9510-0000	2,265.69	
P19-00650	TROXELL COMMUNICATIONS INC	Portable Sound System	09-4410-1100	1,470.04	

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Board Report with Fund-Object-Resource by
Location

Includes Purchase Orders dated 08/01/2018 - 09/01/2018

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Charter Academy For Fine Arts (42) (continued)				
P19-00655	Homecourt Publishers, LLC	PBL Project Renewal	09-5310-0000	399.00
P19-00656	AMAZON.COM	Supplies - Dance	09-4300-0000	80.76
P19-00676	WESTERN ASSOC OF SCHOOLS	Membership-WASC	09-5310-0000	1,020.00
P19-00709	Follett School Solutions, Inc.	Textbooks - Yocum	09-4100-0000	587.47
P19-00725	AMAZON.COM	Supplies - Band	09-4300-0000	754.72
P19-00735	J's Party Rentals & Decor	Chair Rental-Orientation	09-5630-0000	125.00
P19-00763	Rebecca L Sumahit	Marital Arts Instruction	09-5801-0000	30,062.50
P19-00764	JOHN PIMENTEL	Technology Support	09-5801-0000	12,000.00
P19-00765	Richard Valentini	Math Support	09-5801-0004	8,960.00
P19-00767	CDW-G COMPUTER CENTER	Adobe Creative Cloud	09-5801-0000	2,478.00
P19-00781	AMAZON.COM	Supplies - English	09-4300-0000	524.28
P19-00792	J.W. PEPPER & SON, INC	Sheet Music-Musical Theater	09-4300-0000	19.22
P19-00793	TROXELL COMMUNICATIONS INC	Portable Projector and Case	09-4410-0000	694.97
P19-00794	AMAZON.COM	Laptop Battery	09-4300-0000	47.26
P19-00872	North American Technical Svcs	Maintenance/MCAA	09-6240-0004	1,200.00
P19-00885	CJSF REGISTRAR CSF/CJSF CENTRAL OFFICE	CJSF Membership Dues	09-5310-0000	65.00
P19-00886	CJSF REGISTRAR CSF/CJSF CENTRAL OFFICE	CSF Membership Dues	09-5310-0000	115.00
P19-00891	AMAZON.COM	Supplies - Photo	09-4300-1100	110.39
P19-00893	AMAZON.COM	Supplies - Dance	09-4300-0000	73.52
P19-00904	AMAZON.COM	Supplies - Dance	09-4300-0000	30.20
P19-00910	AMAZON.COM	English Supplemental Books	09-4300-1100	411.31
P19-00911	AMAZON.COM	Spanish Supplemental Books	09-4100-0000	139.57
P19-00912	CENGAGE LEARNING	Textbooks - Math	09-4100-0004	4,078.74
Total Location				67,712.64
Location Child Development (51)				
P19-00616	AT&T	Child Development Ad	12-5890-6105	1,548.00
P19-00617	AMAZON.COM	Pam Barnhill Supplies	01-4300-9041	35.66
P19-00819	Tahoe Pure	CHILD DEV/WATER SERVICE 2018-19	12-4300-6105	162.50
			12-5801-6105	137.50
P19-00888	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Arboga Preschool Supplies Rm A Maribel Garcia	12-4300-6105	64.91

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P19-00890	KAPLAN SCHOOL SUPPLY	YF PRE Supplies Rhonda Lococo	12-4300-6105	454.13
P19-00892	DEPT OF SOCIAL SERVICES COM.CARE LIC/LIC.FEE CLERK	Child Development	12-5801-6105	3,267.00
P19-00894	Juliana Roura Ganitoen	Workshops	12-5801-6105	700.00
P19-00909	AMAZON.COM	KWoods	12-4300-6105	216.50
P19-00958	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch Preschool Supplies Carmen Mota	12-4300-6105	108.20
P19-00959	DISCOUNT SCHOOL SUPPLY	Kynoch Pre QRIS Supplies Carmen Mota	12-4300-6127	67.10
			12-4410-6127	508.77
P19-00962	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	YF PRE QRIS Rhonda Lococo	12-4300-6127	689.55
P19-00984	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda PRE Supplies Rm 302 Linda Duenas	12-4300-6105	366.97
P19-00985	ABRAMS & COMPANY PUBLISHERS,	Covillaud Pre Supplies Rm C Becky D'Agostini	12-4300-6105	59.42
P19-00987	AMAZON.COM	Covillaud Pre Rm C Supplies Becky D'Agostini	12-4300-6105	75.75
P19-00990	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch Pre Supplies - Carmen Mota	12-4300-6105	75.67
P19-00991	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Covillaud Pre Supplies - Rm C Jackie Midthun	12-4300-6105	75.76
P19-00992	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cedar Lane Pre - Dao Scott	12-4300-6127	48.70
P19-00993	KAPLAN SCHOOL SUPPLY	Cedar Lane Pre - Dao Scott	12-4300-6127	618.97
P19-01020	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cedar Lane SR Veronica Lepe	12-4410-6105	540.17
P19-01028	SCANTRON	KWoods Scantron Supplies	12-4300-6105	859.43
		Total Location		10,680.66
Location Community Day School (54)				
P19-00636	OFFICE DEPOT B S D	MCDS Classroom Supplies	01-4300-0003	2,750.00
P19-00673	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Shirts for School Spirit Day	01-4300-1100	1,704.36
P19-00718	WAL-MART COMMUNITY BRC	MCDS - SPECIAL ED. SUPPLIES	01-4300-6500	200.00
P19-00828	FISHER SCIENTIFIC	Science Materials	01-4300-3010	6,006.92
			01-4410-3010	921.10
		Total Location		11,582.38
Location Cordua Elementary (07)				
P19-00802	OFFICE DEPOT B S D	Classroom Supplies - Categorical	01-4300-0003	3,500.00
P19-00842	Waterford Research Institute	CORDUA TARGETED	01-5801-0003	1,875.00
P19-00936	AMAZON.COM	CORDUA CUSTODIAL	01-4320-0000	54.11
		Total Location		5,429.11

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Covillaud Elementary (09)				
P19-00702	OFFICE DEPOT B S D	COV - Open PO Toner 5299	01-4300-0003	5,000.00
P19-00703	OFFICE DEPOT B S D	COV - Open PO - Classroom supplies 5299	01-4300-0003	2,500.00
P19-00814	CURRICULUM ASSOCIATES	Quick Word Handbooks	01-4300-0003	170.17
P19-00918	SOLUTION TREE	COV PLC GLOBAL PD360 SUBSCRIPTION	01-5801-0003	2,248.75
Total Location				9,918.92
Location Custodial Supervisor (206)				
P19-00903	HILLYARD - SACRAMENTO	Custodial/stock	01-4320-0000	284.35
Location Dobbins Elementary (11)				
P19-00935	MUSICIAN'S FRIEND	Music Supplies for Richard Gray	01-4300-0004	184.03
P19-00988	OFFICE DEPOT B S D	Classroom Supplies	01-4300-1100	1,500.00
Total Location				1,684.03
Location Edgewater Elementary (12)				
P19-00677	CDW-G COMPUTER CENTER	Laptop & Admin CPU	01-4410-1100	2,030.05
P19-00679	OFFICE DEPOT B S D	Admin Supplies	01-4300-1100	1,500.00
P19-00680	OFFICE DEPOT B S D	Classroom Supplies	01-4300-1100	2,000.00
P19-00681	REALLY GOOD STUFF	Dueñas RSP	01-4300-0003	196.52
P19-00682	OFFICE DEPOT B S D	Dueñas RSP Classroom Supplies	01-4300-0004	402.08
P19-00683	AMAZON.COM	First Grade Team Supplies	01-4300-0003	796.22
P19-00684	OFFICE DEPOT B S D	First Grade Team Classroom Supplies	01-4300-0003	109.77
P19-00701	Raptor Technologies, LLC	Raptor Equipment	01-4300-1100	1,060.70
P19-00726	AMAZON.COM	Admin Supplies	01-4300-1100	35.70
P19-00810	CURRICULUM ASSOCIATES	Writing Books	01-4300-0003	61.69
P19-00815	REALLY GOOD STUFF	Folders / Wellman	01-4300-0003	69.81
P19-00817	AMAZON.COM	Classroom Supplies / Denton 4th Grade	01-4300-0003	9.19
P19-00818	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Erasers / Dueñas	01-4300-0003	48.68
P19-01009	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Soto Kindergarten	01-4300-0003	623.36
P19-01010	AMAZON.COM	Classroom Supplies / Tejada 4th Grade	01-4300-0003	18.38
P19-01018	IXL SUBSCRIPTIONS DEPARTMENT	Edgewater School	01-5801-0003	3,696.00
Total Location				12,658.15

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Ella Elementary (13)				
P19-00645	HOME DEPOT	Home Depot	01-4300-1100	150.00
P19-00653	WAL-MART COMMUNITY BRC	Ice Cream Social	01-4300-1100	500.00
P19-00659	PIZZA ROUNDUP	Back to School Staff Lunch	01-4300-1100	494.27
P19-00660	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	Classroom Paint	01-4300-1100	150.00
P19-00820	SPELLING CITY	Spelling City	01-5801-3010	1,020.00
P19-00821	STARFALL	Starfall	01-5801-3010	270.00
P19-00831	OFFICE DEPOT B S D	Office Depot	01-4300-0003	7,000.00
P19-00832	Teacher Synergy, Inc. Purchase Order Dept.	classroom supplies	01-4300-0003	44.64
P19-00841	SCHOLASTIC LIBRARY PUBLISHING	Magazine 18-19 SY	01-4300-3010	145.20
P19-00899	SUTTER BUTTES COMMUNICATIONS	2-way radios	01-4300-1100	322.69
P19-01027	OFFICE DEPOT B S D	Envelopes	01-4300-1100	26.09
P19-01049	WAL-MART COMMUNITY BRC	Parent Participation	01-4300-1100	400.00
Total Location				10,522.89
Location Foothill Intermediate (35)				
P19-00665	OFFICE DEPOT B S D	Classroom Open PO	01-4300-1100	1,500.00
P19-00666	OFFICE DEPOT B S D	Classroom Open PO	01-4300-0003	1,000.00
P19-00671	SCHOOL MATE	Student Planners	01-4300-0003	780.55
P19-00694	OLIVER WORLDCLASS LABS	Smartboard	01-4410-3010	1,907.91
P19-00695	TROXELL COMMUNICATIONS INC	Aver Doc Camera	01-4300-3010	241.40
P19-00704	AMAZON.COM	Roz - Cords	01-4300-3010	32.41
P19-00734	CDW-G COMPUTER CENTER	Projectors	01-4410-3010	931.39
P19-00808	AMAZON.COM	Classroom Supplies	01-4300-3010	163.26
P19-00875	CharacterStrong, LLC	FHS - Leeper - Character Strong	01-5801-3010	1,081.42
P19-00898	SCHOLASTIC	FHS - Linda Streng	01-4300-3010	259.73
P19-00926	J.W. PEPPER & SON, INC	Band	01-4300-0004	547.99
P19-00930	SUTTER COUNTY SCHOOLS	Shady Creek	01-5890-9010	8,125.00
P19-01029	Custom Lanyards 4 All	FHS - Leadership Lanyards	01-4300-1100	116.91
Total Location				16,687.97
Location Grounds (65)				
P19-00799	BARROW'S LANDSCAPING	Grounds - Edgewater	01-5801-0000	375.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Grounds (65) (continued)					
P19-00919	Applied Landscape Materials	Maint. Landscaping at Edgewater	01-4300-0000	435.68	
			01-4300-1100	435.67	
P19-00920	LINDA FIRE PROTECTION DISTRICT	GROUNDS/WEED ABATEMENT	01-5801-0000	1,800.00	
P19-00946	Applied Landscape Materials	Maintenance - Ella Landscaping	01-4300-0000	1,524.87	
			01-4300-8150	1,524.86	
Total Location				6,096.08	
Location Indian Education (108)					
P18-04426	MYERS-STEVENSON & CO INC	Effie Yeaw Nature Museum June 22, 2018	01-9510-4511	57.75	
P18-04427	MYERS-STEVENSON & CO INC	DQ University Family Summer Camp 2018	01-9510-4511	192.50	
P19-00748	NOT JUST A T-SHIRT, LLC	AFTER SCHOOL PROGRAM	01-4300-4510	1,000.00	
P19-00749	Tahoe Pure	Bottled Water	01-4300-4510	100.00	
P19-00803	APPEAL DEMOCRAT	Open PO - Public Hearings and other Advertising	01-5890-4510	500.00	
P19-00804	THE HIDE & LEATHER HOUSE, INC	NATIVE PEOPLE HISTORY DAY	01-4300-4510	1,000.00	
P19-00805	THE ROCK YARD	NATIVE GARDEN	01-4300-4510	75.00	
Total Location				2,925.25	
Location Instruction (IMC) (110)					
P19-00654	OFFICE DEPOT B S D	Office supplies	01-4300-0000	96.67	
P19-00699	WALKER'S OFFICE SUPPLIES	Desk for Testing Office	01-4410-0000	879.20	
P19-00719	University Enterprises, Inc. Office of Water Programs	NGSS Summer Science PD	01-5100-4035	10,622.00	
			01-5801-4035	25,000.00	
P19-00770	TROXELL COMMUNICATIONS INC	Headsets	01-4300-0000	1,829.43	
P19-00833	OFFICE DEPOT B S D	Office supplies	01-4300-0000	194.56	
P19-00840	Houghton Mifflin Harcourt	GoMath TE's for the DO	01-4100-6300	614.13	
P19-00882	AMAZON.COM	8th Grade Science Texts	01-4100-6300	1,323.22	
P19-00915	ULINE.COM	Platform Trucks	01-4410-0000	1,312.69	
P19-01015	ROSEANN VANDERAA	Testing Consultant/Roseann VanDerAa	01-5801-0000	6,336.00	
P19-01016	ROSEANN VANDERAA	ELPAC Testing Consultant/Roseann Vanderaa	01-5801-0000	15,279.00	
P19-01032	PARENT INSTITUTE FOR QUALITY EDUCATION	PIQE Parent Leadership	01-5801-4203	15,500.00	
Total Location				78,986.90	
Location Johnson Park Elementary (15)					

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Johnson Park Elementary (15)				
P19-00675	REALLY GOOD STUFF	Graham supplies	01-4300-0003	230.55
P19-00714	COSTA VIDA	Staff Lunch	01-4300-1100	487.61
P19-00715	OFFICE DEPOT B S D	Office Supplies	01-4300-1100	500.00
P19-00720	WAL-MART COMMUNITY BRC	Office Supplies	01-4300-1100	300.00
P19-00874	AMAZON.COM	Cables	01-4300-0003	17.22
P19-00889	SCHOLASTIC MAGAZINES	Classroom subscription	01-4300-0003	378.02
Total Location				1,913.40
Location Kynoch Elementary (17)				
P19-00619	AMAZON.COM	Boombbox - Malak	01-4300-0003	35.18
P19-00751	RISO PRODUCTS OF SACRAMENTO	SUPPLIES	01-4300-0003	1,393.95
P19-00834	AMAZON.COM	Ear Buds	01-4300-0003	376.65
P19-00873	TOLEDO PHYSICAL ED SUPPLY	PE Supplies	01-4300-1100	140.55
P19-00902	AMAZON.COM	VGA Adapter	01-4300-3010	129.87
P19-00906	AMAZON.COM	Radio Earpieces	01-4300-1100	171.04
P19-00907	AMAZON.COM	SPEAKERS	01-4300-3010	35.71
P19-00961	TROXELL COMMUNICATIONS INC	30 unit Chromebook Carts	01-4410-3010	2,801.51
P19-00969	McGraw-Hill School Education	RM 37, WONDERS SOUND CARDS	01-4300-3010	308.49
P19-00986	AMAZON.COM	RM 35 SUPPLIES FOR CLASS	01-4300-0003	81.05
P19-01011	SCHOLASTIC	Magazine Subscriptions	01-4300-3010	88.33
P19-01012	SCHOLASTIC	Magazine Subscriptions Room 7	01-4300-3010	79.47
P19-01013	SCHOLASTIC	Magazine Subscription Room 14	01-4300-3010	151.25
P19-01014	SCHOLASTIC	Magazine Subscription Room 20	01-4300-3010	152.38
P19-01019	AMAZON.COM	Radio Earpieces	01-4300-1100	85.52
P19-01025	AMAZON.COM	Hula Hoops and ball carts	01-4300-1100	615.51
P19-01026	HANDWRITING WITHOUT TEARS	Handwriting Workbooks	01-4300-0003	270.63
Total Location				6,917.09
Location Linda Elementary (19)				
P19-00877	ACP DIRECT	Headphones	01-4300-0003	736.91
P19-01035	AMAZON.COM	Classroom books	01-4300-0003	103.75
P19-01036	STUDIES WEEKLY, INC	5th grade magazine	01-4300-0003	803.25

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43)				Total Location 1,643.91
P19-00615	Sysco Sacramento, Inc.	Culinary Supplies	01-4410-0003	689.29
P19-00658	FOODMAXX	Supplies	01-4300-0000	500.00
P19-00713	AMAZON.COM	Classroom Supplies/Rodriguez	01-4300-6500	331.03
P19-00721	WESTERN ASSOC OF SCHOOLS	WASC	01-5310-0000	1,020.00
P19-00724	AMAZON.COM	Technology Supplies	01-4300-0003	505.85
P19-00737	PERFECTION LEARNING	Classroom Supplies/Priddy	01-4200-0004	560.21
P19-00739	AMAZON.COM	Office Supplies	01-4300-0000	70.62
P19-00772	APPLE COMPUTER INC	iMac LHS athletic trainer	01-4410-0004	1,141.54
P19-00829	AMAZON.COM	Classroom Supplies/Spangler	01-4300-0004	323.51
P19-00838	Taqueria El Taco Naco	Staff Meeting	01-4300-0000	550.00
P19-00844	Agile Sports Technologies DBA Hudl	Football Software	01-5801-0000	999.00
P19-00853	RISO PRODUCTS OF SACRAMENTO	Riso Replacement	01-4410-0003	804.38
P19-00854	TRACTOR SUPPLY COMPANY	Classroom Supplies/Ag	01-4300-0004	400.00
			01-4300-7010	250.00
P19-00856	VALLEY TRUCK & TRACTOR CO	Classroom Supplies/Ag	01-4300-7010	125.00
P19-00857	NATIONAL FFA CENTER	Classroom Supplies/Ag	01-4300-7010	300.00
P19-00858	CALIFORNIA ASSN FFA	Classroom Supplies/Ag	01-4300-7010	750.00
P19-00859	HARBOR FREIGHT TOOLS	Classroom Supplies/Ag	01-4300-0004	1,500.00
P19-00860	SUTTER ORCHARD SUPPLY	Classroom Supplies/Ag	01-4300-7010	1,000.00
P19-00862	PRECISION 1 SCREENPRINTING AND EMBROIDERY	Staff Shirts	01-4300-0000	1,114.98
P19-00863	TRACTOR SUPPLY COMPANY	Athletic Supplies	01-4300-0000	700.00
P19-00876	HOME DEPOT	Classroom Supplies/Ag	01-4300-0004	600.00
P19-00879	Alert Services, Inc.	LHS Athletic Trainer Taping Table	01-4410-0004	4,398.04
P19-00887	AMAZON.COM	Classroom Supplies/Levitt	01-4300-0004	7.23
P19-00897	Follett School Solutions, Inc.	Library Barcodes	01-4300-0000	469.65
P19-00933	STEM Fuse, LLC	2018-19 License - Game It Curriculum	01-5801-0004	1,499.00
P19-00941	NEFF COMPANY	Table Covers	01-4300-0000	633.26
P19-00960	WOODWIND AND BRASSWIND	Classroom Supplies/Sleigh	01-4300-0004	141.92

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P19-00964	AMAZON.COM	Classroom Supplies/Foster	01-4300-0003	325.22
P19-00967	AMAZON.COM	Classroom Supplies/Ehrke	01-4300-0000	57.35
P19-00974	FLORA FRESH, INC.	Classroom Supplies/Smith	01-4300-0004	1,000.00
			01-4300-7010	325.00
P19-01005	AMAZON.COM	Lanyards	01-4300-0000	32.42
P19-01021	TROXELL COMMUNICATIONS INC	Media Tech Supplies / CTE/Perkins	01-4300-0004	563.99
			01-4300-3550	563.98
P19-01022	TROXELL COMMUNICATIONS INC	Media Tech Software / Perkins	01-5801-3550	995.00
P19-01023	TROXELL COMMUNICATIONS INC	Media Tech Supplies / CTA	01-4300-0004	3,143.36
P19-01024	SUTTER BUTTES COMMUNICATIONS	LHS Radios	01-4300-6690	2,061.70
		Total Location		30,452.53
Location Loma Rica Elementary (21)				
P19-00664	OFFICE DEPOT B S D	Classroom Supplies	01-4300-0003	900.00
P19-00687	OFFICE DEPOT B S D	18-19 Open PO for Classroom Supplies	01-4300-1100	700.00
P19-00706	AMAZON.COM	Office Supplies	01-4300-1100	119.06
P19-00895	AMAZON.COM	Wireless Headset	01-4300-1100	266.22
		Total Location		1,985.28
Location Maintenance (63)				
P19-00685	RICK BROWN'S PROPANE	Propane	01-4300-8150	29.73
P19-00738	RUSSELL SIGLER, INC.	Maintenance - MHS	01-4300-8150	1,070.02
P19-00742	Carpet II Inc. DBA Premier Floors	Maint. - McKenney Carpet Tiles (Rm. #8)	01-5642-8150	4,499.29
P19-00746	Carrier Corporation	Maint. - BacNet Cards - MHS Science Bldg	01-5642-8150	3,912.00
P19-00747	CULLIGAN	Maint. - Tank Exchange MHS/LHS	01-5801-8150	1,583.50
P19-00783	NATIONAL ANALYTICAL LABORATORIES, INC.	Maint. - Inspections Various Schools	01-5801-8150	7,950.00
P19-00797	H. MILLER TRUCKING	Maint. - Bus Garage Paving	01-6170-8150	2,966.25
P19-00798	Anrak Corporation	Maint. - Bus Garage Asphalt	01-6170-8150	4,750.00
P19-00800	YUBA COUNTY COMMUNITY DEVELOP. DEPT.	MAINTENANCE/2018-2019	01-5890-8150	3,505.95
P19-00801	RUSSELL SIGLER, INC.	MAINTENANCE/2018-2019	01-4300-8150	5,000.00
P19-00932	VERIZON WIRELESS	Samsung Galaxy Note9 Travis Barnett	01-4410-8150	853.11
P19-00947	MJB WELDING SUPPLY	Maintenance - Saw Blade	01-4300-8150	91.27

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Maintenance (63) (continued)				
P19-00948	DEPARTMENT OF TOXIC SUBSTANCES CONTROL/ACCOUNTING	Maint - EPA ID & Manifest Fees	01-5890-8150	507.50
P19-00949	THRIFTY-ROOTER-PUMPING	Maint. - Clean Sewer	01-5801-8150	401.50
P19-00950	KONE Inc.	Maint. - Elevator	01-5801-8150	743.84
P19-00951	GOLDEN BEAR ALARMS	Maint. - Covillaud & Linda Alarm	01-5801-8150	90.00
P19-00952	FEDERAL EXPRESS CORP	Maint. Open PO 18-19	01-5910-8150	100.00
P19-00953	Carpet II Inc. DBA Premier Floors	Maint - Office Carpet	01-5642-8150	3,033.35
P19-00977	AMAZON.COM	Maint. - Supplies For Travis	01-4300-8150	202.38
P19-00979	STILES TRUCK BODY & EQUIPMENT, INC	Maint. - MHall Lock & Key	01-4300-8150	157.89
P19-00980	AMAZON.COM	Maint. - A Hernandez	01-4300-8150	68.19
P19-01017	BARROW'S LANDSCAPING	Maintenance/Ella Landscape	01-5801-0000	4,765.00
P19-01030	Nordic Industries, Inc.	Maint. - Dobbins School	01-4300-8150	93.44
P19-01041	W.V. ALTON, INC.	Maintenance/E.Rennard	01-5801-8150	63.33
P19-01042	AMERICAN CHILLER SERVICE INC	Maintenance/LHS Chiller	01-5801-8150	3,298.66
P19-01043	John Burger Heating & Air Conditioning, Inc.	Maintenance/McKenney/Room 17/TVerrier	01-5642-8150	6,650.00
P19-01044	John Burger Heating & Air Conditioning, Inc.	Maintenance/LHS Grounds Shop	01-5642-8150	9,275.00
Total Location				65,661.20
Location Marysville High (45)				
P19-00640	Kustom Imprints	PBIS Shirts	01-4300-0004	453.40
P19-00642	McGraw-Hill/ALEKS	MHS/ALEKS	01-5801-3010	2,762.50
P19-00644	AMAZON.COM	ID Badge Holders	01-4300-0000	25.97
P19-00733	ACCREDITING COMMISSION FOR SCHOOLS	WASC Membership Fee	01-5310-0000	1,020.00
P19-00771	APPLE COMPUTER INC	iMac MHS athletic trainer	01-4410-0004	1,141.54
P19-00778	HOME DEPOT	Fridge for athletic trainer	01-4300-0004	263.06
P19-00811	CAROLINA BIOLOGICAL SUPPLY CO	Science Supplies	01-4300-0003	2,040.24
P19-00824	K-12 TEXTBOOKS	Biology Textbooks	01-4100-0004	3,308.64
P19-00825	AMAZON.COM	Biology Textbooks	01-4100-0004	145.74
P19-00835	VERIZON WIRELESS	iPad 6th Gen MHS Athletic Trainer (NEW LINE)	01-4410-0004	411.19
P19-00846	ALPHA CERAMIC SUPPLIES, INC.	Ceramics Materials	01-4300-0004	2,942.24
P19-00867	MyParkingPermit.com	Parking Permits	01-4300-0000	373.74
P19-00869	THE LIBRARY STORE	Label Protectors	01-4300-0004	682.51

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Marysville High (45) (continued)					
P19-00878	Alert Services, Inc.	MHS Athletic Trainer Taping Table	01-4410-0004	4,398.04	
P19-00900	SCHOOL SPECIALTY	Office Chair / Samson	01-4300-0000	348.02	
P19-00913	SUTTER BUTTES COMMUNICATIONS	2-way radios	01-4300-0000	968.06	
P19-00921	AMAZON.COM	Speakers	01-4300-0004	194.83	
P19-00934	VERIZON WIRELESS	iPad 6th Gen LHS Athletic Trainer (NEW LINE)	01-4410-0004	461.19	
P19-00937	THE TREE HOUSE	Ink/Khan	01-4300-0004	757.05	
P19-00957	INTERQUEST DETECTION CANINES OF NORTH VALLEY COUNTIE	Interquest Detection Canines	01-5801-6690	3,500.00	
P19-00965	AMAZON.COM	Book	01-4300-3010	11.90	
P19-00973	AMAZON.COM	Phone Cable	01-4300-0000	11.90	
P19-00983	POSTMASTER	Postal Stamps	01-4300-0004	100.00	
P19-00989	Houghton Mifflin Harcourt	GR7 Go Math for MHS	01-4200-0003	397.71	
P19-01003	CONTINENTAL ATHLETIC SUPPLY	Football Helmets	01-5801-0004	5,844.68	
P19-01037	CENGAGE LEARNING	MHS Ag Textbooks	01-4100-9023	24,319.45	
P19-01038	TRACTOR SUPPLY COMPANY	Athletic Training Supplies	01-4300-0000	500.00	
Total Location				57,383.60	
Location McKenney Intermediate (37)					
P19-00591	TROXELL COMMUNICATIONS INC	Elmos	01-4410-3010	2,433.46	
P19-00705	OFFICE DEPOT B S D	Admin 1009 Open PO	01-4300-1100	4,000.00	
P19-00758	SCHOLASTIC LIBRARY PUBLISHING	CAMPBELL	01-4300-1100	398.57	
P19-00759	SCHOLASTIC LIBRARY PUBLISHING	MARTINEZ	01-4300-1100	387.51	
P19-00813	PETER HALL'S INSTRUMENT REPAIR	INSTRUMENT REPAIR - open PO	01-5641-0004	1,500.00	
P19-00816	AMAZON.COM	Markers and Crayons / MALIK	01-4300-1100	53.40	
P19-00861	AMAZON.COM	Office Supplies	01-4300-1100	75.73	
P19-00880	WAL-MART COMMUNITY BRC	Office Supplies	01-4300-1100	500.00	
P19-00940	ABC SCHOOL EQUIPMENT	Whiteboards	01-4300-3010	665.00	
P19-01001	FLINN SCIENTIFIC INC	Science Supplies	01-4300-0003	1,494.85	
Total Location				11,508.52	
Location Nutrition Services (73)					
P18-04425	APPEAL DEMOCRAT	RFP Notification	13-9510-5310	564.60	
P19-00626	LA TAPATIA TORTILLERIA, INC	Open PO for Tortilla Products 18/19 SY	13-4717-5310	10,000.00	
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.				ESCAPE	ONLINE
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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Nutrition Services (73) (continued)					
P19-00627	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	994.00	
P19-00628	Trade Supplies, Inc.	Direct Order for Warehouse Inventory	13-9326-5310	3,166.53	
P19-00630	Bimbo Bakeries USA, Inc.	Open PO for Bread Products 18/19 SY	13-4717-5310	71,000.00	
P19-00633	NATIONAL FOOD GROUP	Direct Order for Warehouse Inventory	13-9325-5310	4,521.50	
P19-00647	Sysco Sacramento, Inc.	Open PO for Grocery & Non Food 18/19 SY	13-4313-5310	9,000.00	
			13-4717-5310	36,000.00	
P19-00648	DANIELSEN COMPANY	Open PO for Grocery & Non Food 18/19 SY	13-4313-5310	39,000.00	
			13-4717-5310	495,000.00	
P19-00649	PRO PACIFIC FRESH	Open PO for Grocery 18/19 SY	13-4717-5310	122,000.00	
P19-00691	Sysco Sacramento, Inc.	Smallwares supplies, Whs Inventory & Distribution	13-4300-5310	2,502.72	
			13-9326-5310	994.29	
P19-00754	LAND O'LAKES, INC	Direct Order for Warehouse Inventory	13-9325-5310	4,808.66	
P19-00760	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	994.00	
P19-00761	Tek Visions	JPE POS Cart	13-4300-5310	400.81	
P19-00762	Tasty Brands	Direct Order for Warehouse Inventory	13-9325-5310	16,087.00	
P19-00784	Stott Outdoor Advertising	SFSP - Bus Bench Signage	13-5890-5380	5,080.00	
P19-00847	GOODMAN FOODS	Direct Order for Warehouse Inventory	13-9325-5310	8,822.30	
P19-00848	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	512.25	
			13-9326-5310	2,984.86	
P19-00849	Tek Visions	POS Stations BV, EDG +3	13-4410-5310	5,410.44	
P19-00850	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Unadvertised Offering	13-9325-5310	132.60	
P19-00851	AMAZON.COM	Replacement Igloo Spouts	13-4300-5310	20.24	
P19-00852	EMS-ISITE	Banners (25)	13-4300-5310	2,473.56	
P19-00923	The Hillshire Brands Co.	Direct Order for Warehouse Inventory	13-9325-5310	6,590.40	
P19-00924	Crown Distributing	Direct Order for Warehouse Inventory	13-9326-5310	5,655.96	
P19-00925	HEARTLAND AMERICA	Annual NutriKids Support	13-5801-5310	8,892.00	
P19-00928	Sysco Sacramento, Inc.	MHS	13-9325-5310	22.57	
P19-00929	WAWONA FROZEN FOODS	Direct Order for Warehouse Inventory	13-9325-5310	2,289.60	
P19-00954	INTEGRATED FOOD SERVICES	Direct Order for Warehouse Inventory	13-9325-5310	9,524.16	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Nutrition Services (73) (continued)					
P19-00955	LAND O'LAKES, INC	Direct Order for Warehouse Inventory	13-9325-5310	4,777.98	
P19-00956	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	SNP Allocation B del 10/1/18-11/30/18	13-4716-5310	755.25	
			13-9325-5310	1,539.00	
P19-01000	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	568.00	
P19-01045	WILD RIVER MARKETING	Open PO for Produce 18/19 School Year	13-4716-5310	52,000.00	
P19-01046	CULTURE SHOCK YOGURT	Open PO for Yogurt for 18/19 School Year	13-4717-5310	4,000.00	
P19-01047	COMMERCIAL APPLIANCE	Open PO for Kitchen Equip Repair 18/19 School Year	13-5641-5310	18,000.00	
P19-01048	W.V. ALTON, INC.	Open PO for Kitchen Equip Repair 18/19 School Year	13-5641-5310	30,000.00	
Total Location				987,085.28	
Location Olivehurst Elementary (25)					
P19-00614	AMAZON.COM	Classroom Supplies	01-4300-0003	3,027.04	
P19-00643	REALLY GOOD STUFF	Reading Strips	01-4300-0003	43.24	
P19-00667	WAL-MART COMMUNITY BRC	Admin Supplies	01-4300-1100	2,000.00	
P19-00668	OFFICE DEPOT B S D	Admin Supplies	01-4300-1100	3,000.00	
P19-00931	School Furniture 4 Less	Tables and Chairs	01-4300-1100	2,448.29	
Total Location				10,518.57	
Location Print Shop (67)					
P19-00620	AMAZON.COM	Backdrop Stand	01-4300-0000	38.42	
P19-00623	INLAND BUSINESS SYSTEMS	Replacement Equipment	01-6500-0000	50,364.40	
P19-00657	JUST TAPES	Box Sealing Tape	01-4300-0000	462.61	
Total Location				50,865.43	
Location Pupil Services (202)					
P19-00651	AMAZON.COM	CPR Training supplies	01-4300-0000	23.43	
P19-00868	NWN CORPORATION	HP M402dne Printer	01-4300-0000	176.65	
P19-00998	GOVCONNECTION, INC.	Bluetooth Headsets	01-4300-0000	835.90	
P19-01004	EATON INTERPRETING SERVICES	Sign Language Interpreting	01-5801-6500	3,500.00	
P19-01034	Stott Outdoor Advertising	Dental Van Advertising	01-5801-9014	6,360.00	
Total Location				10,895.98	
Location Purchasing (104)					
P19-00639	THE TREE HOUSE	Toner for printers	01-4300-0000	704.63	

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Purchasing (104) (continued)				
P19-00669	PITNEY BOWES SUPPLIES OPERATIONS	Mailroom Supplies	01-4300-0000	332.74
P19-00773	MEDCO SUPPLY COMPANY	MHS and LHS Athletic Trainer Supplies	01-4300-0004	7,411.46
P19-00774	MEDCO SUPPLY COMPANY	MHS and LHS Athletic Trainer Supplies	01-4410-0004	4,137.32
P19-00775	Evodesk	MHS and LHS Athletic Trainers Supplies	01-4410-0004	2,711.01
P19-00776	AMAZON.COM	MHS and LHS Athletic Trainers Supplies	01-4300-0004	278.09
P19-00777	DiPietro & Associates, Inc.	MHS and LHS Athletic Trainer AED Units	01-4410-0004	7,021.10
P19-00779	Rogue Fitness	MHS and LHS athletic trainer supplies	01-4300-0004	8,801.59
P19-00780	Rogue Fitness	MHS and LHS athletic trainers supplies	01-4410-0004	1,513.34
P19-00795	AMAZON.COM	Office Supplies: Chair Mat	01-4300-0000	43.43
P19-00826	TRX Training	MHS and LHS Athletic Trainers Supplies	01-4300-0004	1,099.76
Total Location				34,054.47
Location South Lindhurst (47)				
P19-00641	AMAZON.COM	Engagement by Design Books	01-4300-0003	278.50
P19-00652	Ascend Education	Ascend Math	01-5801-0003	1,600.00
P19-00670	ACCREDITING COMMISSION FOR SCHOOLS	WASC	01-5310-0000	1,020.00
P19-00672	WAL-MART COMMUNITY BRC	Admin. Supplies	01-4300-1100	2,000.00
P19-00692	OFFICE DEPOT B S D	SLHS Admin.	01-4300-1100	2,000.00
P19-00710	AMAZON.COM	Stress balls for counseling	01-4300-1100	28.08
P19-00723	Resources for Educators	Parent Involvement Newsletters	01-4300-3010	383.21
P19-00757	Edmentum	Edmentum - Online Courses License Renewal	01-5801-0003	4,180.00
P19-00807	SUTTER CO. SUPT. OF SCHOOLS ATT MICHELLE MIRELES	MOU/Sutter County	01-5801-7338	4,050.00
P19-00837	AMAZON.COM	Books	01-4300-1100	99.48
P19-00843	HUST BROTHERS INC	Helium	01-5630-1100	400.00
P19-00871	Tahoe Pure	Bottled Water	01-4300-1100	250.00
			01-5630-1100	77.00
P19-00881	AMAZON.COM	Display Board for Presentations	01-4410-1100	616.19
P19-00982	LOWE'S HOME IMPROVEMENT COMMERCIAL CHARGE ACCOUNT	SLHS - Supplies	01-4300-1100	1,000.00
Total Location				17,982.46
Location Student Discipline/Attendance (109)				
P19-00646	SCHOOL SPECIALTY	Lateral File	01-4410-0000	1,272.75

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Location

Includes Purchase Orders dated 08/01/2018 - 09/01/2018

Board Meeting Date September 11, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Student Discipline/Attendance (109) (continued)				
P19-00788	WAL-MART COMMUNITY BRC	Walmart PO	01-4300-0000	500.00
P19-00855	New Management, Inc.	LOCK BLOCKS	01-4300-0000	937.72
P19-00996	OFFICE DEPOT B S D	OFFICE DEPOT SUPPLIES	01-4300-0000	1,000.00
P19-00997	SUTTER BUTTES COMMUNICATIONS	EAR PIECES FOR MHS	01-4300-0000	661.50
Total Location				4,371.97
Location Technology (102)				
P19-00618	AMAZON.COM	Board Room Adapters	01-4300-0000	35.70
P19-00717	Amplified IT, LLC	Amplified IT Collab	01-5310-0000	2,450.00
P19-00741	Amplified IT, LLC	Ruda Nelson Amplified Support Hours	01-5801-0000	2,250.00
P19-00743	AMS.NET	AMS Informacast Renewal Subscription	01-5801-0000	5,120.00
P19-00744	AMS.NET	AMS Informacast Mobile	01-5801-0000	5,725.00
P19-00745	Arey Jones Educational	LightSpeed 2018-19 Renewal	01-5801-0000	40,000.00
P19-01039	eSCHOOL SOLUTIONS	MAINT - PERSONNEL 18-19	01-5621-0000	6,534.58
Total Location				62,115.28
Location Transportation (69)				
P19-00612	Lakeview Energy Services	Annual Oil/Fluid/Lube 2018-19	01-4362-0230	15,800.00
P19-00613	Lakeview Energy Services	Green Diesel Fuel 2018-2019	01-4361-0230	10,000.00
P19-00621	Lakeview Energy Services	Annual Gas & Diesel 2018-19	01-4361-0230	430,000.00
P19-00624	CENTRAL DRUG SYSTEM, INC.	Transportation - Online Training	01-5801-0230	143.00
P19-00690	TWIN CITY TROPHIES	Name Plate - Transportation	01-4300-0230	20.00
P19-00722	CENTRAL DRUG SYSTEM, INC.	Transportation - Online Training	01-5801-0230	143.00
P19-00740	AMAZON.COM	Flat Free Hand Truck Tire	01-4300-0230	84.81
P19-00750	FEATHER RIVER AIR QUALITY	Revised Settlement	01-5890-0230	544.00
P19-00755	BEN TOILET RENTALS	18/19 Brownsville Fire Dept Portable Toilet	01-5630-0230	1,000.00
P19-00845	ZEE MEDICAL COMPANY	TRANSPORTATION	01-4300-0230	200.00
P19-00908	AMAZON.COM	Office Supplies: Chair Mat	01-4300-0230	58.34
P19-00963	SUTTER BUTTES COMMUNICATIONS	Radio & Install	01-4410-0230	809.71
Total Location				459,147.48
P19-01033	AMAZON.COM	Air compressor cover	01-4364-0230	44.62

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Location

Includes Purchase Orders dated 08/01/2018 - 09/01/2018				Board Meeting Date September 11, 2018	
PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount	
Location Warehouse (71)					
P19-00611	SAC VAL JANITORAL SALES & SERVICES, INC.	Whs Stock 18-19 SY	01-9320-0000	188.36	
P19-00943	RISO PRODUCTS OF SACRAMENTO	Warehouse Stock 2018-19 S.Y.	01-9320-0000	442.74	
P19-00944	SCHOOL SPECIALTY	WHS Stock 18-19 SY	01-9320-0000	179.91	
P19-00945	MOHINDER SPORT INC	Warehouse Stock 18-19 S.Y.	01-9320-0000	453.61	
Total Location				1,264.62	
Location Yuba Feather K-6 (29)					
P19-00823	OFFICE DEPOT B S D	Yuba Feather School - Instructional	01-4300-0003	1,600.00	
P19-00883	SCHOLASTIC MAGAZINES	Yuba Feather School	01-4300-0003	1,082.48	
Total Location				2,682.48	
Location Yuba Gardens Intermediate (39)					
P19-00686	ADVANCED DOCUMENT CONCEPTS	Copier	01-4450-0003	7,185.75	
P19-00688	AMAZON.COM	Classroom Materials - Cartright	01-4300-3010	167.37	
P19-00689	AMAZON.COM	Classroom Supplies - Bramer	01-4300-0003	347.50	
P19-00693	AMAZON.COM	DAHL/GATES	01-4300-0003	348.85	
P19-00696	OFFICE DEPOT B S D	OFFICE SUPPLIES	01-4300-1100	2,500.00	
P19-00697	AMAZON.COM	YLST/GATES	01-4300-0003	1,129.04	
P19-00698	WAL-MART COMMUNITY BRC	STAFF MEETINGS/PARENT MEETINGS	01-4300-1100	3,000.00	
P19-00700	AMAZON.COM	RISTER/YLST	01-4300-0003	534.77	
P19-00707	Nystrom Education	Atlas / Barlow	01-4300-3010	1,608.92	
P19-00711	TOLEDO PHYSICAL ED SUPPLY	PE Supplies - Triphan/Essary	01-4300-1100	483.95	
P19-00712	GREAT LAKES SPORTS	PE Supplies - Triphan/Essary	01-4300-1100	1,277.62	
P19-00736	AMAZON.COM	Desk	01-4300-1100	246.52	
P19-00752	School Datebooks	Student Planners	01-4300-0003	3,625.08	
P19-00753	Complete Book and Media Supply	Books / Crosby	01-4300-3010	3,550.07	
P19-00786	OFFICE DEPOT B S D	CLASSROOM SUPPLIES (Categorical)	01-4300-0003	2,000.00	
P19-00787	AMAZON.COM	YLST/GATES	01-4300-1100	1,222.02	
P19-00827	Pearson Education	ilit License	01-5801-3010	10,000.00	
P19-00836	AMAZON.COM	Composition Notebooks	01-4300-0003	1,623.43	
P19-00864	RISO PRODUCTS OF SACRAMENTO	YGS Riso Supplies	01-4300-0003	346.11	
P19-00865	GOPHER SPORT	PE Supplies/Triphan	01-4300-1100	675.04	

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Includes Purchase Orders dated 08/01/2018 - 09/01/2018

Board Meeting Date September 11, 2018

PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Yuba Gardens Intermediate (39) (continued)				
P19-00866	PALOS SPORTS	TRIPHAN/GATES	01-4300-1100	195.10
P19-00896	Courthouse Cafe	YLST/GATES	01-4300-1100	714.45
P19-00968	AMAZON.COM	MULTI TEACHERS	01-4300-1100	584.53
P19-00970	AMAZON.COM	MURRAY/YLST	01-4300-3010	48.66
P19-00971	AMAZON.COM	MULTI TEACHERS	01-4300-0003	532.55
P19-00972	UNION LUMBER COMPANY	ROE/GATES	01-4300-0003	503.20
P19-00975	VANDEN CORPORATION	JONES/GATES	01-4300-6690	1,970.41
P19-00981	SCHOLASTIC	MULTI TEACHERS	01-4300-3010	2,986.99
P19-01006	AMAZON.COM	Books/DVDs/Art Supplies	01-4300-0003	1,001.89
P19-01007	AMAZON.COM	TECHNOLOGY	01-4300-3010	265.94
P19-01008	FLOCABULARY, LLC	Subscription	01-5801-3010	2,000.00
P19-01040	SMILE BUSINESS PRODUCTS, INC.	GATES/YLST	01-4300-1100	79.28
Total Number of POs			Total Location	52,755.04
			Total	2,229,475.34

Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	351	1,160,798.11
09	Chrt'r Schs	24	65,446.95
12	Child Dev	19	10,645.00
13	Cafeteria	34	987,085.28
25	Cap Fac	1	5,500.00
Total			2,229,475.34

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P18-03267	10,988.46	01-4300	Gen Fund/Mat&Suppli	741.51
P18-03604	3,787.02	01-4410	Gen Fund/Equip NonC	44,103.33-
P19-00091	2,399.35	01-5630	Gen Fund/Rentis/Leas	958.06
P19-00198	7,000.00	01-5641	Gen Fund/Equip Repa	2,000.00
P19-00232	6,000.00	01-4364	Gen Fund/Tools/Part	5,000.00
P19-00242	20,000.00	01-5641	Gen Fund/Equip Repa	10,000.00
P19-00243	7,577.50	01-5641	Gen Fund/Equip Repa	5,412.50
P19-00259	1,100.00	12-5910	Child Dev/Postage	1,000.00
P19-00366	500.75	09-4300	Chrt Schs/Mat&Suppli	74.86
P19-00471	10,075.00	13-5641	Cafeteria/Equip Repa	10,075.00-
		13-5801	Cafeteria/Contracts	10,075.00
			Total for P19-00471	.00
P19-00593	2,650.00	01-4300	Gen Fund/Mat&Suppli	350.00
P19-00598	1,403.79	01-4300	Gen Fund/Mat&Suppli	3.79
			Total PO Changes	18,562.61-



702 Nord Avenue • P.O. Box 3870 • Chico, CA 95927

Approval: [Signature]
Date: 8.31.18

Equipment Rental Agreement

Business Name: Marysville Joint Unified School District
Address: 1919 B Street
City: Marysville State: Ca Zip: 95901 Phone: (530) 749-6107

Location: Arboga Elementary, 1686 Broadway, Olivehurst, Ca. 95961

Hereinafter called "Customer", has requested Advanced Document Concepts, hereinafter called "Lessor", to install for use by customer the equipment listed at the locations indicated, on the terms and conditions hereinafter set forth:

Model Number: Serial Number: Machine ID: Monthly Rate:
Kyocera TA-4550ci N2D1X01515 3862 \$95.00 plus tax

I. Customer Shall:

- a.) Pay lessor an installation charge of \$ 0 for the equipment to be installed.
- b.) Pay lessor Quarterly for the use of the equipment a rental fee of \$ 285.00 per quarter, plus 7.25% use tax.

II. Lessor Shall:

- a.) Cause the equipment to be installed at the above location.
- b.) Provide instructional service in the operation of the equipment to customer's employees.

III. a.) This agreement shall become effective on the date of the installation of the equipment and shall continue in effect for a period of 60 months. This agreement is non-cancellable during the initial term. At the end of the initial term, this agreement will continue in effect for successive 3 month periods until terminated by either party on thirty days' written notice to the other of its desire to do so prior to the end of any such 3-month period.

IV. a.) This agreement includes all guarantees and services expressed in the Customer Proposal dated March 17th 2016

V. ☒ The original agreement is being modified as of 09/12/18 to add the fax capabilities to the device

Customer: Marysville Joint Unified School District

Signature: Michael Hodson

Title: Assistant Superintendent Business Services

Date: September 11, 2018

Lessor: Advanced Document Concepts

Signature: [Signature]

Title: V.P.

Date: 8/30/18

530 / 893-8711 • 530 / 893-9027 fax • 530 / 893-8714 service

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MJUSD
Personnel Dept

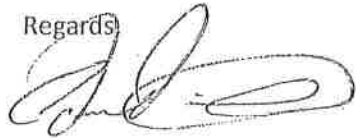
AUG 23 2018

RECEIVED

Dear Mr. Carreon;

I am resigning my position as Yard Supervisor at Cedar Lane Elementary School in order to accept a position as a Para Educator. I welcome this opportunity to help kids grow and to make a difference in their lives. Thank you for your support.

Regards,



Edward Currie

To whom it may concern:


Aug. 22, 2018

I am resigning from the yard duty position in order to fill the para educator position at yuba feather elementary.

MJUSD
Personnel Dept

AUG 23 2018

RECEIVED


margo Dimmett

AUG 22 2018

RECEIVED

Pritpaul Shergill

August 17, 2018

Tracy Pomeroy
District Coordinator of STARS
Marysville Joint Unified School District
1919 B Street, Marysville, CA 95901

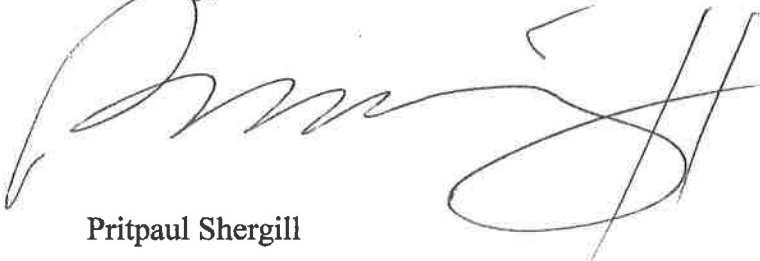
Dear Mrs. Tracy Pomeroy,

In writing this letter, I am informing you that I will be resigning from my position as an After School Program Support Specialist effective August 31, 2018.

Working for the STARS program has been an absolute honor and an amazing opportunity in my life to make a positive impact in the lives of our local youth. In this spirit, I will be taking a position during the school day as a Student Support Specialist at Olivehurst Elementary.

I would like to thank you, Mrs. Pomeroy, for your support and leadership in guiding the STARS program.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Pritpaul Shergill', with a large, stylized flourish at the end.

Pritpaul Shergill

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT is by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and ROBERT THURBON, ATTORNEY ("INDEPENDENT CONTRACTOR") (DISTRICT and INDEPENDENT CONTRACTOR are also collectively referred to as "Parties" and individually as "Party").

In consideration for the mutual promises set forth below, the Parties agree as follows:

1. **SCOPE OF SERVICES:** DISTRICT retains INDEPENDENT CONTRACTOR to provide, and INDEPENDENT CONTRACTOR agrees to provide, the services set forth in Exhibit A.
2. **COMPENSATION:** INDEPENDENT CONTRACTOR shall be compensated for services rendered pursuant to this Agreement as set forth in Exhibit B.
3. **INDEPENDENT CONTRACTOR NOT AGENT:** Except as DISTRICT may specify in writing, INDEPENDENT CONTRACTOR and INDEPENDENT CONTRACTOR's personnel shall have no authority, express or implied, to:
 - (a) act on behalf of DISTRICT in any capacity (including as an agent); or
 - (b) bind DISTRICT to any obligation whatsoever.
4. **ASSIGNMENT PROHIBITED:** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
5. **INDEPENDENT CONTRACTOR INFORMATION:** DISTRICT shall have full ownership and control, including ownership of any copyrights, of all final reports prepared, produced, or provided to DISTRICT by INDEPENDENT CONTRACTOR pursuant to this Agreement.
6. **TERMINATION:** Either DISTRICT or INDEPENDENT CONTRACTOR may terminate this Agreement at any time by giving written notice of such termination to the other Party.
 - (a) In the event DISTRICT terminates this Agreement:
 - (1) INDEPENDENT CONTRACTOR shall immediately cease rendering services pursuant to this Agreement.
 - (2) INDEPENDENT CONTRACTOR shall promptly deliver to DISTRICT copies of final reports prepared pursuant to this Agreement.
 - (3) DISTRICT shall pay INDEPENDENT CONTRACTOR the reasonable value of services rendered by INDEPENDENT CONTRACTOR prior to and until termination; provided, however, DISTRICT shall not in any

manner be liable for lost profits which might have been made by INDEPENDENT CONTRACTOR had the Agreement not been terminated or had INDEPENDENT CONTRACTOR completed the services required by this Agreement. In this regard, INDEPENDENT CONTRACTOR shall furnish to DISTRICT such financial information as in the judgment of DISTRICT is necessary to determine the reasonable value of the services rendered by INDEPENDENT CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which DISTRICT may have in law or equity.

7. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the Parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by the Parties.
8. **SEVERABILITY:** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law, unless to do so would frustrate the intent of the Parties in entering into this Agreement.
9. **WAIVER:** Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder.
10. **ENFORCEMENT OF AGREEMENT:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of either Sacramento County or Yuba County in the State of California, at DISTRICT's choice. The Parties consent to jurisdiction in such courts on any litigation arising out of or related to this Agreement, and consent to service of process issued by such courts. This Agreement may be executed in counterparts. A copy, electronic copy (e.g. PDF), or facsimile of a signature shall be enforceable as an original.
11. **LICENSES, PERMITS, ETC.:** INDEPENDENT CONTRACTOR represents and warrants to DISTRICT that INDEPENDENT CONTRACTOR has all licenses, permits, County Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature, which are legally required for INDEPENDENT CONTRACTOR to practice its profession or provide any services under this Agreement. INDEPENDENT CONTRACTOR represents and warrants to DISTRICT that INDEPENDENT CONTRACTOR shall, at its sole cost and expense, obtain and keep in effect and obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for INDEPENDENT CONTRACTOR to practice its profession or provide such services.

12. INSURANCE REQUIREMENTS:

- (a) Each Party will obtain, provide, pay for, and be solely responsible for workers' compensation, business liability, public liability, comprehensive insurance, and the requisite federal, state, and local income taxes, and employee benefit contributions, including but not limited to, FICA, SDI, workers' compensation, and unemployment insurance for itself and its employees, agents, and all other persons or entities providing services for or on behalf of the party, if any. The Parties understand and agree that neither Party has neither responsibility for, nor the right to control, the other with respect to any of the foregoing described obligations.
- (b) INDEPENDENT CONTRACTOR maintains comprehensive and general liability insurance coverage in the sum of \$1,000,000. Upon request of the DISTRICT, INDEPENDENT CONTRACTOR shall provide a current certificate of policy evidencing such policies.

13. ATTORNEYS' FEES: In any litigation, arbitration, or other legal proceeding which may arise between any of the Parties hereto, the prevailing Party shall be entitled to recover its costs, including costs of arbitration, and reasonable attorneys' fees in addition to any other relief to which such Party may be entitled.

14. NOTICES: All notices required or permitted hereunder shall be given to the Parties in writing at their respective addresses as set forth below. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday, or holiday, the time for performance shall be extended to the next business day.

DISTRICT: Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901
Tel.: (530) 741-6000
Email: rcarreon@mjud.k12.ca.us
Attn: Ramiro Carreón, Assistant Superintendent, Personnel Services

INDEPENDENT
CONTRACTOR: Robert E. Thurbon, Attorney
2377 Gold Meadow Way, Suite 100
Gold River, CA 95670
Tel.: (916) 636-1840
Fax: (916) 638-7530
Email: bthurbon@thurbonlaw.com
Attn: Robert E. Thurbon

15. **CONFIDENTIALITY OF DISTRICT INFORMATION:** During performance of this Agreement, INDEPENDENT CONTRACTOR may gain access to and use DISTRICT information related to District affairs and processes, personnel records, student records, and other vital information (hereby collectively referred to as "DISTRICT INFORMATION"), which are valuable, special, and unique assets of DISTRICT. INDEPENDENT CONTRACTOR agrees to protect all DISTRICT INFORMATION and treat it as strictly confidential, and further agrees INDEPENDENT CONTRACTOR will not at any time, either directly or indirectly, divulge, disclose, or communicate in any manner any DISTRICT INFORMATION to any third party without the prior written consent of DISTRICT. A violation by INDEPENDENT CONTRACTOR of this Section 15 shall be a material violation of this Agreement and will justify legal and/or equitable relief.

16. **INDEMNIFICATION:**

- (a) To the extent permitted by law, DISTRICT shall assume the defense and hold harmless INDEPENDENT CONTRACTOR and any of its owners, officers, agents, or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of DISTRICT, its officers, agents, or employees.
- (b) To the extent permitted by law, INDEPENDENT CONTRACTOR shall assume the defense and hold harmless DISTRICT and any of its officers, agents, or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received, or suffered by reason of the sole fault or negligence of INDEPENDENT CONTRACTOR, its officers, agents, or employees.
- (c) It is the intent of the DISTRICT and INDEPENDENT CONTRACTOR that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed, and each Party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that Party.
- (d) DISTRICT and INDEPENDENT CONTRACTOR agree to notify the other Party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. DISTRICT and INDEPENDENT CONTRACTOR further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care, or create any legal right, for any person not a Party to this Agreement.

17. **TERM OF AGREEMENT:** This Agreement shall be effective on August 21, 2018 and shall remain in effect until terminated by the Parties as specified in Paragraph 6.

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

By:  Date: 8-21-18
Dr. Gay Todd, Superintendent
Stark

ROBERT E. THURBON, ATTORNEY

By:  Date: August 21, 2018
Robert Earl Thurbon

Exhibit A

INDEPENDENT CONTRACTOR agrees to provide the services set forth in this Exhibit A.

1. **BASE SERVICES:** (a) Prepare for classified dismissal hearing; (b) Serve as hearing officer for the Marysville Joint Unified School District Board of Trustees during the classified dismissal hearing; and (c) Prepare a written recommendation to the Marysville Joint Unified School District Board of Trustees regarding the dismissal of the classified employee.
2. **ADDITIONAL SERVICES:** Services outside the scope set forth in Paragraph 1 above may be provided if, prior to the commencement of such services, District approves in writing the additional service and the amount of compensation to be paid for the service.

Exhibit B

DISTRICT shall pay INDEPENDENT CONTRACTOR:

1. **HOURLY RATE FOR BASE SERVICES:** At the rate \$295.00 per hour for services described in Exhibit A, Paragraph 1.
2. **RATE FOR ADDITIONAL SERVICES:** Additional services which are approved pursuant to Exhibit A, Paragraph 2 shall be based on the total number of hours spent on such additional services multiplied by the hourly rate set forth in Exhibit B, Paragraph 1, above. DISTRICT, at its option, may propose a fixed fee for some or all of these additional services. Such fixed fee for additional services must be by mutual agreement between DISTRICT and INDEPENDENT CONTRACTOR.
3. **EXPENSES:** No expense shall be reimbursed unless it is an actual expenditure of INDEPENDENT CONTRACTOR that is necessary for the proper completion of the services set forth in Exhibit A, and then only if the expense has been specifically authorized in advance by DISTRICT.
4. **PAYMENT OF COMPENSATION:**
 - (a) Payments to INDEPENDENT CONTRACTOR shall be made within a reasonable time after receipt of INDEPENDENT CONTRACTOR's invoice.
 - (b) All invoices submitted by INDEPENDENT CONTRACTOR shall include documentation to support each billing or expense and shall contain, at a minimum, the following information:
 - (1) Job Name;
 - (2) Description of Services Billed under this Invoice, including the date(s) of such Services;
 - (3) Date of Invoice; and
 - (4) Total Hours Billed to each job through the date of the invoice.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AGREEMENT FOR SPECIAL COUNSEL SERVICES**

THIS AGREEMENT ("Agreement") for special counsel services is made and entered into this 17th day of July, 2018 by and between Parker & Covert LLP (hereinafter "Parker & Covert"), and the Marysville Joint Unified School District (hereinafter "District"). Parker & Covert and District are collectively referred to herein as the "Parties".

WITNESSETH

WHEREAS, District desires to take all actions necessary for the prepayment of existing certificates of participation ("Prepayment") which were previously issued for the purpose of financing the acquisition and construction of school facilities within the District's boundaries, in accordance with California law; and

WHEREAS, District desires to retain legal counsel to act as special counsel ("Special Counsel") and to provide the legal services, specified herein, related to the authorization and issuance of the Prepayment.

NOW THEREFORE, the Parties hereby agree as follows:

1. Scope of Services. District retains Parker & Covert under this Agreement to provide Special Counsel Services pertaining to Prepayment. In particular, Parker & Covert shall, as Special Counsel:

(a) Confer with District's representatives and other consultants (including but not limited to District's additional legal counsel, financing advisor(s), and underwriter(s)) as necessary regarding the Prepayment;

(b) Prepare or review any documents prepared by other parties in the proceedings for compliance with applicable law;

(c) Prepare for and attend such meetings of District's governing board as deemed necessary for the proper conduct of the proceedings;

(d) Any services incidental to the Special Counsel services.

2. Services Outside the Scope of this Agreement. Parker & Covert's duties in this Agreement are limited to those set forth in Paragraph 1. Among other things, Parker & Covert has not undertaken to do any of the following under this Agreement:

(a) Perform an independent investigation to determine the accuracy, completeness, or sufficiency of the official statement or other disclosure document;

(b) Conduct any investigation regarding the qualification for sale of Bonds in any jurisdiction, provided that Parker & Covert will coordinate with the underwriter regarding any

statements requested to be added to the official statements so that the Bonds may be sold in particular jurisdictions;

(c) Render services in connection with compliance by District after the closing with the covenants contained in the bond documents, including without limitation, the calculation of any arbitrage rebate liability District may have and preparation of any annual reports or material events notices required pursuant to District's continuing disclosure undertaking;

(d) Render services in connection with the establishment of a citizens' oversight committee; or

(e) Render services with respect to any litigation concerning the financing of the Bonds.

If District requests Parker & Covert to provide any such services, compensation therefor shall be agreed upon in advance by the Parties and may be made and calculated at Parker & Covert's hourly rate schedule for the type of services requested (either public finance or litigation) in effect at the time such services are rendered.

3. **Commencement of Services.** Parker & Covert's obligation to provide legal services under this Agreement shall commence upon Parker & Covert's receipt of a copy of this Agreement signed and dated by District.

4. **Completion of Services.** Parker & Covert's representation of District with respect to the Prepayment will be concluded following the completion of the Prepayment.

5. **Duties of Parker & Covert and District.**

(a) **Duties of Parker & Covert.** Parker & Covert shall provide those legal services reasonably required to represent District in the matters described in Paragraph 1 of this Agreement. Parker & Covert shall also take reasonable steps to keep District informed of significant developments and to respond to District's inquiries. While one attorney at Parker & Covert may be primarily responsible for completing the work that is within the scope of this Agreement, that attorney may also delegate work to other attorneys, paralegals, law clerks, and office personnel within Parker & Covert when it is determined that such delegation is appropriate in representation of District's interests. If District so requests, District will be notified prior to any delegation and a decision will be made in consultation with District.

(b) **Duties of District.** District shall timely communicate with Parker & Covert; be truthful with Parker & Covert in all communications; make all reasonable efforts to cooperate with Parker & Covert (including making all reasonable efforts to timely provide any information that Parker & Covert requests in order to carry out its duties under this Agreement); keep Parker & Covert informed of developments pertaining to the Prepayment; perform the obligations District has agreed to perform under this Agreement; and pay all monies due to Parker & Covert in a timely manner.

6. **Disclaimer of Guarantee.** By signing this Agreement, District acknowledges that Parker & Covert has made no promises or guarantees to District about the outcome of District's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

7. **Fees and Expenses.** Parker & Covert's fees for Special Counsel services described above in Paragraph 1 for the Prepayment shall be on an hourly basis consistent with the fee schedule attached hereto as Exhibit A .

8. **Legal Action Upon Default.** If District does not pay the balance when due or breaches any other terms of this Agreement, Parker & Covert may commence any legal action for collection of the balance due. District and Parker & Covert agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California. District and Parker & Covert agree that the jurisdiction and venue for such proceedings shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

9. **Arbitration of Fee Dispute.** If a dispute arises between Parker & Covert and District regarding Parker & Covert's fees or costs under this Agreement and Parker & Covert files suit in any court, or begins an arbitration proceeding other than through the State Bar or the local bar association within the jurisdiction of the District under Business and Professions Code Sections 6200-6206, District will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association within the jurisdiction of the District under Business and Professions Code Sections 6200-6206, in which event Parker & Covert must submit the matter to that arbitrator.

10. **Notices.** All notices, letters, and other communications authorized or required by this Agreement shall be considered transmitted, served, and effective for all purposes on the date that they are reduced to writing, deposited in the United States first class mail, postage prepaid, and addressed as follows:

(a) **To District:**

Marysville Joint Unified School District
1919 B Street
Marysville, CA 995901
Attention: Dr. Gay Todd, Superintendent

(b) **To Parker & Covert:**

Parker & Covert
2520 Venture Oaks Way, Suite 190
Sacramento, California 95833
Attention: Addison Covert

11. **District Files.** At District's request, upon the termination of services under this Agreement, Parker & Covert will promptly release all of District's papers and property to District (subject to any applicable protective orders or non-disclosure agreements).

12. **Destruction of District File.** If District does not request the return of its papers and property upon the termination of services under this Agreement, Parker & Covert will retain District's file for seven (7) years from the date of the Prepayment, after which time Parker & Covert may have District's file destroyed. District acknowledges that it will not be notified prior to destruction of its papers and property, and consents to the same. The District must make separate arrangements with Parker & Covert in order to have its file maintained beyond seven (7) years after District's matter is concluded.

13. **Termination.** This Agreement may be terminated by District or Parker & Covert, or modified by mutual consent, at any time upon thirty (30) days written notice. If the District terminates this Agreement prior to the Prepayment, other than for reasonable cause, Parker & Covert shall be compensated in accordance with Paragraph 7(c) above. Parker & Covert and District each agree to sign any documents reasonably necessary to complete Parker & Covert's discharge or withdrawal.

14. **Assignment.** This Agreement is not assignable by Parker & Covert without the prior written consent of District.

15. **Modification by Subsequent Agreement.** This Agreement may be modified only by a written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day, month, and year first written above.

[Signatures appear on the following page]

District:

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT**

a political subdivision of the State of California

By: _____

Parker & Covert:

PARKER & COVERT LLP

By: _____

EXHIBIT A

SCHEDULE OF RATES

As of January 1, 2018

Partners.....	\$240-\$250
Associate Attorneys.....	\$225-235
Paralegals.....	\$100-165
Paralegal Clerk/Law Clerk	\$60-\$100

Expenses, including mileage, long distance telephone charges, photocopying and delivery charges, will also be billed. A detailed schedule of these charges can be provided upon request. Our usual billing procedure is to submit a monthly itemization of the time and services charged with the names of the attorneys and paralegals whose time is being billed. However, we have a highly sophisticated and flexible billing system which can produce statements specific to each client's billing needs. Please let us know of any specific desires or needs you have in this respect.

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
AGREEMENT FOR BOND AND DISCLOSURE COUNSEL SERVICES**

THIS AGREEMENT ("Agreement") for bond counsel and disclosure counsel services is made and entered into this 22nd day of May, 2018 by and between Parker & Covert LLP (hereinafter "Parker & Covert"), and the Marysville Joint Unified School District (hereinafter "District"). Parker & Covert and District are collectively referred to herein as the "Parties".

WITNESSETH

WHEREAS, District desires to take all actions necessary for a general obligation bond measure ("Bonds") for the purpose of financing the acquisition and construction of school facilities within the District's boundaries, in accordance with California law; and

WHEREAS, District desires to retain legal counsel to act as bond and disclosure counsel ("Bond Counsel") and to provide the legal services, specified herein, related to the authorization and issuance of the Bonds.

NOW THEREFORE, the Parties hereby agree as follows:

1. **Scope of Services.** District retains Parker & Covert under this Agreement to provide Bond Counsel and Disclosure Counsel Services pertaining to the authorization, issuance, and sale of the Bonds. In particular, Parker & Covert shall, as Disclosure Counsel and Bond Counsel:

(a) Confer with District's representatives and other consultants (including but not limited to District's additional legal counsel, financing advisor(s), and underwriter(s)) as necessary regarding the structure, authorization, issuance and sale of the Bonds; and any other related issues;

(b) Prepare both preliminary and final official statement for the bond along with a calendar of events that sets forth the actions required for the authorization, sale, and issuance of the Bonds;

(c) Prepare or review any documents prepared by other parties in the proceedings for compliance with applicable law;

(d) Prepare for and attend such meetings of District's governing board as deemed necessary for the proper conduct of the proceedings;

(e) Prepare a paying agent agreement (or similar issuance document) and all other legal documents necessary for the authorization, issuance, and sale of the Bonds;

(f) Assist the District in obtaining any necessary governmental approvals for the authorization, issuance and sale of the Bonds;

(g) Assist the District in securing investment ratings for the Bonds;

(h) Prepare typewritten Bond documents;

(i) Prepare the bond purchase contract pursuant to which the Bonds will be sold to the underwriter and the requisite continuing disclosure certificate of District in order to facilitate the underwriter's compliance with SEC Rule 15c2-12;

(j) Prepare and deliver to each participant in the financing a complete transcript of the proceedings for the authorization, issuance, and sale of the Bonds;

(k) Prepare a comprehensive closing memorandum and prepare and arrange the execution and delivery of a receipt for the Bonds, a receipt for the proceeds of the Bonds, signature certificates, an arbitrage/rebate certificate and associated certificates of underwriter and insurer (if any), Form 8038-G, DTC Letter of Representations, CDIAAC report of final sale, forms of opinions of other counsel, and all other necessary closing certificates and documents;

(l) Upon due and proper completion of the proceedings to satisfaction of Parker & Covert, deliver a final approving opinion confirming the validity of the Bonds and opinions that interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes, under existing statutes, regulations, rulings, and court decisions;

(m) Assuming completion of the preliminary and final official statements in form acceptable to Parker & Covert, deliver a letter addressed to District with respect to the Bonds to the effect that, in the course of Parker & Covert's participation in the preparation of the official statement for the financing, nothing came to the attention of those attorneys rendering legal services to District that caused Parker & Covert to believe that such official statements as of its date and as of the date of the letter (except for financial data or forecasts, estimates, assumptions, or expressions of opinion, or any information regarding The Depository Trust Company or any credit enhancer) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statement therein, in the light of the circumstances under which they were made, not misleading; and

(n) Any services incidental to the Bond Counsel services.

2. **Services Outside the Scope of this Agreement.** Parker & Covert's duties in this Agreement are limited to those set forth in Paragraph 1. Among other things, Parker & Covert has not undertaken to do any of the following under this Agreement:

(a) Perform an independent investigation to determine the accuracy, completeness, or sufficiency of the official statement or other disclosure document;

(b) Conduct any investigation regarding the qualification for sale of Bonds in any jurisdiction, provided that Parker & Covert will coordinate with the underwriter regarding any statements requested to be added to the official statements so that the Bonds may be sold in particular jurisdictions;

(c) Render services in connection with compliance by District after the closing with the covenants contained in the bond documents, including without limitation, the calculation of any arbitrage rebate liability District may have and preparation of any annual reports or material events notices required pursuant to District's continuing disclosure undertaking;

(d) Render services in connection with the establishment of a citizens' oversight committee; or

(e) Render services with respect to any litigation concerning the financing of the Bonds.

If District requests Parker & Covert to provide any such services, compensation therefor shall be agreed upon in advance by the Parties and may be made and calculated at Parker & Covert's hourly rate schedule for the type of services requested (either public finance or litigation) in effect at the time such services are rendered.

3. **Commencement of Services.** Parker & Covert's obligation to provide legal services under this Agreement shall commence upon Parker & Covert's receipt of a copy of this Agreement signed and dated by District.

4. **Completion of Services.** Parker & Covert's representation of District with respect to a series of Bonds will be concluded upon issuance of such series. Nevertheless, subsequent to issuance of a series of Bonds, Parker & Covert will file the Internal Revenue Service Form 8038-G and will prepare and distribute to the participants in the transaction a transcript of the proceedings.

5. **Duties of Parker & Covert and District.**

(a) **Duties of Parker & Covert.** Parker & Covert shall provide those legal services reasonably required to represent District in the matters described in Paragraph 1 of this Agreement. Parker & Covert shall also take reasonable steps to keep District informed of significant developments and to respond to District's inquiries. While one attorney at Parker & Covert may be primarily responsible for completing the work that is within the scope of this Agreement, that attorney may also delegate work to other attorneys, paralegals, law clerks, and office personnel within Parker & Covert when it is determined that such delegation is appropriate in representation of District's interests. If District so requests, District will be notified prior to any delegation and a decision will be made in consultation with District.

(b) **Duties of District.** District shall timely communicate with Parker & Covert; be truthful with Parker & Covert in all communications; make all reasonable efforts to cooperate with Parker & Covert (including making all reasonable efforts to timely provide any information that Parker & Covert requests in order to carry out its duties under this Agreement); keep Parker & Covert informed of developments pertaining to the Bonds; perform the obligations District has agreed to perform under this Agreement; and pay all monies due to Parker & Covert in a timely manner.

6. **Disclaimer of Guarantee.** By signing this Agreement, District acknowledges that Parker & Covert has made no promises or guarantees to District about the outcome of District's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

7. **Fees and Expenses.**

(a) **Bond Counsel.** Parker & Covert's fees for Bond Counsel services described above in Paragraph 1 for the Bonds to be sold shall be in the amount of thirty six thousand dollars (\$36,000.00) with expenses not to exceed \$800.

(b) **Disclosure Counsel.** Parker and Covert's fees for Disclosure Counsel Services described above in Paragraph 1 for the bonds to be sold shall be in the amount of twenty four thousand dollars (\$24,000).

(c) **Payment of Compensation.** The compensation provided for under subparagraphs (a) and (b) shall be contingent upon the issuance and delivery of the Bonds, and shall be payable solely from the proceeds of Bonds issued and at the time of issuance of the Bonds.

8. **Legal Action Upon Default.** If District does not pay the balance when due or breaches any other terms of this Agreement, Parker & Covert may commence any legal action for collection of the balance due. District and Parker & Covert agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California. District and Parker & Covert agree that the jurisdiction and venue for such proceedings shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

9. **Arbitration of Fee Dispute.** If a dispute arises between Parker & Covert and District regarding Parker & Covert's fees or costs under this Agreement and Parker & Covert files suit in any court, or begins an arbitration proceeding other than through the State Bar or the local bar association within the jurisdiction of the District under Business and Professions Code Sections 6200-6206, District will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association within the jurisdiction of the District under Business and Professions Code Sections 6200-6206, in which event Parker & Covert must submit the matter to that arbitrator.

10. **Notices.** All notices, letters, and other communications authorized or required by this Agreement shall be considered transmitted, served, and effective for all purposes on the date that they are reduced to writing, deposited in the United States first class mail, postage prepaid, and addressed as follows:

(a) **To District:**

Marysville Joint Unified School District
1919 B Street
Marysville, CA 995901
Attention: Dr. Gay Todd, Superintendent

(b) **To Parker & Covert:**

Parker & Covert
2520 Venture Oaks Way, Suite 190
Sacramento, California 95833
Attention: Addison Covert

11. **District Files.** At District's request, upon the termination of services under this Agreement, Parker & Covert will promptly release all of District's papers and property to District (subject to any applicable protective orders or non-disclosure agreements).

12. **Destruction of District File.** If District does not request the return of its papers and property upon the termination of services under this Agreement, Parker & Covert will retain District's file for seven (7) years from the date of issuance of the most recently issued series of Bonds, after which time Parker & Covert may have District's file destroyed. District acknowledges that it will not be notified prior to destruction of its papers and property, and consents to the same. The District must make separate arrangements with Parker & Covert in order to have its file maintained beyond seven (7) years after District's matter is concluded.

13. **Termination.** This Agreement may be terminated by District or Parker & Covert, or modified by mutual consent, at any time upon thirty (30) days written notice. If the District terminates this Agreement prior to the issuance of any series of Bonds, other than for reasonable cause, Parker & Covert shall be compensated in accordance with Paragraph 7(c) above. Parker & Covert and District each agree to sign any documents reasonably necessary to complete Parker & Covert's discharge or withdrawal.

14. **Assignment.** This Agreement is not assignable by Parker & Covert without the prior written consent of District.

15. **Modification by Subsequent Agreement.** This Agreement may be modified only by a written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day, month, and year first written above.

[Signatures appear on the following page]

District:

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT**

a political subdivision of the State of California

By: 

Parker & Covert:

PARKER & COVERT LLP

By: 



Marysville Youth and Civic Center
1830 B St, Marysville, CA, 95901
Phone: 530-749-1776 Fax: 530-749-1839
Email: rent.myc@gmail.com
LEASE agreement- 2018-2019

This agreement is by and between the **Marysville Youth & Civic Center** (hereinafter referred to as MYCC) and the **Marysville Charter Academy for the Arts School** (Lessee).

1. Whereas, the lessee desires to secure from MYCC certain rights and privileges and to obtain use of the premises **Monday through Friday, 8:00 AM to 3:00pm beginning on August 13th, 2018 at 8:00 AM and ending June 7th, 2019 at 12:00 PM.**
2. MYCC hereby grants to the Lessee the right to occupy the spaces described below with a maximum attendance of N/A persons for the purposes set forth in this agreement.
3. The purpose of this occupancy shall be limited to conducting **School Classes** and for no other purpose.
 - a. Two days in August, 2018 prior to school opening for Senior Pictures
 - b. One day in June, 2019 for Senior Breakfast
 - c. ***Other School Sanctioned Activities**, such as use is determined through the school year.
4. Security/ damage fee is due upon reserving the requested space within the facility.
5. A valid certificate of Insurance (naming MYCC as an additional insured must be presented to MYCC by August 14th. The minimum coverage required is \$1,000,000.
6. Payment may be made in cash, check, money order or cashier check, with a \$25 service charge for any returned check. A returned check may result in cancellation of the lessee's scheduled lease date. The Lessee may avoid cancellation by covering the returned check with cash within 24 hours of the notice of cancellation due to returned check.
7. In the event that the Silent Fire Alarm is pulled and it is a false alarm there will be a penalty of \$150 each occurrence.
8. The Lessee agree to pay to the MYCC the rights and privileges hereby granted in the amount and in the manner set forth below:

Description of Facility	Use Fee	Security/Damage Fee
Ballroom, Conference Room and Locked Storage Room	\$30,000.00**	\$500.00**
Total	\$30,000.00	

*Other School Sanctioned Activities will be invoiced separately as events occur.

**Use Fee of \$30,000.00 does not include Other School Sanctioned Activities.

***Security/Damage Fee is already on file.

9. Security/ Damage fees will be returned within 30 days from the end of the contract, if there are no damages.

- a. If there are damages, the damages will be repaired and the costs deducted from the Security Fee prior to return of the Security/ Damages fee.

10. The Lessee agrees to pay to MYCC for the use of any additional equipment or fixtures and:

- a. The cost of any damages to MYCC property and/ or utility charges if any
- b. The cost of the removal of any of the Lessee property, refuse, and/ or cleanup required beyond that determined reasonable by MYCC and in excess of the costs of the cleaning deposit.

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Business Services Department

Approval : 

Date: 8/24/18



Marysville Youth and Civic Center
1830 B St, Marysville, CA, 95901
Phone: 530-749-1776 Fax: 530-749-1839
Email: rent.mycc@gmail.com
LEASE agreement- 2018-2019

11. The Lessee agrees that he/she will not sell, exchange, barter, or permit his/ her employees to sell exchange, after any permits issues to the Lessee or his/her employees hereunder.

12. This contract or Privileges or any part thereof, cannot be assigned or otherwise disposed of without written consent of MYCC.

Security Deposit

- **A refundable security deposit of \$500.00 shall be required from the Marysville Charter Academy for the Arts School** (Lessee) upon signature of the contract. In the event of insufficient quality of cleaning, MYCC(Lessor) will use security deposit funds to have a cleaning company clean the Lessee's portion of the building. The Lessee will then be presented a copy of the invoice from the cleaning company and will have 30 days to reimburse the lessor for the expenditure from the Security Deposit, which must maintain a funded balance of their security deposit back to \$500. Failure to do this will be considered a violation of the lease agreement.
- If there are any damages caused by the Lessee the property, the Lessor will use security deposit funds to have a contractor repair Lessee's portion of the damages. The Lessee will then be presented a copy of the invoice from the contractor and will have 30 days to pay the Lessor to bring the balance of their security deposit back to \$500. Failure to do this will be considered a violation of the lease agreement.

Janitorial

- The Lessee will be responsible for:
 1. Cleaning the Conference Room-dusting or sweeping the floor, mopping if needed, cleaning the Formica countertop, cleaning the front glass entrance floor and gum removed from the floor.
 2. The Ballroom floor is to be dusted, gum removed from the floor and damp mopped if needed.
 3. The entryway to the bathrooms is to be swept or dusted and mopped if needed.
 4. Each week the urinals, toilets, counters, mirrors and faucets are to be cleaned with a disinfectant. The bathroom floors are to be mopped with a standard cleaning agent.
 5. Each week all soap, toilet paper, and paper towel dispensers are to be refilled if needed.
- 6. Spit wad will be removed from the bathroom walls, doors and ceilings.
- 7. All trash cans are to be emptied and removed to the dumpster during each cleaning and replaced with fresh liners.
- 8. Extra cleanings for extra rental days as needed throughout the school year.



Marysville Youth and Civic Center
1830 B St, Marysville, CA, 95901
Phone: 530-749-1776 Fax: 530-749-1839
Email: rent.myc@gmail.com
LEASE agreement- 2018-2019

- Frequency of cleanings is to occur Tuesday and Thursday each week immediately following the cessation of classes at 2:50 PM. In the case of non-use by the school on Wednesday due to holidays or other event, janitorial services may be performed after the cessation of classes for that week.

Storage Unit

- The Lessee will be given use of one storage unity for educational materials and supplies. The Lessor is not liable for the contents of the storage unit. All materials and supplies must be secured inside the storage unity. Lessor is not liable for materials or supplies not stored or secured properly in the storage unity. It is the responsibility of the Lessee to inform the Lessor if the floor or lock is not functioning properly.
- Any and all supplies and props used by the school and or students are to be stored n the storage room at the close of each day and on Friday or the last day of class for the week. Failure to remove educational materials will result in Lessee being charged for the time to move items from the rooms. Please ensure that all student belongings are removed from the ballroom and conference room at the end of each instructional day. Failure to do so will result in the Lessee being charged for the time to remove items from the rooms.

Other

- All School sanctioned Activities must be cleared through Lessor prior to use of facility. Failure to do so will result in the Lessee being charged \$50 for Lessor representative to accommodate Lessee representatives, such as opening facility, turning off alarms, unlocking storage unity, tables storage, chairs storytime, janitorial storage.
- All School Sanctioned Activities must be cleaned up at the end of the activity.

Lessor Initials CQ Date 8/20/18 Lessee Initials _____ Date _____

MYCC Representative

Marysville Youth & Civic Center
1830 B Street
Marysville, CA, 95901
Phone: 530-749-1776
Fax: 530-749-1839

Name: Cory Quinn
Title: Board President
Signature: [Signature]
Date: 8/20/18

Lessee Representative

Marysville Charter Academy of the Arts
1917 B Street
Marysville, CA, 95901
Phone: 530-749-6156
Fax: 530-741-7892

Name: Michael Hodson
Title: Asst. Supt. of Business Services
Signature: [Signature]
Date: 8/24/18



CONTRACT SERVICES AGREEMENT

Yuba Gardens- Karen Junker

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this September 11, 2018 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Karen Junker (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

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

I. ENGAGEMENT TERMS

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Work"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.

1.2 TERM: This Agreement shall have a term of commencing from October 8, 2018 and concluding October 8, 2018.

1.3 COMPENSATION:

A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is see Exhibit A.(hereinafter, the "Approved Rate Schedule").

B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum TWO THOUSAND SEVEN HUNDRED DOLLARS AND 00/100 CENTS (\$2700.00) (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of Fiscal Services. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR when the Work is completed, which is the final day of the contract, October 8, 2018. The invoice from the CONTRACTOR must be presented prior to this date for payment to occur. The DISTRICT may pay prior to October 8, 2018 upon receipt of the invoice and its discretion. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 **ABANDONMENT BY CONTRACTOR:** In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 **DISTRICT'S REPRESENTATIVES:** The DISTRICT hereby designates the Superintendent and Kari Ylst, principal of Yuba Gardens (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 **CONTRACTOR REPRESENTATIVE:** CONTRACTOR hereby, Karen Junker to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR's profession;
 - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
 - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
 - D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
 - F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.
- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will

perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.

2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

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

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement. Policy shall contain a waiver of subrogation against the all parties named as additional insureds under this subsection arising from work performed by the CONTRACTOR.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested. All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

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

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR

shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

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

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.

- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
 - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The DISTRICT may exercise any other available and lawful right or remedy.

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

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

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically

and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 **FINGERPRINTING.** CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 *et seq.* and the California False Claims Act, Government Code Section 12650 *et seq.*
- 6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
Karen Junker
165 N 14th St
San Jose, CA 95112

Phone: (415) 254-4476
Email: restorativebestpractices@gmail.com

DISTRICT:

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

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

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the City of San Francisco, California.
- 6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.19 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.20 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.21 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.22 **COUNTERPARTS:** This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**MARYSVILLE JOINT UNIFIED SCHOOL
DISTRICT:**

Date:

By:

Michael Hodson, Assistant Superintendent of
Business Services

Contractor

Date:

By:

Name:

Title:

8/30/18

Karen Junker

Consultant

Consultant Name and Site

Exhibit A

Scope of Work

Beginning on: 10/8/18

Concluding on: 10/8/18

Payment: \$2150 plus \$550 travel expenses

Service: restorative practices training for staff

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Deliverables Oriented Template - Non Pro Svc

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EXHIBIT A

DATE

April 13, 2018

TO

Marysville Joint Unified School District, Marysville CA

PROJECT TITLE: Restorative Practices Consultation

PROJECT DESCRIPTION: Independent Consultant

INVOICE NUMBER: 1 for 2018-2019

INVOICE MONTH: October 2018

PROJECT RATE: Flat Rate—see below

SUPPORTING INVOICES:

TERMS: payment due 30 days after service rendered

Karen Junker
Independent
Contractor

OFFICE ADDRESS:
165 N 14th Street
San Jose, CA 95112

PHONE:
(415) 254-4476

EMAIL:
restorativebestpractices@gmail.com

EXPENSE DESCRIPTION	DAY	RATE
October 8, 2018 Yuba Gardens Intermediate School		
Full day training – restorative practices basics and essential elements of community building circles		\$2150.00
Airfare (not to exceed \$250) receipts will be provided		250.00
Lodging (not to exceed \$200) receipts will be provided		200.00
Car rental (not to exceed \$100) receipts will be provided		100.00
Total amount due		\$2700.00

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MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

AUTHORIZING PARTICIPATION IN THE RURAL SCHOOL BUS PILOT PROJECT

Resolution 2018-19/10

WHEREAS, on September 11, 2018, the Board of Trustees of the Marysville Joint Unified School District met in regular session; and

WHEREAS, California Climate Investments are funded by the state proceeds from Cap-and-Trade auctions. These funds provide an opportunity for the state to invest in projects that help achieve our climate goals and provide benefits to disadvantaged communities; and

WHEREAS, the California Air Resources Board (CARB) created the Rural School Bus Pilot Project (RSBPP) allocating funding from the California Climate Investments; and

WHEREAS, the North Coast Unified Air Quality Management District (NCUAQMD) has been selected to administer the RSBPP on behalf of CARB; and

WHEREAS, the NCUAQMD requires the submission of information, on standardized forms (application forms), to determine eligibility and to rank proposed projects; and

WHEREAS, if selected to receive funding and in order to participate in the RSBPP, the grantee is required to enter into an agreement with the NCUAQMD wherein the fulfillment of the terms and conditions is required in order to receive the funding.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the Marysville Joint Unified School District authorizes the submission of applications for RSBPP grants; and

BE IT FURTHER RESOLVED that Greg Taylor, Director of Transportation, is authorized to implement and administer the grant program.

PASSED AND ADOPTED THIS 11TH DAY OF SEPTEMBER 2018.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Gay Starkey, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees



Rural School Bus Pilot Project Application Part A

Applicant Information

School District or JPA: Marysville Joint Unified SD		Contact Name, Title: Michael Hodson, Asst. Superintendent	
Mailing address: 1919 B St			
City: Marysville	State: Ca	Zip Code: 95901	
Physical address: 1919 B St			
City: Marysville	State: Ca	Zip Code: 95901	
School or JPA Phone: 530-749-6115		Contact Phone: 530-749-6115	
Local Air District: Feather River AQMD		Email Address: mhodson@mjuds.com	
Type of Applicant: <input checked="" type="checkbox"/> Public School District <input type="checkbox"/> Charter School District <input type="checkbox"/> JPA <input type="checkbox"/> County Office of Education <input type="checkbox"/> Division of State Special Schools of the State Department of Education			

New School Bus Technology Type

Technology Type applying for : <input type="checkbox"/> Zero-Emission <input checked="" type="checkbox"/> Hybrid or Internal Combustion Engine Using Renewable Fuel
Zero-Emission Projects Only: Are you applying for infrastructure costs: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have you verified this technology will work for your route: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Hybrid or Internal Combustion Engine Projects Only: What Fuel type will you be applying for: <input checked="" type="checkbox"/> Diesel <input type="checkbox"/> CNG <input type="checkbox"/> Propane Have you verified the availability of RENEWABLE FUEL: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Total Grant Funding Requested: \$ 165,000

Funding Disclosure

Has the engine or vehicle in this application been considered for or awarded replacement or retrofit funding? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, please give the agency name, status of application or agreement and funding amount requested/awarded:



Baseline School Bus ("old school bus")

Vehicle Identification Number (VIN): 1T75U4B2X51127869		School Bus Type: <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/> D
Vehicle Manufacturer: Thomas	Model: Saf-T-Liner	Year: 1995
Gross Vehicle Weight Rating (GVWR): 37,000	License Plate Number: 017701	Fuel Type: Diesel
Name of Registered Owner: Marysville Joint Unified School District		Horse power: 300
Engine Manufacturer: Cummings	Engine Model: 6CTA300	Engine Year: 1994
Engine Serial Number: 45048432	Current Odometer Reading: 346,740	Is this school bus currently CHP Certified: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
School Bus Storage Address: 1919 B St, Marysville, CA 95901		
Miles Traveled Last School Year: 5,051	Has the engine ever been replaced in this bus: <input type="checkbox"/> Yes <input type="checkbox"/> No	Has the odometer ever been replaced in this bus: <input type="checkbox"/> Yes <input type="checkbox"/> No
Total Engine Mileage: 346,740	Please Note: Project ranking is determined by the total mileage of the "old school bus" (chassis). Total engine mileage is collected for informative purposes only. If the odometer or engine has been replaced the Applicant must provide records to demonstrate old school bus mileage, should they be selected for funding. Only mileage that is verifiable will be accepted.	
Total "old school bus" mileage: 346,740		

Total Number of Applications being submitted, including this application (must be 12 or less):

2



I hereby certify that all information provided in this application are true and correct. I understand that this application is for evaluation purposes only and does not guarantee project funding. I certify that to the best of my knowledge, the information contained in this application and in any documentation accompanying this application or submitted in furtherance of this application is true and accurate. I certify that I have the legal authority to apply for funding on behalf of the applicant entity and that I am authorized to sign this application on behalf of applicant.

Printed name of representative: Michael Hodson	Title: Asst. Superintendent
Signature of representative:	Date:

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Project Evaluation and Selection Process

All projects must meet the minimum requirements stated in the Air Quality Improvement Program (AQIP) and Low Carbon Transportation Investments (LCTI) from the Greenhouse Gas Emission Reduction Fund Rural School Bus Pilot Project (RSBPP) Grant Agreement. This document can be found on the NCUAQMD website at the address below:

<http://www.ncuaqmd.org/index.php?page=rural.school.bus>

Applications received will be ranked based on the size of the air district they are located in, age of the old school bus, and mileage of the old school bus. Projects will be selected in order of their ranking, until funding has been exhausted. Priority ranking is given to school districts located within the boundaries of a small air district, as defined by the California Air Pollution Control Officers Association (CAPCOA). A listing of Air Districts are available here:

<http://www.ncuaqmd.org/files/List%20of%20Air%20Districts.pdf>

Application Part B

If initially selected for funding, applicants will be required to complete Application Part B within 30 days, and submit it to the NCUAQMD. Application Part B will require the following documentation to be considered a complete application:

- ☐ Board Resolution: A resolution from the school district or JPA governing board authorizing submittal of the application and identifying the individual authorized to implement and administer the project.
- ☐ A Copy of the current CHP Safety Certification (CHP form 292)
- ☐ A Copy of Current DMV School Bus Registration
- ☐ A Photo of the School Bus Manufacturers ID Tag clearly showing the VIN and GVWR
- ☐ A Photo of the Engine Serial Number and Model Year
- ☐ A Vendor Quote for the New School Bus
- ☐ Proof of Availability of Renewable Fuel (if applicable)
- ☐ An installation and material quote for electric charging infrastructure (if applicable). Installation quote must include the contractor's license number.
- ☐ CARB Executive Order showing new school bus engine meets required emission criteria

Once the information provided in Application Part B has been verified, the applicant will be required to enter into a 3-year agreement with the NCUAQMD. Agreements must be signed by both parties before the applicant may order a new school bus.

Failure to comply with this requirement will disqualify the applicant. A violation of any agreement term or condition may require the grant recipient to repay all or a portion of the grant award.



Post-Award Process

1. The grant recipient will have 30 calendar days from execution of the contract to place a purchase order for the new vehicle and/or equipment. The grant recipient must submit a copy of the purchase order for the bus and charging equipment (if applicable) to the NCUAQMD within 10 days of submitting the purchase order(s). Failure to provide a purchase order within 10 days may result in termination of the grant award and agreement.
2. The grant recipient must provide a written notification to the NCUAQMD of new school bus delivery, within 10 days of receiving the new school bus.
3. The grant recipient will be required to complete and submit a Dismantler Certification Form (if applicable), an Old Bus Designation Form (if applicable), and a Reimbursement Request Form with required documentation and photos, within 60 days of receiving the new school bus.
4. The NCUAQMD will complete submittals within 10 days of receipt, and payment for complete projects will be made within an additional 10 days, provided all requirements for payment have been met.

Annual Reporting Requirement

Grant recipients will be required to submit annual reporting to the NCUAQMD at 12, 24, and 36 month intervals, after the new school bus has been put into active service. The school bus will be considered in "active service" on the date the new school bus receives CHP certification. The grant recipients will be required to report the following information: mileage (odometer reading), maintenance, CHP certification status, renewable fuel quantities purchased and costs, at minimum. **The District will require the grant recipient to record the odometer reading of the new school bus at two dates each year: 1) The anniversary date the new school bus was placed into active service; and 2) On December 31st of each year.**

Renewable fuel purchase quantities will be verified using information and documentation provided with the required annual report. The grant recipient may request funds for incremental renewable fuel costs when they submit annual reporting. Requests must be received no later than March 1, 2021. Incremental renewable fuel costs accrued after this date are the sole responsibility of the grant recipients.

Questions?

If you have any questions or would like any additional information please contact the NCUAQMD by email at ruralschoolbus@ncuaqmd.org or by phone at (707) 443-3093.

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Marysville Joint Unified School District

Resolution 2018-19/11

**RESOLUTION ON SUFFICIENCY OF INSTRUCTIONAL MATERIALS
EDUCATION CODE SECTION 60119**

WHEREAS, the Board of Trustees of the Marysville Joint Unified School District held a public hearing on September 25, 2018, at 5:30 PM in order to comply with the requirements of *Education Code* Section 60119, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours; and

WHEREAS, the Board of Trustees provided at least a ten (10) day notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing; and

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

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

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

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the attached addendum; and

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

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

NOW, THEREFORE, BE IT RESOLVED that for the 2018-19 school year, the Marysville Joint Unified School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

THE FOREGOING RESOLUTION was passed and adopted at its regular meeting of the Board of Trustees of the Marysville Joint Unified School District on September 25, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Starkey, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

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Marysville Joint Unified School District Current Core Programs

2015 Reading/Language Arts/English Language Development Adoption

McGraw Hill, World of Wonders, ©2015, Gr. TK

McGraw Hill, Wonders, ©2015, Gr. K-6

Intervention: 2015 Reading/Language Arts/English Language Development Adoption

McGraw Hill, Reading Wonderworks, ©2015, RSP K-6

McGraw Hill, FLEX, ©2015, SDC 3-5

Reading/Language Arts/English Language Development Board Approval 7-8

EMC Publishing, LLC, Mirrors & Windows: Connecting with Literature, ©2016, Gr. 7-8, 5/9/17

Reading/Language Arts/English Language Development Board Approval 9-12

EMC Publishing, LLC, Mirrors & Windows: Connecting with Literature, ©2016, Gr. 9-12, 5/9/17

Worth Publishers, Hollywood Goes to High School, (Film as Literature, English 12) ©2005, 6/23/15

Intervention: Reading/Language Arts/English Language Development Adoption 9-12

Pearson, Inspire Literacy, iLit45, ©2018, 2/27/18

Advanced Placement Reading/Language Arts/English Language Development Board Approval 9-12

Bedford - St. Martin's, Literature & Composition, AP, ©2011, 6/23/15

Bedford - St. Martin's, Conversations in American Literature: Language, Rhetoric, Culture, AP, ©2014, 7/28/2015

Bedford - St. Martin's, 50 Essays: A Portable Anthology, AP, ©2011, 9/10/2013

2006 History/Social Science K-8

Pearson Scott Foresman, Scott Foresman History-Social Science for California, ©2006, Gr. K-5

Pearson Scott Foresman and Prentice Hall: California History-Social Science: myWorld Interactive ©2019, Gr. 6-8, 5/22/18

History/Social Science Board Approval 9-12

World History: Pearson World History, The Modern World ©2016, Gr. 9-12, 5/22/18

US History: Pearson United States History, The Twentieth Century ©2016, Gr. 9-12, 5/22/18

Economics: Pearson Economics, Principles in Action ©2016, Gr. 9-12, 5/22/18

Civics: Pearson Magruder's American Government ©2016, Gr. 9-12, 5/22/18

Advanced Placement History/Social Science Board Approval 9-12

Longman - Pearson, Government in America: People, Politics, and Policy 15th Edition AP Edition, ©2011, 2/3/2016

McGraw Hill, American History: Connecting with the Past - AP - 15th Edition, ©2015, 6/23/15

McGraw Hill, The Science of Psychology, AP, ©2014, 6/23/2015

Prentice Hall, Government in America, People, Politics, and Policy, 5th Edition, AP, ©2006, 9/12/2006

Worth Publishers, Krugman's Macroeconomics for AP, ©2015, 2/23/2016

2014 Mathematics Adoption K-8

Houghton Mifflin Harcourt, Go Math, ©2014, Gr. K~8

Mathematics Board Approval 9-12

Addison Wesley, Pre-Calculus 10/14/03

Integrated Mathematics I, II, III: (Big Ideas Learning, LLC) ©2016, 5/22/2018

Pearson Precalculus: Graphical, Numerical, Algebraic, Common Core, 9th Edition, ©2015, 7/19/2016

Prentice Hall, Calculus, ©2003, 10/14/03

Advanced Placement Mathematics Board Approval 9-12

Pearson, Calculus: Graphical, Numerical, Algebraic AP Edition, AP Calculus, ©2015, 11/17/2015

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2007 Science Adoption

MacMillan Macmillan/McGraw- California, Science, ©2008, Gr. K-5

Holt, Rinehart and Winston, California, Science Earth, Life, and Physical Science, ©2007, Gr. 6-8

Science Board Approval 9-12

Addison-Wesley, The Cosmic Perspective, Plus Mastering Astronomy with eText 7th Edition, Dual Enrollment YC, Introduction to Astronomy, ©2013, 1/26/2016

Cengage Learning, Agriscience Fundamentals and Applications – 5th Edition, ©2009, 2/24/15

Course Technology, 6th Edition, New Perspectives HTML and CCS, Dual Enrollment YC, Computer Science, Beginning Web Publishing, ©2011, 1/26/16

Delmar - Cengage Learning, Managing Our Natural Resources – 5th Edition, ©2009, 9/9/14

Delmar: Cengage Learning, Floriculture: Designing & Merchandising, ©2011, 2/24/2015

Delmar: Cengage Learning, The Science of Agriculture: A Biological Approach, ©2012, 5/10/2016

Holt, Rinehart, and Winston, Biology, ©2008, 1/24/07

Holt, Rinehart, and Winston, Chemistry, ©2007, 4/24/07

Holt, Rinehart, and Winston, Environmental Science, ©1996, 4/13/04

Holt, Rinehart, and Winston, Life Science, ©1986, 4/24/07

Holt, Rinehart, and Winston, Modern Earth Science, ©2002, 9/11/12

Holt, Rinehart, and Winston, Physical Science, ©2007, 4/24/07

Holt, Rinehart, and Winston, Physics, ©2007, 4/24/07

McDougal Littell, Biology, ©2007, 4/24/07

Pacemaker, Physical Science (Alternative Ed Only), ©2005, 5/23/06

Pearson Learning Solutions, Engineering, Dual Enrollment YC, Engineering 10, ©2013, 10/27/2015

Pearson, On Cooking: A Textbook of Culinary Fundamentals - 5th Edition, ©2015, 6/23/15

Pearson, Technology Skills for Success, ©2014, 7/28/2015

Pearson: Prentice Hall Interstate, Livestock & Companion Animals, ©2004, 2/24/2015

Prentice Hall, Earth Science (Geo Science), 4 ©2006, 4/24/07

Soil Science & Management, Sixth Edition, 6/27/17

Advanced Placement Science Board Approval 9-12

Brooks/Cole Cengage Learning, Zumdahl, AP Chemistry 9th Edition, ©2014, 8/13/13

Pearson, AP Edition, Campbell, Biology in Focus, AP, ©2014, 6/25/13

Foreign Language Board Approval 9-12

EMC Publishing, Somos Asis 2, 3, and 4, ©1994, 5/13/14, 5/17/94

Holt McDougal, ¡Avancemos! Spanish Course 1, 2, ©2013, 5/13/14, 6/23/15

Holt McDougal, ¡Avancemos! Spanish Course 3, ©2010, 5/13/14, 9/13/16

Holt McDougal, ¡Avancemos! Spanish Course 4, ©2013, 5/13/14, 5/24/16

Pearson, Abriendo Paso Temas y Lecturas/Gramatica, ©2013/14, 1/23/18

Advanced Placement Foreign Language Board Approval 9-12

Vista Higher Learning, TEMAS: AP Spanish Language and Culture, AP, ©2014, 2/23/2016

Electives Board Approval 9-12

Delmar: Cengage Learning, Soil Science and Management 6th Edition, ©2014, (CTE) 6/27/2017

Pearson Learning Solutions, Technology Skills for Success, Dual Enrollment YC, Computer Literacy ©2014, 7/28/2015

Pearson, On Cooking (Dual Enrollment YC, Culinary Art I, Culinary Art 2), ©2015, 6/23/17

Thompson, Introduction to Sports Medicine Taping and Bracing, ©2004, 10/22/13

Thomson Delmar Learning, Introduction to Medical Terminology, 1st Edition, ©2004, 4/8/14

Wadsworth Cengage Learning, Beginning Essentials Early Childhood Education, 2nd Edition, ©2013, 11/12/13

Health Board Approval 9-12

Poor Richard's Press, Positive Prevention Plus; Sexual Health Education for America's Youth for Middle School, ©2018, 11/14/2017

Health Board Approval 9-12

Globe Fearon Pearson Learning Group, Health: Pacemaker, ©2005, 3/12/13

Macmillan McGraw Hill, Glencoe, Health and Guide to Wellness, ©1994, 5/3/94

Poor Richard's Press, Positive Prevention Plus; Sexual Health Education for America's Youth for High School, ©2018, 11/14/2017

Pearson, Health: The Basics, 13th Edition, ©2018, 1/23/18

Unaudited Actuals
FINANCIAL REPORTS
2017-18 Unaudited Actuals
Summary of Unaudited Actual Data Submission

58 72736 0000000
Form CA

Following is a summary of the critical data elements contained in your unaudited actual data. Since these data may have fiscal implications for your agency, please verify their accuracy before filing your unaudited actual financial reports.

Form	Description	Value
CEA	Percent of Current Cost of Education Expended for Classroom Compensation Must equal or exceed 60% for elementary, 55% for unified, and 50% for high school districts or future apportionments may be affected. (EC 41372)	57.53%
	CEA Deficiency Amount Applicable to districts not exempt from the requirement and not meeting the minimum classroom compensation percentage - see Form CEA for further details.	\$0.00
ESMOE	Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Determination If MOE Not Met, the 2019-20 apportionment may be reduced by the lesser of the following two percentages: MOE Deficiency Percentage - Based on Total Expenditures MOE Deficiency Percentage - Based on Expenditures Per ADA	MOE Met
GANN	Adjustments to Appropriations Limit Per Government Code Section 7902.1 If this amount is not zero, it represents an increase to your Appropriations Limit. The Department of Finance must be notified of increases within 45 days of budget adoption.	\$0.00
	Adjusted Appropriations Limit	\$61,565,176.01
	Appropriations Subject to Limit	\$61,565,176.01
	These amounts represent the board approved Appropriations Limit and Appropriations Subject to Limit pursuant to Government Code Section 7906 and EC 42132.	
ICR	Preliminary Proposed Indirect Cost Rate Fixed-with-carry-forward indirect cost rate for use in 2019-20, subject to CDE approval.	7.03%

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UNAUDITED ACTUAL FINANCIAL REPORT:

To the County Superintendent of Schools:

2017-18 UNAUDITED ACTUAL FINANCIAL REPORT. This report was prepared in accordance with Education Code Section 41010 and is hereby approved and filed by the governing board of the school district pursuant to Education Code Section 42100.

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: Sep 11, 2018

To the Superintendent of Public Instruction:

2017-18 UNAUDITED ACTUAL FINANCIAL REPORT. This report has been verified for accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100.

Signed: _____
County Superintendent/Designee
(Original signature required)

Date: _____

For additional information on the unaudited actual reports, please contact:

For County Office of Education:

Violette Begley
Name
Director of Fiscal Services
Title
530-749-4856
Telephone
violette.begley@yubacoe.k12.ca.us
E-mail Address

For School District:

Jennifer Passaglia
Name
Director of Fiscal Services
Title
530-749-6125
Telephone
jpassaglia@mjustd.com
E-mail Address

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

Resolution 2018-19/12

On Motion by Trustee _____

Duly seconded by Trustee _____

**ADOPTING THE DISTRICT'S GANN LIMIT
(Pursuant to G.C. 7902.1)**

WHEREAS, in November 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII B to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriations limits, commonly called "Gann limits," for public agencies including school districts; and

WHEREAS, the District must establish a revised Gann limit for the 2017-18 fiscal year and a projected Gann limit for the 2018-19 fiscal year in accordance with the provisions of Article XIII B and applicable statutory law; and

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limit for the 2017-18 and 2018-19 fiscal years are made in accordance with applicable constitutional and statutory law; and

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the budget for the 2017-18 and 2018-19 fiscal years do not exceed the limitations imposed by Proposition 4; and

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this District.

APPROVED, PASSED, AND ADOPTED by the Board of Trustees of the Marysville Joint Unified School District, Yuba County, State of California, on this 11th day of September 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Gay Starkey, Superintendent
Secretary - Board of Trustees

Randy L. Rasmussen
President - Board of Trustees

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	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2016-17 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2016-17 Actual			2017-18 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	58,838,832.24		58,838,832.24			61,565,176.01
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	9,421.87		9,421.87			9,507.93
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2016-17			Adjustments to 2017-18		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2017-18 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2017-18 P2 Report			2018-19 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	9,136.56		9,136.56	9,312.44		9,312.44
2. Total Charter Schools ADA (Form A, Line C9)	371.37		371.37	370.91		370.91
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			9,507.93			9,683.35
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2017-18 Actual			2018-19 Budget		
1. Homeowners' Exemption (Object 8021)	179,267.48		179,267.48	176,357.00		176,357.00
2. Timber Yield Tax (Object 8022)	40,003.57		40,003.57	37,981.00		37,981.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	12,858,700.71		12,858,700.71	13,269,910.00		13,269,910.00
5. Unsecured Roll Taxes (Object 8042)	463,133.97		463,133.97	524,514.00		524,514.00
6. Prior Years' Taxes (Object 8043)	245.98		245.98	155.00		155.00
7. Supplemental Taxes (Object 8044)	0.00		0.00	0.00		0.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	1,965,823.65		1,965,823.65	2,831,474.00		2,831,474.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	72,196.84		72,196.84	72,197.00		72,197.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	15,579,372.20	0.00	15,579,372.20	16,912,588.00	0.00	16,912,588.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	15,579,372.20	0.00	15,579,372.20	16,912,588.00	0.00	16,912,588.00

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	2017-18 Calculations			2018-19 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			909,746.74			873,853.04
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates			909,746.74			873,853.04
23. TOTAL EXCLUSIONS (Lines C19 through C22)						
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	80,866,723.80		80,866,723.80	87,789,424.00		87,789,424.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(560,106.00)		(560,106.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	80,306,617.80	0.00	80,306,617.80	87,789,424.00	0.00	87,789,424.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	117,004,591.67		117,004,591.67	124,972,760.00		124,972,760.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	430,767.96		430,767.96	208,975.00		208,975.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			58,838,832.24			61,565,176.01
2. Inflation Adjustment			1.0369			1.0367
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0091			1.0184
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			61,565,176.01			64,998,990.94
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			15,579,372.20			16,912,588.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			1,140,951.60			1,162,002.00
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			46,895,550.55			48,960,255.98
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			46,895,550.55			48,960,255.98
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			230,859.67			110,334.72
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			15,810,231.87			17,022,922.72
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			46,664,690.88			48,849,921.26
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			15,810,231.87			
b. State Subventions (Line D8)			46,664,690.88			
c. Less: Excluded Appropriations (Line C23)			909,746.74			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			61,565,176.01			

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