

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
(*Superintendent Search*)

This agreement ("Agreement") is by and between the Marysville Joint Unified School District ("District") and Ric Teagarden ("Contractor") (together, "Parties").

RECITALS

1. District is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services that are required.
2. District is in need of such services and advice, and Contractor warrants that it is specially trained, licensed and experienced and competent to perform the services required by District.
3. Contractor agrees to perform the requested Services in accordance with this Agreement.

AGREEMENT

1. INCORPORATION OF RECITALS

The preceding recitals are incorporated as though fully set forth below.

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on April 8, 2019 ("Effective Date").
- b. Contractor shall commence providing Services under this Agreement as soon as reasonably possible after the date indicated in Paragraph 2.a., above, and shall diligently perform as required or requested by District until all Services have been completed to District's satisfaction.

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. **SCOPE OF SERVICES**

Contractor shall furnish to District the services described in Exhibit A ("Services"), which is attached and incorporated by this reference.

5. **COMPENSATION**

Contractor shall receive, for Services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed 2,500 ~~€~~ Dollars, to be computed pursuant to an hourly rate of N/A.

6. **INDEMNITY**

District shall indemnify Contractor from any claim relating to the subject matter of this Agreement, except to the extent that such claim arises out of or relates to the gross negligence, recklessness, or willful misconduct of Contractor, or deliberate breach of this Agreement by Contractor.

The Parties have executed this Agreement on the dates indicated below.

Marysville Joint Unified School District

Date: Apr. 1, 2019

By: _____

Print Name: Michael Hudson

Its: Asst. Supt. of Business Services

Ric Teagarden

Date: April 15, 2019

By: Richard D. Teagarden

Print Name: Richard D. Teagarden

Its: Contractor

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

To assist District's Board of Education in selecting and contracting with a Superintendent, Contractor shall provide the Services set forth below:

[Note: This list is subject to revision in light of the proposal selected by District and District's preferences, and should describe in detail the manner and timing of all services to be provided.]

1. Advertise District's recruitment of a Superintendent;
2. Review applications submitted for the position of Superintendent;
3. Participate in a committee for selection and interview of qualified persons who submitted an application for the position of Superintendent;
4. Assemble a list of proposed candidates for the position of Superintendent and submit this list to District's Board of Education for the Board of Education's final interview and consideration;
5. Those other services reasonably necessary to enable the Board of Education to satisfy the requirements of District Board Policy 2120 (adopted March 11, 2008), which is incorporated herein by reference as if fully set forth herein.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

<p>1 Name (as shown on your income tax return). Name is required on this line blank.</p> <p>Richard D. TEAGARDEN</p>	
<p>2 Business name/disregarded entity name, if different from above</p>	
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>5858 D. Marysville Rd.</p>	<p>Requester's name and address (optional)</p>
<p>6 City, state, and ZIP code</p> <p>Browns Valley, CA 95918</p>	
<p>7 List account number(s) here (optional)</p>	

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								

or

Employer identification number							
		-					

Part II	Certification
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Under penalties of perjury, I certify that:

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

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

**Sign
Here**

**Signature of
U.S. person ►**

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

2019 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee Information

Name

Richard D. TEAGARDEN

☒ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

5858 D. Marysville Rd.

City (If you have a foreign address, see instructions.)

Browns Valley, CA 95918

State ZIP code

CA

95918

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☒ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Richard D. TEAGARDENTelephone (530) 743-8607Payee's signature ▶ Richard D. TeagardenDate April 15, 2019



CONTRACT FOR SERVICES

Contract Number: 2019- 48291

This contract by and between Gaggle.Net, Inc. (Gaggle) and Marysville Joint Unified - Marysville CA (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle

Gaggle shall provide the Customer with services as outlined in quote number 48291 included as an appendix and incorporated herein for the duration of the contract term at a price guaranteed herein unless the service changes. In the event of change of services, the term of this agreement remains the same however pricing may vary. Gaggle will notify the Customer of any resulting changes in pricing prior to increase and service change.

2. Contract Term

Service Commencement Date: 2019-05-01

Service End Date: 2022-06-30

3. Services and Payment

Gaggle shall provide services as outlined by the Quote (appendix). Full annual payment is due and payable upon receipt of invoice. Customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation before the contract term start date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

This agreement provides for fixed pricing over the term of contract. The parties recognize that that the number of accounts may vary over the term of the contract. No amendment to pricing shall take place unless the number of active accounts varies by more than 20% from the original contract numbers.

4. Incorporation by Reference

Gaggle's applicable Quote, Terms of Service, and Service Level Agreement and are hereby acknowledged and incorporated into this contract by reference.

We respectfully require a signed contract on file before the start of any services.

Please sign and return this Contract for Services to our Director of Sales Operations, Jennie Eft, via e-mail jennie@gaggle.net or fax 309.665.0171.

Authorized Representative of Gaggle

Date

Authorized Representative for
Marysville Joint Unified - Marysville CA

Date

Business Services Department

Approval: MM

Date: 4/12/19

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Gaggle.Net, Inc.
P.O. Box 1352, Bloomington, IL 61702-1352
800-288-7750 Fax: 309-665-0171
FEIN: 04-3602422

Gaggle Quote # 48291

Prepared for

Marysville Joint Unified - Marysville CA

Service Details

Service Description	Quantity	Unit Price	Line Item Total:
Gaggle Safety Management for Google - Student (GSM for Email & Drive for 38 months)	6,000.00	\$17.42	\$104,520.00
Other (Multi-Year Discount)	1.00	\$-10,452.00	\$-10,452.00
Gaggle Safety Management for Google - Hangouts (GSM for Hangouts- High School only, 38 months)	2,000.00	\$9.50	\$19,000.00
Other (Multi-Year Discount)	1.00	\$-1,900.00	\$-1,900.00
One Time Setup Fee	1.00	\$4,350.00	\$4,350.00
		Total*	\$115,518.00

Pricing Term: Pro-rated

Service Term: 2019-05-01 - 2022-06-30

Valid Through: 2019-07-05

Additional Info: Pricing based on 3 years paid up front

*Does not include any applicable sales tax.



AMS.NET
Technology Solution Provider

AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Customer Price Quote

Customer

Marysville Joint Unified School District
1919 B St
Marysville, CA, 95901-3731 US
ATTN: Bryan Williams

Ship To

Marysville Joint Unified School District
1919 B St
Marysville, CA 95901-3731
ATTN: Bryan Williams

Quote Description

Multiple Sites - Avigilon Licenses - 88494

Merced Focus Contract 2015109

Quote # #Q-00034468

Project #	88494
Modified	3/13/2019
Account Mgr.	Jared Bayless
AM Phone	(925) 245-6186
AM Email	jbayless@ams.net
Inside Account Mgr.	Teri Edwards
IAM Phone	(925) 245-6149
IAM Email	tedwards@ams.net
Quote Exp.	6/10/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Avigilon ACC6-ENT, Licenses					
1	48C-ACC6-ENT ACC 6 Enterprise license for up to 48 camera channels	Avigilon	14.00	\$9,341.50	\$130,781.00
2	24C-ACC6-ENT ACC 6 Enterprise license for up to 24 camera channels	Avigilon	1.00	\$4,686.50	\$4,686.50
3	4C-ACC6-ENT ACC 6 ENT, 4 Cameras	Avigilon	1.00	\$808.50	\$808.50

AMS FREIGHT

4	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$136,276.00
Adjustment	\$0.00
Estimated Taxes	\$0.00
Total	\$136,276.00

Business Services Department

Approval: MM

Date: 4/12/19

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RENAISSANCE®

Quote
2053963

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Marysville Joint Unified School District - 288097

1919 B St

Marysville, CA 95901-3731

Contact: Lennie Tate - (530) 741-6000

Email: ltate@mjuds.k12.ca.us

Reference ID: 354881

Created: 04/02/2019

Quote Summary

School Count: 21

Renaissance Products & Services Total	\$187,035.00
Applied Discounts	\$(13,482.95)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$173,552.05

This quote includes: Renaissance Accelerated Reader 360, Renaissance English in a Flash and Renaissance Star 360.

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, you

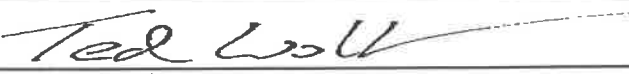
- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: []


Renaissance Learning, Inc.	Marysville Joint Unified School District - 288097
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 04/02/2019	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036

Fax: (877)280-7642

Email: electronicorders@renaissance.com

Business Services Department

Approval: 

Date: 4.10.19

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RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2053963

If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

RENAISSANCE®

Quote
2053963

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2053963

Quote Details

Renaissance Applications

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Accelerated Reader 360 Subscription Renewal	07/01/2019 - 06/30/2020	5,600	\$9.90	\$(4,435.23)	\$51,004.77
EIAF Service Real Time Subscription Renewal	07/01/2019 - 06/30/2020	1,400	\$2.70	\$(113.40)	\$3,666.60
Star 360 Subscription Renewal	07/01/2019 - 06/30/2020	8,000	\$13.96	\$(8,934.32)	\$102,745.68
Renaissance Applications Total				\$(13,482.95)	\$157,417.05

Platform Services

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Annual All Product Renaissance Platform Renewal	07/01/2019 - 06/30/2020	21	\$635.00	\$0.00	\$13,335.00
Platform Services Total				\$0.00	\$13,335.00

Data Integration Services

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Data Integration Maintenance Fee Level 3 (4001-8000 Students)	07/01/2019 - 06/30/2020	1	\$2,800.00	\$0.00	\$2,800.00
Data Integration Services Total				\$0.00	\$2,800.00

Professional Services

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Smart Start Product Training (included with purchase)		21	\$0.00	\$0.00	\$0.00
Professional Services Total				\$0.00	\$0.00

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Migrant Education Plan

Marysville MEP 2019-20

July 1, 2019 - June 30, 2020

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Business Services Department

Approval: MM

Date: 4.16.19

Section 1: General Information

Short Description: Marysville MEP 2019-20
Subgrantee Type: District with a MOU
Region: 2 - Butte County Office of Education
County: Yuba
District: Marysville Joint Unified
Performance Period Allocation (85%): \$ 27,775
Carryover: \$ 0
Student Leadership: \$ 0
School Readiness Amount: \$ 2,025
Family Biliteracy Grant Extension: \$ 0
Speech and Debate: \$ 0
Regional Parent Conference: \$ 0
Other: \$ 0
Total Amount Allocated: \$ 29,800

Who is the subgrantee contact?

Name: Lennie Tate
Title: Executive Director, Educational Services
Phone: (530) 749-6902
Fax: (530) 741-7853
Email: ltate@mjUSD.k12.ca.us

Section 2: Allocation & Student Profile

District	Type	Allocation	Students		
			PFS	Non-PFS	Total
Marysville Joint Unified	MOU	\$29,800	8	80	88
		0-2yrs	0	0	0
		3-5yrs	0	9	9
		K	0	6	6
		1	0	5	5
		2	0	7	7
		3	0	4	4
		4	0	4	4
		5	0	8	8
		6	0	6	6
		7	1	4	5
		8	1	2	3
		9	0	11	11
		10	0	5	5
		11	3	3	6
		12	0	6	6
		Out of School Youth	3	0	3
		Ungraded	0	0	0
		Parent/Guardian	0	0	0

Section 6: Summer/ Intersession

1. Intensive Reading Intervention

Provide an overview description of your service/allowable activity.

Services described in the MOU are distinct in that they are the educationally related activities provided to migrant students to enable them to succeed in school. Because student success is the overarching goal of the Migrant Education Program, services are a vital aspect of the program. Priority is given to migrant children who are failing or are most at risk of failing and whose education has been interrupted during the regular school year. The MOU defines the projected program budget and activities that will occur during July 2019 and August 2019. The program described is a joint effort between the MJUSD and Butte County Migrant Education to provide a summer intensive intervention reading program for an estimated 150; K – 8th grade MJUSD students currently reading below the third grade level, approximately 30 qualify for Migrant Education Services. In order to ensure appropriate high quality services are provided, student numbers, grade levels, dates of service and staffing numbers may be modified or canceled. The MJUSD will receive reimbursement through Migrant Education for services up to \$29,800 for 2019. Student day is scheduled to begin at 8:00AM and end by noon with breakfast and lunch. Students will receive at least 180 minutes of English language instruction and 180 minutes of science instruction. Teacher day will begin at 7:30 and end at 12:30. A day of professional development is planned for the the Intensive Intervention English Curriculum and science curriculum before instruction begins. The summer reading intervention program for struggling readers is intensive, with students attending 200 minutes per day for a series of four weeks.

When is this service/allowable activity offered?

Summer

What type of service/allowable activity is this?

Instructional

Note: Instructional services are those educational activities for preschool age children and instruction in elementary and secondary schools, such as tutoring before and after school. MEP Fiscal Handbook

Which service areas does this activity address?

- ☒ SSDP Focus Area: English Language Arts
- ☐ SSDP Focus Area: Mathematics
- ☐ SSDP Focus Area: English Language Development
- ☐ SSDP Focus Area: High School Graduation/Dropout
- ☐ SSDP Focus Area: Out of School Youth
- ☐ SSDP Focus Area: Parent and Family Engagement
- ☐ SSDP Focus Area: Student Engagement
- ☐ Other

When will the service/allowable activity be provided?

- ☐ After School
- ☐ Before School
- ☐ Saturday
- ☒ Other:
SUMMER

Where would the service/allowable activity be provided?

- ☐ Home-based
- ☒ Site/Center-based
- ☒ District-wide
- ☐ Region-wide

List all the Districts/Schools that will receive this service/allowable activity:

Site is scheduled to be Linda Elementary, however site may change based on district need.

What is the need for this service/allowable activity based on the data?

17

Students are reading more than two years below grade level and need Intensive Instructional Intervention in English Language Arts.

Based on Renaissance STAR and Early Literacy Reading Inventories, 79% of Migrant Education students are reading below grade level.

Plan

Describe the plan for this service/allowable activity

Key skills to be learned:

This intensive intervention reading program builds reading comprehension, academic vocabulary and writing skills for unsuccessful readers in grades 5 and up. The program incorporates instruction in the five essential components of successful reading intervention outlined by the National Reading Panel—phonics, phonemic awareness, reading fluency, reading comprehension, and vocabulary.

Student/teacher ratio:

Class size will be limited to a maximum of 10 - 25 students per classroom teacher.

Instructional strategies:

Planning and data management tools are embedded into instruction and help educators set academic and behavioral goals, customize benchmarks, monitor student progress, and differentiate instruction. Teachers will use grouping strategies, reading strategies, choral reading, computer groups, small group and large group instruction. This summer program pairs powerful adaptive technology with teacher-led instruction. It is designed to provide personalized, purposeful instruction to accelerate reading success. It provides individualized digital experiences that engage students and ensure the mastery of critical reading skills.

Student grouping method:

A typical session begins with the whole class working together with the teacher. Then, the class breaks up into small groups. Each group takes a turn reading independently, working independently on computers or tablets and working together in teacher-led small groups. At the end of the session, the whole class comes together again, with the teacher, to wrap up the day. Students will be grouped by ability level. Using Response to Intervention Strategies, students will be regularly assessed to move on to the appropriate instructional model. Based on need, students may stay with one teacher, or move onto to other classrooms.

How instruction will be differentiated:

A student's day in the classroom has four main parts: Whole-Group Learning, Small-Group Learning, Independent Reading, and work in the Student Application.

WHOLE- AND SMALL-GROUP INSTRUCTION

During Whole- and Small-group Learning, teachers provide direct instruction.

After beginning the session with the whole class, students work independently on three rotations: the Student Application, Small-Group Learning, and Independent Reading.

As students work in the Student Application, the software tracks their progress, reports data to their teacher, and customizes instruction to meet their needs.

INDEPENDENT READING

During Independent Reading, students can choose a grade-appropriate text from the Independent Reading library. All digital texts have supportive features, such as audio, highlighting, and a clickable glossary, to help students as they read independently.

SMALL-GROUP LEARNING

In this rotation, students work with their teachers to deeply analyze texts, master new vocabulary, and demonstrate writing knowledge.

Other strategies besides the SSDP strategies identified for the focus areas:

During the instructional day, students will also choose from a variety of enrichment activities, including science, art, computers, and physical education.

What SSDP strategies will be used to deliver this service/allowable activity?

English Language Arts

- ☒ **Principle Strategy 1.0** - Provide supplementary ELA services with a focus on reading and writing for migratory students with targeted intervention for students who are scoring Below or Near Standard.
- ☐ **Strategy 1.1** - Provide migratory students with opportunities to read various types of expository texts (e.g., description, comparison, cause and effect, problem and solution).
- ☐ **Strategy 1.2** - Provide migratory students with opportunities to write within various contexts. Integrate explicit instruction for one writing genre unit for program services as appropriate. For example, supplementary science technology engineering and mathematics services should have a strong writing component focusing on expository writing.
- ☐ **Strategy 1.2a** - Provide students with a rubric that outlines the elements required by the genre to write a proficient example and identifies what is needed for different levels of writing proficiency.
- ☐ **Strategy 1.3** - Provide training in writing instruction during staff development workshops to ensure that migratory teachers and instructional aides provide clear, structured writing instruction.

What evidence-based curriculum will be used in this instructional service?

The supplemental program is specifically for use in the Migrant Education Summer Program. The online licenses will expire at the end of the MEP Summer program. The program is a researched and state approved, evidence-based intensive intervention curriculum will be used in this instructional service.

Service/ Allowable Activity Staff Development

What are the specific staff development activities?

Teachers will attend 6 hours of In-service prior to the beginning of summer school learning the instructional strategies of the intensive intervention and science programs. Instructional strategies include, but are not limited to the following.

1. Setting Objectives
2. Reinforcing Effort/Providing Recognition
3. Cooperative Learning Strategies
4. Cues, Questions & Advance Organizers

What dates approximately will the staff development take place?

Date

08/2019

Service/ Allowable Activity Evaluation Plan

What is the expected outcome specific to this service/allowable activity?

Based on PRE and POST assessment data through the program students will increase their grade level equivalency in reading.

Local Quantitative Measures and Performance Targets

Local Quantitative Measure	Local Performance Target
Pre and Post Assessment	100% of students attending the full summer program will increase grade level equivalency in reading as evidenced on pre and post assessment data.

Local Qualitative Measures and Performance Targets

Local Qualitative Measure	Local Performance Target
---------------------------	--------------------------

Local Qualitative Measure	Local Performance Target
---------------------------	--------------------------

Survey

Students will be surveyed on their feeling of success in reading and their expectations for growth.

Service/ Allowable Activity Migrant Students Served

For this activity, what is the number of students served at each level?

Please specify the number of students that are priority for service (PFS) students and non-PFS students.

Grade	PFS	Non-PFS	Total
Pre	0	0	0
K	0	0	0
1	0	0	0
2	0	0	0
3	0	0	0
4	0	0	0
5	0	9	9
6	0	6	6
7	0	10	10
8	0	9	9
9	0	0	0
10	0	0	0
11	0	0	0
12	0	0	0
Out of School Youth	0	0	0
Ungraded	0	0	0
Total	0	34	34

Service/ Allowable Activity Time

Grade Levels	Students Served	Activity Dates	Sessions	Minutes/ Session	Total Minutes
K - 8	34	07/08/2019 - 08/02/2019	20	200	4,000

Service/ Allowable Activity Staffing Plan

Instructional Service Staffing: Identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).

What migrant-funded staffing will support this service/allowable activity?

Title	Classification	Number of	
		Staff	FTE
Teacher	Certificated	2	2.00
Paraprofessional	Classified	2	2.00
Bilingual Support Specialist	Classified	1	1.00

Support Service Staffing: Identify the staff positions needed to provide support for the service described above (see Fiscal Handbook).

What migrant-funded staffing will support this service/allowable activity?

Title	Classification	Number of	
		Staff	FTE
Bus Driver	Classified	1	1.00

Service/ Allowable Activity Budget Detail

20

Object Code	Description & Itemization of costs	Amount
1100 Teachers	(2 Teachers Total) 2 Teachers X 5 Hours X 21 Days X \$53 = 11130	\$11,130
2100 Instructional Aides	2 Paraprofessionals X \$17.00 X 21 days X 4 hours = 2,856	\$2,856
2200 Support Services Salaries	Bilingual Support Specialist 5 hours X \$22 X 21 Days = 2310	\$2,310
2900 Other Classified Salaries	Bus Driver 1 Bus Driver @ \$38.00 X 4 hours X 20 Days	\$3,040
3000 Employee Benefits	2 Paraprofessionals X \$6.5 X 21 days X 4 hours = 1,092	\$1,092
3000 Employee Benefits	2 Teachers X 5 Hours X 21 Days X \$12.25 = 2,572.5	\$2,573
3000 Employee Benefits	Bilingual Support Specialist 5 hours X \$7.2 X 21 Days = 756.00	\$756
5800 Prof/Cons/Serv & Operating Exp.	Transportation Cost per mile at J-1 rate 30 miles X 20 Days X \$2.00	\$1,200
	Total:	\$24,957

Section 8: School Readiness Summer/ Intercession

1. Early Literacy Preparedness

Provide an overview description of your service/allowable activity.

The MJUSD Child Development Program would utilize the \$2025 Migrant Funds to facilitate literacy development, facilitate mathematics development, increase knowledge of animal habitats and promote foundational concepts such as larger/smaller, shapes, opposites, and colors.

Our plan to promote the aforementioned skills would include the purchase of the following four book sets from Kaplan Early Learning Company: Tana Hoban, Eric Carle, Nature Babies, and Crayola Concepts.

Our Child Development Preschool teachers would then develop Circle Time and Small Group activities using these engaging books that would enhance learning and additional skills for approximately 450 of our preschool students.

When is this service/allowable activity offered?

Summer

What type of service/allowable activity is this?

Support Service

Note: Instructional services are those educational activities for preschool age children and instruction in elementary and secondary schools, such as tutoring before and after school. MEP Fiscal Handbook

Which service areas does this activity address?

☒ SSDP Focus Area: School Readiness

When will the service/allowable activity be provided?

☐ After School

☐ Saturday

☐ Before School

☒ Other:

Summer

Where would the service/allowable activity be provided?

☒ Home-based

☐ District-wide

☐ Site/Center-based

☐ Region-wide

What is the need for this service/allowable activity based on the data?

The wide variety of books will expose students to real life pictures of animals in their own involvement, playfully involve students using the predictable texts and will enable students to creatively explore patterning, counting and sorting with Crayola crayons.

Plan

Describe the plan for this service/allowable activity

Key skills to be learned:

Kindergarten Readiness to facilitate literacy development, facilitate mathematics development, increase knowledge of animal habitats and promote foundational concepts such as larger/smaller, shapes, opposites, and colors.

Student/teacher ratio:

10:1

Instructional strategies:

23

Our Child Development Preschool teachers would then develop Circle Time and Small Group activities using

these engaging books that would enhance learning and additional skills for approximately 450 of our preschool students.

Student grouping method:

Our Child Development Preschool teachers would then develop Circle Time and Small Group activities using these engaging books that would enhance learning and additional skills for approximately 450 of our preschool students.

How instruction will be differentiated:

Our Child Development Preschool teachers would then develop Circle Time and Small Group activities using these engaging books that would enhance learning and additional skills for approximately 450 of our preschool students.

Other strategies besides the SSDP strategies identified for the focus areas:

The wide variety of books will expose students to real life pictures of animals in their own involvement, playfully involve students using the predictable texts and will enable students to creatively explore patterning, counting and sorting with Crayola crayons.

What SSDP strategies will be used to deliver this service/allowable activity?

School Readiness

- ☒ **Principle Strategy 7.0** - Offer primary and secondary language services for dual language learners (during a time when parents are available to participate).
- ☐ **Strategy 7.1** - Provide training and resources to parents:
 - Workshops to increase awareness of school readiness skills including the importance of and strategies to develop primary language skills
 - Workshops to teach strategies that support early learning at home
- ☐ **Principle Strategy 8.0** - Include social emotional development strategies in school readiness services.
- ☐ **Strategy 8.1** - Provide training and resources to parents:
 - Workshops to increase social emotional well-being for students
 - Workshops to teach strategies that support early learning at home

What evidence-based curriculum will be used in this instructional service?

The MJUSD Child Development Program would utilize the \$2025 Migrant Funds to facilitate literacy development, facilitate mathematics development, increase knowledge of animal habitats and promote foundational concepts such as larger/smaller, shapes, opposites, and colors.

Service/ Allowable Activity Staff Development

What are the specific staff development activities?

Not Applicable

What dates approximately will the staff development take place?

Date

Service/ Allowable Activity Evaluation Plan

What is the expected outcome specific to this service/allowable activity?

Families will be surveyed for student engagement and support.

24

Local Quantitative Measures and Performance Targets

Local Quantitative Measure	Local Performance Target
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Survey Engaged learners based on survey results.

Local Qualitative Measures and Performance Targets

Local Qualitative Measure	Local Performance Target
---------------------------	--------------------------

Survey Student and parent survey based on student engagement.

Service/ Allowable Activity Migrant Students Served

For this activity, what is the number of students served at each level?

Please specify the number of students that are priority for service (PFS) students and non-PFS students.

Grade	PFS	Non-PFS	Total
Pre	0	0	0
K	0	0	0
1	0	0	0
2	0	0	0
3	0	0	0
4	0	0	0
5	0	0	0
6	0	0	0
7	0	0	0
8	0	0	0
9	0	0	0
10	0	0	0
11	0	0	0
12	0	0	0
Out of School Youth	0	0	0
Ungraded	0	0	0
Total	0	0	0

Service/ Allowable Activity Time

Grade Levels	Students Served	Activity Dates	Sessions	Minutes/ Session	Total Minutes
0-2yrs - 3-5yrs	9	07/01/2019 - 08/08/2019	20	30	600

Service/ Allowable Activity Staffing Plan

Instructional Service Staffing: Identify the staff positions needed to provide the instructional service described above (see Fiscal Handbook).

What migrant-funded staffing will support this service/allowable activity?

Title	Classification	Number of	
		Staff	FTE

Support Service Staffing: Identify the staff positions needed to provide support for the service described above (see Fiscal Handbook).

What migrant-funded staffing will support this service/allowable activity?

Title	Classification	Number of	
		Staff	FTE

Service/ Allowable Activity Budget Detail

25

Object Code	Description & Itemization of costs	Amount
4200 Books & Reference Materials	Our plan to promote the aforementioned skills would include the purchase the following four book sets from Kaplan Early Learning Company: Tana Hoban, Eric Carl, Nature Babies, and Crayola Concepts.	\$2,025
	Total:	\$2,025

Section 10: Identification and Recruitment

For this section include any and all Identification and Recruitment (I&R) activities that will be provided during the school year

Eligible migrant students will be identified and recruited in a proper and timely manner.

To qualify for the Migrant Education Program, a child is considered "migratory" if his or her parent or guardian is a migratory worker in the agricultural, dairy, lumber, or fishing industries or the child is actually a migratory out-of-school youth (OSY) who works in agricultural, dairy, lumber, or fishing industries. In addition, the youth or family must have a qualifying move during the past three years. A qualifying move can range from moving across school district boundaries or from one state to another for the purpose of finding temporary or seasonal employment. The eligibility period for the MEP is three years from the date of the last move, and eligibility is established through an interview conducted by a migrant education recruiter who visits the home, employment, or other community locations.

I & R Program Overview

Provide an overview of your organizational structure, including the activities and personnel that are administered locally and the activities and personnel that are administered by subgrantees through a DSA or MOU if applicable.

I & R Quality Control Plan

Provide a copy of the Regions I & R Quality Control Plan as a separate document to the application. *The Regions Plan may be modeled after the States Quality Control Plan; however, the States Plan may not be substituted in lieu of the Regions Plan.*

Title	File Name	Last Update
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District Staff Roles in the I & R Quality Control Process

What are the roles and responsibilities of your I & R staff members within the region's or district's quality control processes?

Describe how you will utilize I & R staff to identify and recruit eligible migrant students; include the community and school-based activities.

Local Community

What are the characteristics of the community in your local recruiting area?

Migration Pattern Adjustment

What strategies will your I & R staff employ to look for families outside the traditional locales? In some communities, migration patterns are well established and recruiters know where migrant families and youths live; however, migration, employment, and housing patterns change over time.

Regional I & R Coordination

How will your I & R staff coordinate recruitment activities with local districts to create effective recruitment partnerships? How do you ensure that recruitment efforts are robust without being duplicative?

Recruitment Activities

Provide the numbers of individuals assigned to conduct eligibility interviews and make eligibility determinations, the full-time equivalent that they spend performing I & R activities, and how and where the recruiting is carried out.

28

Type	Number of Staff	FTE	Description
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I & R Staff

Please provide the number of staff in each I&R supervisory and control staff position, the full-time equivalent that they spend performing I&R activities, and the specific tasks carried out in each position. (Note: the budget for I&R activities is part of the Administration section of this application.)

Title	Number of		Description
	Staff	FTE	

I & R Budget

What is the specific budget for I&R activities?

Object Code	Description & Itemization of costs	Amount
-------------	------------------------------------	--------

Total: \$0

Section 11: Parent Advisory Council

Explain how parents and community members are recruited and selected for membership in the PAC. Provide local timelines to ensure PAC compliance with State regulations.

Describe the PAC involvement in the review of the Needs Assessment, planning, and development of the regional application, implementation of services provided to students, and program evaluation.

What are the specific staff development activities planned based on local data? What are the expected outcomes?

What are the specific PAC member development activities to meet the need? Include dates, vendors, or providers if applicable.

Topics for PAC and Staff Development Activities

- ☐ Review key provisions of Title I Part, C ESSA (New)
- ☐ Identifying local needs of migratory students and parents: data analysis and determining strategies to meet identified needs.
- ☐ Meeting engagement, management and facilitation (applicable, such as Greene Act)
- ☐ Instructional strategies for use with parent groups
- ☐ Leadership workshops
- ☐ Other

PAC Members

Include a list of PAC member's names.

District/ School	First Name	Last Name	Eligible Migrant Parent?
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PAC Staffing

What migrant-funded staffing will support PAC activities?

Title	Classification	Staff
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PAC Budget

What is the specific budget for PAC activities? (Costs related to SPAC conference are not included in this section.)

Object Code	Description & Itemization of costs	Amount
-------------	------------------------------------	--------

Total: \$0

30

Section 13: Administration: Staffing Plan

Indirect Cost Charges

Approved Indirect Rate 7.03 %

Place a checkmark next to services rendered by indirect cost charges

- | | |
|--|--|
| <input checked="" type="checkbox"/> Accounting and budgeting | <input checked="" type="checkbox"/> Communications |
| <input checked="" type="checkbox"/> Payroll preparation | <input checked="" type="checkbox"/> Technology support |
| <input type="checkbox"/> Personnel management | <input type="checkbox"/> Other: (List Below) |
| <input checked="" type="checkbox"/> Purchasing | |
| <input checked="" type="checkbox"/> Data Processing | |
| <input checked="" type="checkbox"/> Warehousing | |
| <input type="checkbox"/> Facilities | |
| <input checked="" type="checkbox"/> Maintenance | |

☒ I certify that the business office was consulted to determine indirect cost charged items.

Administration Staffing Plan

Personnel Needed to Administer ALL Services Described in the Application

Identify personnel needed to administer all services. A MEP administrator is a professional staff member, other than a teacher or counselor. A MEP administrator may have administrative duties, such as a project director or regional director. Generally, if the personnel are MEP funded professional staff, not paraprofessionals, and they perform MEP administrative duties, then the LEA may consider them as MEP administrators in their job classifications. (See fiscal handbook)

Title	Type(s)	Classification	Number of	
			Staff	FTE

Administration Budget Detail

Please identify all costs related to administration of all services of the MEP for the Regular School Year, Summer School, etc. For each line item, refer to and use the object codes provided in the instructions.

Summer/ Intersession

Object Code	Description & Itemization of costs	Amount
7000 Indirect Cost	Indirect Cost Rate is 7.03%	\$1,957
Total:		\$1,957

Section 14: Legal Assurances & Certifications

<https://www.cde.ca.gov/fg/fo/r28/documents/legalassurance1920.docx>

Upload signed Legal Assurances

Title	File Name	Last Update
MJUSD Legal Assurances	MJUSD_Legal_Assurances.pdf	04/12/2019 9:04 AM

Migrant Education Program Inventory list

Title	File Name	Last Update
Equipment	Equipment.pdf	04/16/2019 11:21 AM

Official Job duty statements from the local Human Resources office for all MEP staff

Title	File Name	Last Update
Para Educator	Para_Educator.pdf	04/16/2019 11:13 AM
Bilingual Support Specialist	Bilingual_Support_Specialist.pdf	04/16/2019 11:14 AM
Bus Driver	Bus_Driver.pdf	04/16/2019 11:14 AM
Teacher	Teacher.pdf	04/16/2019 11:14 AM

Per the Migrant Data Security Guidance Letter released on May 12, 2016, the California Department of Education (CDE) Migrant Education Office (MEO) is requesting from the Migrant Education Program (MEP) subgrantees the current Data Device Inventory Information for data devices purchased with migrant funds.

The migrant program will upload the migrant data device inventory, updated for the current fiscal year, if applicable.

If migrant fund was used to purchase data devices that are used to access, store, and/or process student personally identifiable information for the past five year starting from the current fiscal year, the RA and DFDSA migrant programs must upload the latest migrant device inventory in the template provided by the state Migrant Education Office via the link in orange color. This inventory must contain all migrant data devices, including those from the DSAs and MOUs.

For a DSA/MOU district, the migrant program must upload the latest migrant device inventory in the template provided by the state Migrant Education Office via the link in orange color. This district level migrant data device inventory may be filed by the regional office for record keeping. The district may consult with the regional office for inventory completion guidance.

[Inventory Template](#)

Migrant Data Device Inventory

Title	File Name	Last Update
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Organizational Chart of Migrant Education

Title	File Name	Last Update
Organizational Chart	Organizational_Chart.pdf	04/16/2019 11:09 AM

[Migrant Education Program Summer Waiver Request Form](#)

Summer Waivers

Title	File Name	Last Update
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Cover Page

The cover page is created when the plan is approved.

Once it is created, the plan creator uploads the cover page signed by the Superintendent or Designee and Parent Council Representative.

Finally, the Migrant Education Program Director or Designee signs the cover page and this final version is uploaded.

[Download current cover page.](#)

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Section Budget Summary

Object Code	Description	Amount Service & Activity	Amount Admin	Total
1000-1999 Certificated Personnel Salaries				
1100	Teachers	\$11,130	\$0	\$11,130
1200	Pupil Support Services	\$0	\$0	\$0
1300	Supervisor/Administrators	\$0	\$0	\$0
1900	Other Certificated Salaries	\$0	\$0	\$0
	Subtotal 1000-1999	\$11,130	\$0	\$11,130
2000-2999 Classified Salaries				
2100	Instructional Aides	\$2,856	\$0	\$2,856
2200	Support Services Salaries	\$2,310	\$0	\$2,310
2300	Supervisor/Administrators	\$0	\$0	\$0
2400	Clerical, Technical and Office Staff	\$0	\$0	\$0
2900	Other Classified Salaries	\$3,040	\$0	\$3,040
	Subtotal 2000-2999	\$8,206	\$0	\$8,206
3000-3999 Benefits				
3000	Employee Benefits	\$4,421	\$0	\$4,421
3100	Other Benefits	\$0	\$0	\$0
3200	Other Classified Benefits	\$0	\$0	\$0
3300	Other Benefits	\$0	\$0	\$0
3400	Other Benefits	\$0	\$0	\$0
3500	Other Benefits	\$0	\$0	\$0
3600	Other Benefits	\$0	\$0	\$0
3700	Other Benefits	\$0	\$0	\$0
3800	Other Benefits	\$0	\$0	\$0
3900	Other Benefits	\$0	\$0	\$0
	Subtotal 3000-3999	\$4,421	\$0	\$4,421
4000-4999 Books and Supplies				
4100	Textbooks Curricula Materials	\$0	\$0	\$0
4200	Books & Reference Materials	\$2,025	\$0	\$2,025
4300	Materials & Supplies	\$0	\$0	\$0
4400	Noncapitalized Equipment	\$0	\$0	\$0
4700	Food	\$0	\$0	\$0
	Subtotal 4000-4999	\$2,025	\$0	\$2,025
5000-5999 Services and Other Operating Expenditures				
5100	Subagreements for Services	\$0	\$0	\$0
5200	Travel & Conferences	\$0	\$0	\$0
5300	Dues & Memberships	\$0	\$0	\$0
5400	Insurance	\$0	\$0	\$0
5500	Operations & Housekeeping Services	\$0	\$0	\$0
5600	Rentals, Leases, Repairs & Noncap Imp	\$0	\$0	\$0
5700	Transfers of Direct Costs	\$0	\$0	\$0

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Object Code	Description	Amount Service & Activity	Amount Admin	Total
5800	Prof/Cons/Serv & Operating Exp.	\$1,200	\$0	\$1,200
5900	Communications	\$0	\$0	\$0
Subtotal 5000-5999		\$1,200	\$0	\$1,200
6000-6999 Capital Outlay				
6000	Capital Outlay	\$0	\$0	\$0
6100	Other Capital Outlay	\$0	\$0	\$0
6200	Other Capital Outlay	\$0	\$0	\$0
6300	Other Capital Outlay	\$0	\$0	\$0
6400	Other Capital Outlay	\$0	\$0	\$0
6500	Other Capital Outlay	\$0	\$0	\$0
6600	Other Capital Outlay	\$0	\$0	\$0
6700	Other Capital Outlay	\$0	\$0	\$0
6800	Other Capital Outlay	\$0	\$0	\$0
6900	Other Capital Outlay	\$0	\$0	\$0
Subtotal 6000-6999		\$0	\$0	\$0
SUB-TOTAL		\$26,982	\$0	\$26,982
7000 Indirect Cost				
7000	Indirect Cost	\$0	\$1,957	\$1,957
7300	Indirect on District Subagreements	\$0	\$0	\$0
TOTAL		\$26,982	\$1,957	\$28,939

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Section 14: Legal Assurances & Certifications

Legal Assurances

MJUSD Legal Assurances



Home / Finance & Grants / Funding / Funding Tools & Materials

Drug Free Workplace

Certification regarding state and federal drug-free workplace requirements.

Note: Any entity, whether an agency or an individual, must complete, sign, and return this certification with its grant application to the California Department of Education.

Grantees Other Than Individuals

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *Code of Federal Regulations (CFR)* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
 - Establishing an on-going drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace
 - The grantee's policy of maintaining a drug-free workplace
 - Any available drug counseling, rehabilitation, and employee assistance programs
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
 - Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a)
 - Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - Abide by the terms of the statement
 - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction
 - Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
 - Taking one of the following actions, as to any employee who is convicted, within 30 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction:
 - Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), as amended; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law

enforcement, or other appropriate agency

- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Grantee must ensure all such site(s) are identified.

Place of Performance (street address, city, county, state, zip code)

Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901 Yuba County

Check ☐ if there are workplaces on file that are not identified here.

Grantees Who Are Individuals

As required by Section 8355 of the *California Government Code* and the Drug-Free Workplace Act of 1988, and implemented at 34 *CFR* Part 84, Subpart F, for grantees, as defined at 34 *CFR* Part 84, Sections 84.105 and 84.110

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction to every grant officer or designee, in writing, within 10 calendar days of the conviction. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Applicant: Marysville Joint Unified School District

Name of Program: Migrant Ed

Printed Name and Title of Authorized Representative: Lenora Tate

Signature: [Signature] Date: 4/12/19

CDE-100DF (May-2007) - California Department of Education

Questions: **Funding Master Plan | fmp@cde.ca.gov | 916-322-5111**

Last Reviewed: Wednesday, October 17, 2018



Home / Finance & Grants / Funding / Funding Tools & Materials

General Assurances 2018-19

General Assurances and Certifications required for grants supported by state or federal funds in 2018-19


1. Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 1, Subchapter 4 (commencing with §30) of Division I of Title 5, California Code of Regulations (5 CCR).
2. Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the local educational agency (LEA) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the California Education Code (EC), as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
3. Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
4. Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
5. Programs and services for individuals with disabilities are in compliance with the disability laws. (Public Law (PL) 105-17; 34 Code of Federal Regulations (34 CFR) 300, 303; and Section 504 of the Rehabilitation Act of 1973)
6. When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 114-95 §1118(b)(1))
7. All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
8. Schoolsite councils have developed and approved a Single Plan for Student Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (EC §64001)
9. The LEA will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (5 CCR, §4202)
10. The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 CFR 76.722, 76.730, 76.731, 76.760; 2 CFR 200.333)
11. The local governing board has adopted written procedures to ensure prompt response to complaints within 60 calendar days, and has disseminated these procedures to students, employees, parents or guardians,

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district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (5 CCR, §4600 et seq.)

12. The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of 34 CFR Part 82.
13. The LEA has complied with the certification requirements under 34 CFR Part 84 regarding debarment, suspension and other requirements for a drug-free workplace. (34 CFR Part 84)
14. The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846, PL 114-95, §8306(a)(7); 20 USC §6318; PL 114-95, §1116(b)(4))
15. The LEA will provide the certification on constitutionally protected prayer. (20 USC §7904; PL 114-95, §8524(b))
16. The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320; PL 114-95, §1117(d)(1))
17. The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846; PL 114-95, §8306(a)(3)(A-B))
18. The LEA will participate in the California Assessment of Student Performance and Progress. (EC §60640, et seq.)
19. The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (EC §45344(a))
20. The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of EC Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (EC §§11502, 11504)
21. Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (5 CCR §3942)
22. The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (United States Constitution, Fourteenth Amendment; California Constitution, Article 1, §7; California Government Code §§11135-11138; 42 USC §2000d; 5 CCR, §3934)
23. Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (EC §62002; 5 CCR, §§3944, 3946)
24. At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (EC §63001; 5 CCR, §3944(a)(b))
25. State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (EC §48438)
26. Programs and services are and will be in compliance with Section 8355 of the California *Government Code* and the Drug-Free Workplace Act of 1988, and implemented at CFR Part 84, Subpart F, for grantees, as

defined at 34 CFR Part 84, Sections 84.105 and 84.110.

27. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging while Driving," October 1, 2009.
28. The Federal grant sub recipient has complied with the Federal Funding Accountability and Transparency Act, as defined in 2 CFR Part 25 (PL 109-282; PL 110-252) regarding the establishment of a Data Universal Numbering System (DUNS) number and maintaining a current/active registration in the System for Award Management .

Questions: Education Data Office | conappsupport@cde.ca.gov | 916-319-0297

Last Reviewed: Friday, June 15, 2018

Section 14: Legal Assurances & Certifications

Inventory List

Equipment



MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

LENNIE TATE, EXECUTIVE DIRECTOR, EDUCATIONAL SERVICES
1919 B STREET, MARYSVILLE, CA 95901 (530) 749-6159 FAX (530) 741-7893

The District has not purchased equipment or data devices with Migrant funds.

Sincerely,

A handwritten signature in dark ink, appearing to be "LT" or "L. Tate", written over a horizontal line.

Lennie Tate

Section 14: Legal Assurances & Certifications

Job Duty Statements

Para Educator

PARA-EDUCATOR

JOB SUMMARY: Under supervision, to assist teachers in maintaining routine clerical records along with guiding student activities involving games, sports, arts and crafts, and various recreational programs. Assist in supervising other routine matters as assigned and to assist teacher in maintaining discipline.

ESSENTIAL FUNCTIONS: (include but not limited to):

1. Maintains clerical records involving schedules, student names, program activities and bulletins.
2. Arranges supplies and materials in classroom for student use.
3. Assists children in the preparation of drawing and cutouts.
4. Assists in the preparation of graphic and audio-visual materials and equipment.
5. Assists in organizing and directing games and recreational activities both in the classroom and on the playground.
6. Takes students to school office or nurse's office when directed.
7. Assists in maintaining discipline at all times.
8. Assists in grading papers.
9. Performs other related work as assigned.

EMPLOYMENT STANDARDS:

Required:

1. High school diploma and
2. AA Degree or
3. 48 units in college credit or
4. Pass the Adult Education Proficiency Test

Knowledge of:

1. Correct English usage, spelling, grammar, and punctuation.

2. General office procedures and practices with the understanding of the importance of using them properly in the day-to-day operation.
3. Children's recreational activities involving sports, games, arts and crafts.

Ability to:

1. Compile and maintain accurate clerical records and reports as directed, in a concise, clear manner.
2. Organize and supervise children in games, play, or group activities.
3. Speak and write effectively.
4. Operate common office machines and equipment effectively, including the computer or typewriter with a speed of at least 45 WPM.
5. Establish and maintain cooperative and effective working relationships with fellow employees, students, and adults.
6. Understand and carry out oral and written instructions.

Section 14: Legal Assurances & Certifications

Job Duty Statements

Bilingual Support Specialist

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT
BILINGUAL DISTRICT SUPPORT SPECIALIST

JOB SUMMARY:

Under general supervision, serve as a communication link in providing primary language assistance between the District and the community; perform clerical support duties and community contact work. Employee in this classification must be able to communicate effectively in English and a second language, as designated in the position posting.

MAJOR DUTIES AND RESPONSIBILITIES (include but not limited to):

Assist parents, staff and students regarding student enrollment, intra-district, inter-district and open enrollment process.

1. Complete reports and compile statistical information.
2. Assist with School Site Council (SSC) and District Advisory Committee (DAC) meetings.
3. Organize materials, forms, resources, etc. for parents.
4. Work with parents and staff on opportunities to build home-school partnerships to ensure the student's success.
5. Coordinate and facilitate school and community volunteers; recruit and assist parents with volunteer opportunities at the school sites.
6. Type letters, reports, and other materials.
7. Maintain manual and automated files and records.
8. Participate in community collaborative partnership meetings.
9. Communicate data and information regarding the District to parents and the community.
10. Receive and respond to inquiries from either office visitors or telephone contacts; resolve conflicts.
11. May participate or attend evening and/or weekend meetings and school related activities.
12. Other related and assigned work as required.

EMPLOYMENT STANDARDS:

Knowledge of:

1. District organization, operations, policies and objectives
2. Modern office methods and equipment, computers and application software
3. Correct English usage, spelling, grammar, punctuation and mathematical concepts
4. Automated record storage, retrieval and management systems
5. Programs available at school sites

Ability to:

1. Learn, interpret and apply policies, rules and regulations and operational procedures
2. Speak, read and write English as well as the ability to speak, read, write and translate a designated second language
3. Organize and perform clerical work
4. Establish and maintain cooperative and effective working relationships
5. Understand and carry out oral and written directions
6. Communicate both orally and in writing in a clear and concise manner
7. Work with discretion and in confidence with student and District information
8. Work independently and as a team member, with minimal oversight
9. Work with (and diffuse) issues resulting in dissatisfied individuals

EXPERIENCE (Desired):

Paid or volunteer experience working with parent and/or community groups and the school/District is required.

EDUCATION:

1. High School Diploma or equivalent is required
2. College graduate preferred

OTHER REQUIREMENTS:

1. Possession of a valid California driver's license and proof of insurance
2. Personal and reliable transportation for job-related travel to and from sites

WORKING CONDITIONS:

Environment:

The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. This position will be an office and/or school site environment.

Physical Abilities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The employee must be able to:

1. Lift, carry, push and/or pull items with a strength factor of light work.
2. Hear and speak to exchange information in person and on the telephone.
3. See to read a variety of materials.
4. Possess dexterity of hands and fingers to operate equipment.
5. Stand and walk.
6. Bend at the waist, kneel or crouch.
7. Sit or stand for extended periods of time.
8. Climb a step stool/ladder and reach above shoulders.

Board approved: 7/22/2014

Section 14: Legal Assurances & Certifications

Job Duty Statements

Bus Driver

SCHOOL BUS DRIVER

JOB SUMMARY: Under the direction of the Transportation Supervisor, operates a school bus to designated locations to transport students, including those who are mentally or physically disabled, in wheel chairs, or otherwise require special help, and performs other related duties as assigned.

ESSENTIAL FUNCTIONS (include but not limited to):

1. Controls loading and unloading of bus to insure safety of passengers.
2. Maintains good order and administers proper discipline of all passengers while on the bus and at bus stops.
 - a. Follows district policies regarding disciplining of children and contact with parents and other citizens.
3. Transports children, teachers, and other authorized staff members and personnel on field, athletic, and other trips as directed.
 - a. Assists in choosing the best route, if requested, to make the trip commensurate with good safety factors as well as time and distance factors. Changing the selected route may be made only if safety factors deem it necessary.
 - b. Decides when and how often the bus stops, including stops at points of interest, within bounds set by the Board of Trustees, California Education Code, and other traffic regulations.
 - c. Adheres to departure and arrival time as scheduled.
 - d. Maintains a continual vigilance on the mechanical condition of the bus.
4. Assists in maintaining the bus in good operational order by inspecting daily the windshield, lights, horn, and other equipment including the brakes and emergency exits for any operational defects.
 - a. Reports all deficiencies to the Dispatcher.

- b. Makes minor repairs or adjustments on trips if needed.
- 5. Cleans interior and exterior of bus at times specified by Supervisor.
- 6. Keeps records and reports as required.
- 7. Does other related work as required and assigned.

EMPLOYMENT STANDARDS:

Required:

- 1. Valid Class II California driver's license, either a Standard Red Cross First Aid Certificate or passage of California Highway Patrol First Aid Test, C.P.R. Certificate, and a State of California Special Driver Certificate to operate a school bus.
- 2. One year recent experience in the operation of a motor vehicle sufficient to qualify one to drive a school bus.
- 3. Equivalent to graduation from high school.

Desirable:

Knowledge of:

- 1. Safe driving practices.
- 2. Provisions of the California Motor Vehicle Code and the California Education Code applicable to the operation of vehicles in the transportation of school children.
- 3. Local traffic laws and regulations.
- 4. Geography of the school district.

Ability to:

- 1. Drive and operate a passenger bus and other automotive equipment safely and efficiently.
- 2. Maintain buses in a clean and serviceable condition.
- 3. Establish rapport with students, parents, and other staff members.

4. Understand and obey all provisions of the California Education Code and California Motor Vehicle Code applicable to the operation of school buses.
5. Understand and follow oral and written directions in all matters, including the preparation of records and reports.
6. Use tact in dealing with students, parents, staff, and general public.
7. Physical ability to perform the above listed essential functions with or without reasonable accommodation.

Board Approved
6-17-97

Section 14: Legal Assurances & Certifications

Job Duty Statements

Teacher

CLASS SPECIFICATIONS

TEACHER, DEPARTMENTALIZED AND TEAM TEACHING PROGRAMS

General Purpose of the Class:

The general purpose of the class is achievement of learning objectives for pupils through a departmentalized plan of organization for instruction. These objectives will have been mutually determined in consultation with the building principal or designee, or both, relative to the common learning needs of the age level group or class, and the remedial and special interest learning needs of the individual pupils. The learning objectives shall include the cognitive, affective (attitudes, interests, and values), and (where applicable) psychomotor skill categories.

Major Duties and Responsibilities:

1. Teaching the performance skills, knowledge content, and concepts involved in one or more subject matter and/or activities areas prescribed by the district course of study.
2. Instructing pupils in citizenship, communication skills, and other topics specified in state law and regulations of the school district for application to every classroom.
3. Providing carefully planned learning experiences in order to motivate pupils and best utilize the available time for instruction.
4. Developing lesson plans and materials for individual and small group instruction which reflect adapting the curriculum to pupil differences in learning, developmental or readiness levels, special talents and interests and special needs.
5. Establishing classroom procedures and behavioral controls which will give direction to pupil achievement of standards of behavior necessary for a productive learning atmosphere in the classroom.
6. Evaluating pupils' academic (cognitive) and social (affective) growth, keeping appropriate records, preparing progress reports, and communicating with parents on pupil progress in accordance with district policy and approved individual school variations.
7. Identifying pupil needs and cooperating with other professional staff members in assessing and helping pupils solve health, attitude and learning problems.
8. Creating with assistance from pupils an attractive, productive environment for learning utilizing interest centers, displays, bulletin boards, audio visual aids, etc.
9. Maintaining professional competence through active and constructive participation in inservice education activities provided by the district and/or college or university professional growth activities.
10. Performing basic attendance accounting and other business activities as required.
11. Developing with the principal or his designee the learning objectives and teachers performance characteristics by which the teacher will be evaluated.
12. Providing group and individual guidance.
13. (Optional) Working with other teachers in a team approach to instruction.
14. (Optional) Investigating and trying desirable innovations in instruction and learning.

Teacher, Departmentalized and Team Teaching Programs

Related Duties and Responsibilities:

1. Selecting and requisitioning books, instructional aids and supplies; maintaining required inventory records.
2. Insuring adequate heating, lighting and ventilation to the extent possible.
3. ~~Supervising pupils in out-of-classroom activities during the assigned working day.~~
4. Administering group standardized tests in accordance with the district testing program.
5. Participating in curriculum and other developmental programs within the school of assignment and/or on a district level.
6. Sharing in the sponsorship and supervision of pupil activities and participating in faculty committees.
7. Planning and coordinating the work of aides, teacher assistants, or other paraprofessionals.

Supervision Exercised or Received: Under the immediate direction of the principal or designee.

Minimum Qualifications:

1. Credential: Possession of a valid California teaching credential for the level taught.
2. Education: Bachelor's degree, including all courses needed to meet credential requirements.
3. Experience: Student teaching (8 semester hours or 180 clock hours) or two years of full-time paid classroom teaching experience. Better than average recommendations from qualified supervisors.

Desirable Personal Qualities: "Attractive," good grooming; friendly, outgoing, thoughtful, alert, patient and understanding; organized yet flexible; able to establish rapport and "communicate" with pupils, other staff members, and parents characterized by the use of appropriate language and behavior, setting a desirable model for pupils.

Section 14: Legal Assurances & Certifications

Organizational Chart

Organizational Chart

Organizational Chart

Object Code	Description
1100 Teachers	2 Teachers
2100 Instructional Aides	2 Paraprofessionals
2200 Support Services Salaries	1 Bilingual Support Specialist
2900 Other Classified Salaries	1 Bus Driver

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2018-2019

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Business Services Department
Approval: *[Signature]*
Date: *4/12/19*

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Marysville Joint Unified School District

Contract Year 2018-2019

X Nonpublic School
 Nonpublic Agency

Type of Contract:

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

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

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

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

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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 Marconi

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 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 Marconi (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.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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, 2018. 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(g).
- 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 (r)).
- 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(l).
- f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with

the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

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

15. INSURANCE

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

PART I

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

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

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

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

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

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

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

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

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

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

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-

insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP

team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

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

23. INSTRUCTIONAL MINUTES

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

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

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

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

24. CLASS SIZE

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

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

25. CALENDARS

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

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

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

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the 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

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

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

32. IEP TEAM MEETINGS

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

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

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil

in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

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

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

40. PARENT ACCESS

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

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

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

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

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

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

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, *et seq.*; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 *et seq.*, Cal. Code Regs., Title 2, section 60100 *et seq.*

regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

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

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

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

46. STAFF QUALIFICATIONS

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

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

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

48. STAFF ABSENCE

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

circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

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

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

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

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

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the

administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA

Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 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 or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

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

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

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

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

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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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 4th day of April, 2019 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided herein.

CONTRACTOR

Sierra School at Marconi

LEA

Marysville Joint Unified School District

Nonpublic School/Agency

LEA Name

By:  4/10/2019
Signature Date

By: _____
Signature Date

Andrea Vargas, President Schools Group

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title Courtney Galli			Name and Title Jessica Guth, Director of Program Services		
Nonpublic School/Agency/Related Service Provider Sierra School at Marconi			LEA Marysville Joint Unified School District		
Address 4049 Marconi Avenue			Address 1919 B Street		
City Sacramento	State CA	Zip 95821	City Marysville	State CA	Zip 95901
Phone (916) 930-6189		Fax	Phone (530) 749-6171		Fax (530) 741-7850
Email courtney.galli@catapultlearning.com			Email jguth@mjustd.com		

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

Name and Title

Address

City State Zip

Phone Fax

Email

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EXHIBIT A: 2018-2019 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Sierra School at Marconi

The CONTRACTOR CDS NUMBER: 34-67447-6157473

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

Maximum Contract Amount: 150.22/day

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: _____

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>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>\$120.00</u>	<u>hour</u>
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	<u>\$65.00</u>	<u>hour</u>
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	<u>\$65.00</u>	<u>hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

<u>Specialized Vision Services (725)</u>	<u></u>	<u></u>
<u>Orientation and Mobility (730)</u>	<u></u>	<u></u>
<u>Specialized Orthopedic Services (740)</u>	<u></u>	<u></u>
<u>Reader Services (745)</u>	<u></u>	<u></u>
<u>Transcription Services (755)</u>	<u></u>	<u></u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u></u>	<u></u>
<u>College Awareness (820)</u>	<u></u>	<u></u>
<u>Work Experience Education (850)</u>	<u></u>	<u></u>
<u>Job Coaching (855)</u>	<u></u>	<u></u>
<u>Mentoring (860)</u>	<u></u>	<u></u>
<u>Travel Training (870)</u>	<u></u>	<u></u>
<u>Other Transition Services (890)</u>	<u></u>	<u></u>
<u>Other (900) B.E.S.T. Model</u>	<u>\$30.00</u>	<u>daily</u>
<u>Other (900)</u>	<u></u>	<u></u>

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 04/02/19 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 Joint Unified School District Nonpublic School Sierra School at Marconi

LEA Case Manager: Name Adam Pitts/Jessie Guth Phone Number 530-749-6171

Pupil Name _____ Sex: ☒ M ☐ F Grade: 10th
(Last) (First) (M.I.)

Address _____ City Marysville State/Zip _____

DOB 3 Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

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

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

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
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: 150.22

Estimated Number of Days 55 x Daily Rate 150.22 = PROJECTED BASIC EDUCATION COSTS \$ 8262.10

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 (436)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (460)							
Physical Therapy (460)							
Individual Counseling (510)		X		30 min 1x/week	\$85/hour	9	\$292.50
Counseling and guidance (515)		X		30 min 1x/week	Included	-	-
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 Services (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (765)							
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 (880)							
Other (900)							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \$292.50

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS\$ \$ 8554.60

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON July 17, 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-

Sierra School at Marconi

(Name of Nonpublic School/Agency)

Courtney Galli

(Signature)

4/2/19

(Date)

Courtney Galli, Director

(Name and Title)

-LEA/SELPA-

Marysville Joint Unified School District

(Name of LEA/SELPA)

(Signature)

(Date)

(Name of Superintendent or Authorized Designee)

Includes Purchase Orders dated 03/01/2019 - 04/01/2019

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Abe Lincoln (50)				
P19-03046	AMAZON.COM	MIS Graduation	01-4300-1100	576.97
Location Accounting/Payroll (103)				
P19-03243	ULINE.COM	Maintenance/Business Services/JP	01-4300-0000	361.56
Location After School Program (107)				
P19-03001	LAKESHORE LEARNING MATERIALS	STARS OFFICE	01-4300-6010	13,752.56
P19-03018	S & S WORLDWIDE	STARS/ASES Sarena	01-4300-6010	138.00
P19-03070	S & S WORLDWIDE	STARS/ Nilsa	01-4300-6010	211.43
P19-03085	SUTTER BUTTES COMMUNICATIONS	Radio Repair/ Kynoch/Olivehurst	01-4300-6010	74.54
			01-5641-6010	65.00
P19-03095	NWN CORPORATION	OfficeJet Printer	01-4300-9010	171.02
P19-03134	SCHOLASTIC LIBRARY PUBLISHING	STARS Office Rm. 205	01-4300-6010	1,054.97
P19-03145	AMAZON.COM	STARS Office	01-4300-6010	175.30
P19-03150	S & S WORLDWIDE	STARS / Jaelyn	01-4300-6010	491.97
P19-03185	SUTTER BUTTES COMMUNICATIONS	Room 205	01-4300-6010	16,519.75
P19-03188	NORTH VALLEY BARRICADE & SAFET	Signs to be posted at Yuba Gardens	01-4300-6010	108.25
P19-03201	VERIZON WIRELESS	Samsung Galaxy Note 9 Cordua Stars 530-682-9411	01-4410-6010	623.07
P19-03206	DELANEY EDUCATIONAL ENTERPRISE	STARS COV BOOK ORDER	01-4300-6010	350.55
P19-03294	B & H PHOTO	Classroom Equipment	01-4300-6010	21,903.85
Total Location				55,640.26
Location Arboga Elementary (01)				
P19-02986	AMAZON.COM	Classroom Supplies/MANION Rm 8	01-4300-0003	106.70
P19-03011	READ NATURALLY	WIN Enrichment/HANSEN Rm 4	01-5801-3010	178.61
P19-03037	SCHOOL SPECIALTY	Task Chairs	01-4300-0004	1,144.88
			01-4300-1100	247.22
P19-03057	AMAZON.COM	Student Support/Classroom/NELSON	01-4300-1100	120.04
P19-03080	Evolution Labs	Student Curriculum/VETTE	01-5801-3010	974.25
P19-03114	WOODWIND AND BRASSWIND	Music Order/WISEMAN	01-4300-0004	563.44
P19-03125	GoGuardian	GoGuardian Teachers/VETTE	01-5801-3010	702.11

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Arboga Elementary (01) (continued)				
P19-03195	TOLEDO PHYSICAL ED SUPPLY	Student PE Equipment/GRIFFIN	01-4300-1100	177.47
P19-03199	Learning by Design, LLC	Maria Nielsen/LEARNING by DESIGN	01-5801-3010	5,000.00
			Total Location	9,214.72
Location Browns Valley Elementary (03)				
P19-02972	AMAZON.COM	Aver USB Cable 3.0	01-4300-0003	6.42
P19-03003	TFD Unlimited, LLC	Testing supplies	01-4300-1100	65.49
P19-03016	AMAZON.COM	SpEd supplies	01-4300-6500	53.59
P19-03083	AMAZON.COM	SpEd supplies	01-4300-6500	185.41
P19-03087	PLACER CO OFFICE OF EDUCATION	PBIS Tier 1 Booster	01-5890-1100	500.00
P19-03115	AMAZON.COM	classroom supplies	01-4300-1100	39.85
P19-03168	CDW-G COMPUTER CENTER	Desktop Chromebook Chargers	01-4300-9010	1,107.85
P19-03203	AMAZON.COM	PBIS incentives	01-4300-9010	392.33
P19-03218	AMAZON.COM	Curriculum support supplies	01-4300-0004	147.05
			Total Location	2,497.99
Location Categorical (203)				
P19-03285	CDW-G COMPUTER CENTER	Monitor	01-4300-0003	131.31
			01-4300-3010	131.30
			Total Location	262.61
Location Cedar Lane Elementary (05)				
P19-02996	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Keenan	01-4300-0003	34.62
P19-03063	WOODWIND AND BRASSWIND	Music	01-4300-0004	1,705.75
P19-03139	VSC Inc.	Office	01-4300-0003	49.71
P19-03296	APPLE COMPUTER INC	iPads 128GB	01-4300-0003	9,850.34
			Total Location	11,640.42
Location Charter Academy For Fine Arts (42)				
P19-02982	HOUGHTON MIFFLIN/MCDOUGAL	Books - Spanish	09-4100-0004	5,512.34
			09-4100-7338	5,800.00
P19-02999	BALFOUR	Graduation Supplies	09-4300-1100	1,158.71
P19-03000	Herff Jones of Northern CA	Supplies - Graduation	09-4300-0000	525.01
P19-03006	VISTA HIGHER LEARNER	Supplies - Spanish	09-4100-0004	4,126.58

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Location Charter Academy For Fine Arts (42) (continued)				
P19-03009	PSAT/NMSQT	Test Fees	09-4300-0000	528.00
P19-03022	AMAZON.COM	Supplies - Drama	09-4410-0004	508.72
P19-03059	Jones School Supply Co., Inc.	Graduation Supplies	09-4300-1100	107.55
P19-03076	DALE R. FOX	Piano Tuning	09-5801-0004	640.00
P19-03120	AMAZON.COM	Supplies-AP Music Theory	09-4300-1100	64.18
P19-03121	AMAZON.COM	Supplies - Science	09-4300-1100	54.71
P19-03136	Herff Jones of Northern CA	Supplies - Graduation	09-4300-0000	139.12
P19-03138	CAROLINA BIOLOGICAL SUPPLY CO	Supplies - Science	09-4300-0000	47.26
P19-03193	AMAZON.COM	Supplies - Photo	09-4300-1100	75.72
P19-03219	DICK BLICK COMPANY	Supplies - Art	09-4300-1100	103.03
P19-03244	SACRAMENTO THEATRICAL LIGHTING	Supplies - Showcase	09-5630-0000	345.00
P19-03247	CDW-G COMPUTER CENTER	Toner	09-4300-1100	426.55
P19-03249	Jones School Supply Co., Inc.	Supplies - Graduation	09-4300-0000	11.67
P19-03276	J's Party Rentals & Decor	Chair Rental	09-4300-0004	325.00
P19-03282	ExploreLearning, LLC	Gizmos Renewal	09-5801-0000	2,195.00
P19-03283	Gray Step Software , Inc	ASB License Renewal	09-5801-0000	1,295.00
Total Location				23,989.15

Location Child Development (51)				
P19-02974	AMAZON.COM	EMCC Supplies Carmen Garcia	12-4300-6105	142.33
P19-02975	AMAZON.COM	Kynoch Pre Supplies Carmen Mota	12-4300-6105	113.36
P19-03020	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Kynoch Pre Supplies Carmen Mota	12-4300-6105	270.55
P19-03036	AMAZON.COM	Grumpy Cat book order	12-4300-6105	89.09
P19-03047	AMAZON.COM	Olive Pre Supplies Rm C Heidi Oliver	12-4300-6105	27.05
P19-03092	THREE RIVERS CHAPTER AMERICAN RED CROSS	Teacher CPR/First Aid Training	12-5801-9010	420.00
P19-03112	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Maribel Lakeshore supplies	12-4300-6105	257.58
P19-03119	AMAZON.COM	Yuba Feather Pre Rhonda Lococo	12-4300-6105	68.61
P19-03135	KAPLAN SCHOOL SUPPLY	Yuba Feather Pre Rhonda Lococo	12-4300-6105	182.67
P19-03149	INSECT LORE	Preschool Supplies	12-4300-6105	605.15
P19-03156	KAPLAN SCHOOL SUPPLY	Covillaud Pre Supplies Room C Becky D'Agostini	12-4300-6105	1,026.69
P19-03245	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Lin Pre Supplies	12-4300-6105	273.47

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Child Development (51) (continued)				
P19-03250	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Linda Pre Supplies RM 303 Isabel Martinez	12-4300-6105	247.75
P19-03262	AMAZON.COM	Covillaud Pre Supplies RM C Becky D'Agostini	12-4300-6105	192.79
Total Location				3,917.09

Location Community Day School (54)

P19-03191	Bird's Eye Views	MIS & CDS Maps for classrooms	01-4300-1100	487.13
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Location Cordua Elementary (07)

P19-02991	LEARNING WITHOUT TEARS	Classroom Items - Title 1	01-4300-3010	71.43
P19-03042	SHADD JANITORIAL SUPPLY	Cordua Custodial Supplies	01-4320-0000	200.00
P19-03054	AMAZON.COM	Cordua STEM Kit Items	01-4300-0003	77.75
P19-03133	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Cordua Classroom Items	01-4300-3010	52.76
P19-03143	AMAZON.COM	VGA Cable -Title 1	01-4300-3010	9.73
P19-03204	AMAZON.COM	Library Books	01-4200-3010	139.77
P19-03259	AMAZON.COM	Safety Items	01-4300-1100	155.65
P19-03265	AMAZON.COM	Wireless Mouse	01-4300-3010	29.22
P19-03284	SCHOOL MATE	Planners	01-4300-3010	363.72
Total Location				1,100.03

Location Covillaud Elementary (09)

P19-03023	OFFICE DEPOT B S D	COV Tech - Speakers	01-4300-0003	229.92
P19-03031	NASCO	Tech - Mice	01-4300-0003	411.89
P19-03067	CDW-G COMPUTER CENTER	14" Chromebooks	01-4300-0003	13,995.13
P19-03088	TROXELL COMMUNICATIONS INC	Headphones	01-4300-0003	784.81
P19-03172	CDW-G COMPUTER CENTER	Laptops and PCs	01-4410-0003	10,025.75
P19-03173	TROXELL COMMUNICATIONS INC	30 unit Chromebook Cart and Elmos	01-4410-0003	4,781.40
P19-03194	DOVETAIL LEARNING, INC	COV - SDC Toolbox	01-4300-9010	418.61
P19-03274	TROXELL COMMUNICATIONS INC	30 unit Laptop Carts	01-4410-3010	2,262.43
Total Location				32,909.94

Location Dobbins Elementary (11)

P19-03261	AMAZON.COM	Classroom Supplies	01-4300-1100	43.29
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Location Edgewater Elementary (12)

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Edgewater Elementary (12)				
P19-03005	WEST MUSIC	Music Supplies	01-4300-0004	990.70
P19-03089	APPLE COMPUTER INC	iPad 32gb	01-4300-3010	26,622.07
P19-03090	CDW-G COMPUTER CENTER	Otterbox for iPad	01-4300-3010	4,212.27
P19-03169	TROXELL COMMUNICATIONS INC	30 unit Chromebook/iPad Carts	01-4410-3010	3,393.64
P19-03170	OLIVER WORLDCCLASS LABS	Smartboard (refresh program)	01-4410-0004	1,311.67
Total Location				36,530.35

Location Ella Elementary (13)				
P19-02995	Mystery Science Inc.	Mystery Science Membership	01-5801-0004	499.00
P19-03002	HILLYARD - SACRAMENTO	Janitorial	01-4320-0000	86.50
P19-03094	TROXELL COMMUNICATIONS INC	Short Throw Projectors	01-4410-3010	26,265.78
P19-03103	AMAZON.COM	Riser	01-4300-1100	24.71
P19-03122	Raptor Technologies, LLC	Raptor Renewal	01-5801-1100	135.00
P19-03128	Complete Book and Media Supply	Behavior Books	01-4300-1100	1,725.72
P19-03130	SCHOOL SPECIALTY	Picnic Tables	01-4410-1100	3,933.23
P19-03158	AMAZON.COM	Music Room	01-4300-1100	20.56
P19-03207	Jones School Supply Co., Inc.	Medals	01-4300-3010	322.76
Total Location				33,013.26

Location Facilities (66)				
P19-02979	Jack E. Campbell Inspections	8195-Edgewater Portable Addition	25-6240-0000	69,100.00

Location Foothill Intermediate (35)				
P19-02973	AMAZON.COM	Chromebook Screen	01-4300-3010	46.11
P19-02983	Tim's Music	Alto Sax	01-4410-0004	858.42
P19-03100	P'IAZZ PARTY RENTAL	Chairs-Promotion	01-5630-1100	427.50
P19-03127	SCHOOL SPECIALTY	Task Chair	01-4300-1100	348.02
P19-03175	CDW-G COMPUTER CENTER	Student PC and monitor	01-4410-3010	950.00
P19-03275	SHADY CREEK OUTDOOR SCHOOL SUTTER COUNTY SCHOOLS	Shady Creek-Final Installment	01-5890-9010	9,365.00
Total Location				11,995.05

Location Grounds (65)				
P19-03021	RICHARDS TREE SERVICE	Grounds/Maintenance/MHS	01-5801-8150	16,000.00

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Grounds (65) (continued)				
P19-03117	TWIN CITIES EQUIPMENT RENTAL	Grounds	01-5801-0000	233.70
P19-03227	TWIN CITIES TREE SERVICE	Grounds/Maintenance/Arboga	01-5801-8150	3,900.00
P19-03228	RICHARDS TREE SERVICE	Grounds/Maintenance/Olivehurst Elementary	01-5801-8150	3,700.00
P19-03238	RICHARDS TREE SERVICE	Grounds/Maint/McKenney/Kynoch	01-5801-8150	2,950.00
P19-03239	TWIN CITIES TREE SERVICE	Grounds/Arboga	01-5801-8150	900.00
P19-03258	AMAZON.COM	Grounds/Ciency	01-4300-0000	28.36
Total Location				27,712.06
Location Indian Education (108)				
P19-02985	Charles J. Patalon	H.S. units	01-5801-4510	350.00
P19-02987	ORLIN STEARNS	H.S. Units	01-5801-4510	350.00
P19-02988	Sarah Suzzana Rae Chisholm	H.S. Units	01-5801-4510	350.00
P19-02989	ORLIN STEARNS	H.S. Units	01-5801-4510	175.00
P19-02997	BEN TOILET RENTALS	Native People's History Day	01-5630-4510	515.00
P19-02998	PELTON'S PARTY	Native People's History Day	01-5630-4510	578.00
P19-03109	AMAZON.COM	Cultural classes	01-4300-4510	99.70
Total Location				2,417.70
Location Instruction (IMC) (110)				
P19-03272	OFFICE DEPOT B S D	Office supplies	01-4300-0000	201.58
Location Johnson Park Elementary (15)				
P19-03015	TROXELL COMMUNICATIONS INC	Doc Cams & Headphones	01-4300-0003	712.29
P19-03086	SUTTER BUTTES COMMUNICATIONS	2 Way Radios	01-4300-1100	968.06
P19-03174	AMAZON.COM	Carpet	01-4300-1100	482.10
P19-03229	TROXELL COMMUNICATIONS INC	Smartboard Rails	01-4300-0003	840.02
P19-03230	CDW-G COMPUTER CENTER	Projector Install Items	01-4300-0003	138.08
P19-03295	NWN CORPORATION	HP M402dne Printers	01-4300-0003	176.65
Total Location				3,317.20
Location Kynoch Elementary (17)				
P19-02984	SCHOOL SPECIALTY	Mobile Shelves	01-4300-0004	1,306.97
P19-03081	PSYCHOLOGICAL CORPORATION CUSTOMER CARE DEPARTMEIRM 35 (FOSTER) WIAT		01-4300-6500	166.16

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Kynoch Elementary (17) (continued)				
P19-03123	DOVETAIL LEARNING, INC	ToolBox by Dovetail Training	01-5100-3010	5,210.46
			01-5801-3010	25,000.00
P19-03146	AMAZON.COM	STAFF BOOK	01-4300-0004	58.46
P19-03147	DEMCO	DEMCO LIBRARY SUPPLIES	01-4300-1100	192.36
P19-03171	GOVCONNECTION, INC.	Epsons Lamp for 585W	01-4300-3010	387.30
P19-03176	CDW-G COMPUTER CENTER	Projector Install Items	01-4300-1100	46.03
P19-03187	DOVETAIL LEARNING, INC	DOVE TAIL SUPPLIES. OFFICE / CLASSROOM	01-4300-3010	4,292.65
P19-03211	AMAZON.COM	STAFF BOOK	01-4300-3010	1,107.64
P19-03232	ExploreLearning, LLC	Explore Learning Reflex Software Renewal	01-5801-3010	3,295.00
P19-03268	AMAZON.COM	STAFF BOOK	01-4300-3010	44.66
P19-03291	Mentoring Minds	CCSS Guides	01-4300-3010	8,336.57
Total Location				49,444.26

Location Linda Elementary (19)				
P19-03075	Document Tracking Services	Parent Translation Letter to Farsi	01-5801-3010	67.85
P19-03104	AMAZON.COM	Classroom Novels	01-4300-0004	227.00
P19-03151	RISO PRODUCTS OF SACRAMENTO	Riso Ink/Masters	01-4300-0003	428.09
P19-03155	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Classroom Materials/Soto	01-4300-0003	139.59
P19-03196	SCHOOL SPECIALTY	Library Book Truck	01-4300-0004	338.03
P19-03213	AMAZON.COM	Classroom Supplies/Birch	01-4300-0003	43.61
P19-03215	AMAZON.COM	Earbud/Headphones	01-4300-3010	54.11
P19-03242	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Journals	01-4300-0003	129.38
Total Location				1,427.66

Location Lindhurst High (43)				
P19-02981	KING CLOTHING	Classroom Supplies/PE	01-4300-0000	1,439.73
P19-03007	AMAZON.COM	Classroom Supplies/Sleigh Garcia	01-4300-0004	46.09
P19-03008	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh Garcia	01-4300-0004	507.49
P19-03025	AMAZON.COM	Classroom Supplies/Whitmore	01-4300-0003	154.30
P19-03035	MJB WELDING SUPPLY	Classroom Supplies/Moss	01-4300-0003	1,615.18
P19-03038	WOODWIND AND BRASSWIND	Classroom Supplies/Sleigh Garcia	01-4300-0003	16.45
P19-03039	DICK BLICK COMPANY	Classroom Supplies/McCullough	01-4300-0003	67.52

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Lindhurst High (43) (continued)				
P19-03056	AMAZON.COM	Athletic Supplies/Tennis	01-4300-0000	122.23
P19-03064	WOODWIND AND BRASSWIND	Classroom Supplies/Sleigh Garcia	01-4300-0004	149.82
P19-03068	Athletics Unlimited	Athletic Supplies/Football	01-4300-0000	7,823.00
P19-03069	MJB WELDING SUPPLY	Classroom Supplies/Moss	01-4300-0004	501.94
P19-03071	GRAINGER	Classroom Supplies/McCullough	01-4300-0003	48.82
P19-03099	DICK BLICK COMPANY	Classroom Supplies/Greco	01-4300-0003	459.59
P19-03108	J.W. PEPPER & SON, INC	Classroom Supplies/Sleigh Garcia	01-4300-0004	138.47
P19-03118	AMAZON.COM	Classroom Supplies/Fritzinger	01-4300-0003	198.10
P19-03137	WOODWIND AND BRASSWIND	Classroom Supplies/Sleigh Garcia	01-4300-0004	25.17
P19-03140	AMAZON.COM	Classroom Supplies/Kelly	01-4300-0003	111.90
P19-03159	GLAZIER CLINICS	Athletics/Football	01-5890-0000	499.00
P19-03210	AMAZON.COM	Classroom Supplies/Bradbury	01-4300-0003	19.49
P19-03217	AMAZON.COM	Classroom Supplies/Technology	01-4300-0003	205.01
P19-03240	Western Pacific Mechanical Svc	Ice Machine Repair 3/5/19	01-5641-0000	1,322.12
P19-03246	Ascend Education	Ascend Math	01-5801-3010	550.00
P19-03248	ROCKLER WOODWORKING & HARDWARE	Classroom Supplies/McCullough	01-4300-0003	320.93
P19-03260	AMAZON.COM	Classroom Supplies/Swarm	01-4300-6500	31.34
P19-03277	PLUMAS LAKE GOLF & COUNTRY CLUB	Athletics/Field Use	01-5801-0000	600.00
P19-03292	JSTOR	JSTOR	01-5801-3010	2,040.00
Total Location				19,013.69
Location Loma Rica Elementary (21)				
P19-03004	SCHOOL MATE	Student Planners	01-4300-0003	176.99
P19-03097	SCHOOL SPECIALTY	Task Chair	01-4300-1100	348.02
P19-03205	AMAZON.COM	Technology Supplies	01-4300-0004	69.26
P19-03251	LEARNING WITHOUT TEARS	Keyboarding Program - See Attached Quote	01-4300-3010	1,522.67
P19-03290	MIDAMERICA BOOKS	AR Books	01-4200-9010	157.60
Total Location				2,311.16
Location Maintenance (63)				
P19-03024	AMAZON.COM	Maintenance/Julie	01-4300-8150	36.02

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Location Maintenance (63) (continued)				
P19-03027	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/SLHS Restroom	01-5801-8150	325.00
P19-03028	MIKE'S CRANE SERVICE	Maintenance/Ella	01-5801-8150	350.00
P19-03029	Bill Amarel Trucking, Inc.	Maintenance/LHS	01-5801-8150	230.00
P19-03030	THRIFTY-ROOTER-PUMPING	Maintenance/Trans/MHS Ag	01-5801-8150	150.00
P19-03043	SILICA RESOURCES, INC. SRI-SPECIALTY SAND & GRAVEL	63	01-4300-8150	1,000.00
P19-03045	SCHOOL FIX	Maintenance/T Sampley	01-4300-8150	216.96
P19-03055	AMAZON.COM	Maintenance/D Trower	01-4300-8150	42.21
P19-03060	IDN-Wilco	Maintenance	01-4300-8150	146.05
P19-03061	LENNOX INDUSTRIES, INC.	Maintenance	01-4300-8150	92.15
P19-03065	Lincoln Aquatics	Maintenance/MHS Pool	01-4410-8150	3,792.91
P19-03072	NATIONAL ANALYTICAL LABORATORIES, INC.	Maintenance/LHS	01-5801-8150	465.00
P19-03073	THRIFTY-ROOTER-PUMPING	Maintenance/JP/MHS	01-5801-8150	255.00
P19-03091	Carpet II Inc. DBA Premier Floors	Maintenance/Arboga	14-5642-0000	855.00
P19-03101	HOLT OF CALIFORNIA	Maintenance	01-5641-8150	4,509.11
P19-03102	GOLDEN BEAR ALARMS	Maintenance/Foothill/LHS/DO Wide	01-5801-8150	400.00
P19-03116	AMAZON.COM	Maintenance/MHail/JB	01-4300-8150	72.47
P19-03181	THE UPHOLSTERY SHOP ROGELIO MARTINEZ	Maintenance/MHS Pool	01-5642-8150	250.00
P19-03182	RUSSELL SIGLER, INC.	Maintenance/McKenney Rm #13	14-5642-0000	5,313.99
P19-03200	Pape Machinery Inc.	Maintenance	01-5642-8150	9,720.00
P19-03221	Carpet II Inc. DBA Premier Floors	Maintenance/SLHS	14-5642-0000	1,883.25
P19-03224	Carrier Corporation	Maintenance/McKenney	01-5642-8150	1,010.00
P19-03225	GEORGE ROOFING	Maintenance/Linda Roof skylights	14-5642-0000	3,000.00
P19-03226	GEORGE ROOFING	Maintenance/Ella Elementary	14-5642-0000	600.00
P19-03231	THRIFTY-ROOTER-PUMPING	Maintenance/Yuba Gardens	01-5801-8150	450.00
P19-03235	CAL/OSHA, CA DEPT. OF INDUST. RELATIONS/CASHIER ACCTNG. Business Services/Penalties	Maintenance/MHS	01-5890-0000	560.00
P19-03263	CULLIGAN	Maintenance/MHS	01-5801-8150	148.25
P19-03264	CULLIGAN	Maintenance/LHS	01-5642-8150	150.00
P19-03289	L & H AIRCO	Maintenance/Ella	01-5801-8150	250.00
Total Location				36,273.37

Location **Marysville High (45)**

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Marysville High (45)				
P19-02978	HOME DEPOT	Donald Voltz	01-4300-0003	1,141.96
P19-02993	SCHOOL SAVERS	Calculators	01-4300-0004	527.97
P19-02994	Waxie Sacramento	Viper Pad Replacement	01-4320-0000	167.79
P19-03012	Courthouse Cafe	PD Lunch 2/7	01-4300-0000	85.46
P19-03013	Courthouse Cafe	PD Lunch 2/6	01-4300-0000	106.57
P19-03034	MESCHER DOOR COMPANY	Auto Shop Door	01-5642-0000	130.00
P19-03040	ZYTECH SOLUTIONS, INC.	Wallace Laptop Part	01-4300-3010	33.00
P19-03062	HOME DEPOT	Open PO Home Depot	01-4300-0004	250.00
P19-03066	CONTINENTAL ATHLETIC SUPPLY	Football Helmets	01-5801-0000	4,296.62
P19-03084	AMAZON.COM	Photo Supplies	01-4300-0004	408.65
P19-03096	OFFICE DEPOT B S D	Photo Supplies	01-4300-0004	221.46
P19-03110	BSN SPORTS	Soccer Uniforms	01-4300-0000	7,042.50
P19-03129	Floral Resources Sacramento	Floral Supplies	01-4300-0004	355.53
P19-03141	AMAZON.COM	Wobble Stools	01-4300-3010	297.63
P19-03160	NASCO	Klin Shelves	01-4300-0003	604.47
P19-03178	CALIFORNIA STATE UNIV, CHICO DEPARTMENT OF EDUCATION	Chico State and Butte College Field Day	01-5890-7338	235.00
P19-03179	UC REGENTS	UC Davis Field Day	01-5890-7338	378.00
P19-03208	CIF SAC-JOQUIN SECTION	CIF Section Dues	01-5310-0000	1,052.98
P19-03234	WARDS NATURAL SCIENCE	Science Supplies	01-4300-3010	1,740.71
P19-03266	AMAZON.COM	Coughlin Cables	01-4300-3010	29.62
Total Location				19,105.92
Location McKenney Intermediate (37)				
P19-03014	AMAZON.COM	MALIK	01-4300-1100	48.74
P19-03017	AMAZON.COM	Display Rack	01-4300-1100	36.81
P19-03098	Achievers, Inc.	Promotion Gowns	01-5630-0000	3,622.05
P19-03111	CASCADE ATHLETIC SUPPLY CO.	OFFICE	01-4300-1100	4,465.04
P19-03132	BIZCHAIR.COM	Custom Sideline Chairs	01-4300-1100	8,867.97
P19-03153	AMAZON.COM	FORENSICS	01-4300-1100	21.64
P19-03154	AMAZON.COM	NURSE	01-4300-1100	32.46
P19-03197	AMAZON.COM	OFFICE	01-4300-1100	47.62

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location McKenney Intermediate (37) (continued)				
P19-03212	AMAZON.COM	BAKER	01-4300-1100	90.34
P19-03214	AMAZON.COM	KUYKENDALL	01-4300-1100	43.72
P19-03216	AMAZON.COM	8TH GRADE	01-4300-1100	35.96
P19-03278	PTM Document Systems	PTM Forms	01-4300-1100	669.75
P19-03279	SCHOOL SPECIALTY	Asst. Principal Chair	01-4410-1100	784.81
Total Location				18,766.91
Location Nutrition Services (73)				
P19-02976	STATE OF CALIFORNIA FOOD DIST	Processor Fee for 2018-2019 School Year	13-4712-5310	4,095.23
P19-03032	Fat Cat Scones	Direct Order for Warehouse Inventory	13-4717-5310	1,175.04
P19-03033	JENNIE-O-TURKEY STORE	Direct Order from Warehouse	13-9325-5310	7,905.12
P19-03077	Tasty Brands	Direct Order for Warehouse Inventory	13-9325-5310	8,181.59
P19-03078	LA TAPATIA TORTILLERIA, INC	Direct Order for Warehouse Inventory	13-9325-5310	16,461.84
P19-03105	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	852.00
P19-03106	Individual FoodService	Direct Order for Warehouse Inventory	13-9325-5310	588.57
P19-03107	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9326-5310	2,080.21
P19-03161	The Hillshire Brands Co.	Direct Order for Warehouse Inventory	13-9326-5310	784.70
P19-03162	TYSON FOODS	Direct Order for Warehouse Inventory	13-9326-5310	3,618.15
P19-03163	LAND O'LAKES, INC	Direct Order for Warehouse Inventory	13-9325-5310	14,137.15
P19-03164	STATE OF CALIFORNIA FOOD DISTRIBUTION SECTION	Direct Order for Warehouse Inventory	13-9325-5310	8,690.44
P19-03165	Tek Visions	Commodity Offering E 2019	13-9325-5310	9,189.20
P19-03166	Encore Oils	POS Cart for EDG Kitchen	13-4716-5310	552.90
P19-03202	LA TAPATIA TORTILLERIA, INC	Emergency Grease Trap Pump	13-9325-5310	2,262.90
P19-03253	Crown Distributing	Direct Order for Warehouse Inventory	13-4300-5310	442.81
P19-03254	PILGRIM'S PRIDE CORPORATION	Direct Order for Warehouse Inventory	13-5641-5310	375.00
P19-03255	J M SMUCKERS	Direct Order for Warehouse Inventory	13-9325-5310	213.00
P19-03256	Sysco Sacramento, Inc.	Direct Order for Warehouse Inventory	13-9325-5310	1,160.33
		Direct Order for Warehouse Inventory	13-9325-5310	9,085.44
		Direct Order for Warehouse Inventory	13-9325-5310	7,867.34
		Direct Order for Warehouse Inventory	13-9325-5310	463.39
		Direct Order for Warehouse Inventory	13-9326-5310	3,979.96

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Nutrition Services (73) (continued)				
P19-03287	BUENA VISTA FOOD PRODUCTS	Direct Order for Warehouse Inventory	13-9325-5310	10,800.00
P19-03288	DANIELSEN COMPANY	Direct Order for Warehouse Inventory	13-9325-5310	56.84
Total Location				115,019.15
Location Olivehurst Elementary (25)				
P19-02452	LEARNING A-Z	Learning A-Z	01-5801-0003	1,999.00
P19-02980	SPELLING CITY	Spelling City	01-5801-0003	1,083.75
P19-03053	AMAZON.COM	Computer Ink	01-4300-0003	1,633.18
P19-03233	SCHOLASTIC	Library Order	01-4200-0003	841.67
Total Location				5,557.60
Location Personnel (113)				
P19-03183	MAR-KEY LOCK & SECURITY	Keys	01-4300-0000	177.89
Location Print Shop (67)				
P19-03177	CDW-G COMPUTER CENTER	Computer Upgrade Items	01-4300-0000	93.48
P19-03209	Neopost USA Inc.	Memjet Printer Maintenance	01-5621-0000	1,743.84
P19-03237	CFS Products, Inc.	Report Covers	01-4300-0000	103.86
Total Location				1,941.18
Location Pupil Services (202)				
P19-02990	Enabling Solutions	Enabling Solutions - LHS	01-5801-6500	1,365.00
P19-03010	StarSmilez	Dental Van - Toothbrushes	01-4300-9014	780.42
P19-03019	AMAZON.COM	Books for Para Ed Training	01-4300-5640	1,209.00
P19-03079	APPLE COMPUTER INC	iPad 32gb	01-4300-0000	328.67
P19-03180	THERAPY SHOPPE, INC	OT Supplies	01-4300-6500	143.78
P19-03222	LAKESHORE LEARNING MATERIALS ATTN: JON BELL	Speech Order for Amber White	01-4300-6500	48.69
P19-03223	PRO-ED	Speech - Nicole Masters	01-4300-6500	80.11
P19-03241	Pearson Clinical Order Dept.	Test materials Loma Rica	01-4300-6500	195.41
P19-03257	AMAZON.COM	Supplies for Rachel Stevenson ELLA SPED	01-4300-0000	101.72
P19-03270	THE TREE HOUSE	Toner for Miranda Clayton	01-4300-0000	389.05
Total Location				4,641.85
Location South Lindhurst (47)				
P19-03044	AMAZON.COM	Smith's room	01-4300-1100	142.57

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location South Lindhurst (47) (continued)				
P19-03220	J's Party Rentals & Decor	Chair Rental	01-5630-1100	345.00
P19-03252	AMAZON.COM	Lockdown	01-4300-1100	624.82
P19-03293	OFFICE DEPOT B S D	Teacher Chair	01-4300-1100	337.30
Total Location				1,449.69
Location Student Discipline/Attendance (109)				
P19-03082	Panera Bread Company	lunch for Active Shooter training volunteers	01-4300-0000	397.90
P19-03093	TSPdj	Speaker System Rental	01-5630-0000	490.00
P19-03280	CDW-G COMPUTER CENTER	Admin CPU & Monitor	01-4410-0000	1,410.06
P19-03281	Dora Dome Law Offices	Dora Dome-Review and edit of disc. sheet	01-5801-0000	140.73
Total Location				2,438.69
Location Technology (102)				
P19-03026	AMAZON.COM	Chromebook Case	01-4300-0000	14.71
P19-03041	VERIZON WIRELESS	Samsung Note 9 Jose Nazarin 530-788-8451	01-4410-0000	582.49
P19-03052	AMAZON.COM	Supplies for Jose	01-4300-0000	184.78
P19-03058	AMAZON.COM	Tech Install Items for Ramon	01-4300-0000	300.69
P19-03152	AMAZON.COM	Office Supplies	01-4300-0000	74.24
P19-03167	CDW-G COMPUTER CENTER	Admin CPU - Bryan	01-4410-0000	1,147.45
P19-03186	TEC-COM	MHS AC Cabling	01-5801-0000	915.00
P19-03192	AMAZON.COM	Office Supplies	01-4300-0000	97.37
P19-03267	AMAZON.COM	Laptop Chargers & Speakers	01-4300-0000	100.07
P19-03269	AMAZON.COM	Pencils for Ramon	01-4300-0000	21.99
Total Location				3,438.79
Location Transportation (69)				
P19-03074	SURPLUS CITY	TRANSPORTATION/SUPPLIES	01-4300-0230	69.71
P19-03131	DEPARTMENT OF MOTOR VEHICLES Mail Support Services, MS A1:2019 California Vehicle Code		01-4300-0230	21.83
P19-03142	AMAZON.COM	Bus Wash	01-4300-0230	437.14
P19-03236	MARIN PAINTING	Repairs on Bus 99	01-5641-0230	2,995.86
P19-03273	A-Z BUS SALES INC	TRANSPORTATION / BUSES	01-6400-0230	166,917.64
P19-03286	AMERICAN RED CROSS C/O TELETECH	CPR TRAINING & CERTIFICATION	01-5801-0240	450.00
Total Location				170,892.18

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PO Number	Vendor Name	Description	Fund-Obj-Resource	Account Amount
Location Warehouse (71)				
P19-03048	HILLYARD - SACRAMENTO	Warehouse Stock 2018-19 S.Y.	01-9320-0000	8,407.69
P19-03049	J.C. NELSON SUPPLY COMPANY	WHS Stock 18-19 SY	01-9320-0000	127.74
P19-03050	SOUTHWEST SCHOOL & OFFICE SUPPLY	Whs Stock 18/19	01-9320-0000	1,272.41
P19-03051	US GAMES	WHS Stock 18-19 SY	01-9320-0000	402.84
P19-03271	THE TREE HOUSE	Toner	01-4300-0000	264.28
Total Location				10,474.96
Location Yuba Feather K-6 (29)				
P19-02970	AMAZON.COM	S.T.E.M. Supplies	01-4300-0003	363.76

Location Yuba Gardens Intermediate (39)				
P19-02971	AMAZON.COM	Toner	01-4300-0003	501.88
P19-03113	FLINN SCIENTIFIC INC	BERRUN/GATES	01-4300-3010	1,592.78
P19-03124	Tim's Music	STEWART/GATES	01-5630-0003	387.90
P19-03126	APPLE COMPUTER INC	iPad and Apple Pencil	01-4410-3010	1,161.11
P19-03144	AMAZON.COM	BRAGG/GATES	01-4300-1100	64.93
P19-03148	ENGINEER SUPPLY	ROE/GATES	01-4300-9010	246.41
P19-03157	AMAZON.COM	MULTI TEACHERS	01-4300-0003	268.44
P19-03184	HOME DEPOT	ROE/GATES	01-4300-9010	258.72
P19-03189	GoGuardian	GoGuardian Subscription	01-5801-3010	1,500.00
P19-03198	PCE Solutions	JONES/GATES	01-4300-6690	545.00
Total Location				6,527.17
Total Number of POs				325
Total				796,194.24

Fund Recap

Fund	Description	PO Count	Amount
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Fund Recap

Fund	Description	PO Count	Amount
01	Gen Fund	264	572,516.61
09	Chtr Schs	20	23,989.15
12	Child Dev	14	3,917.09
13	Cafeteria	21	115,019.15
14	Def Maint	5	11,652.24
25	Cap Fac	1	69,100.00
Total			796,194.24

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PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
P19-00132	35,000.00	01-5801	Gen Fund/Contracts	1,773.20
P19-00135	4,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P19-00138	11,000.00	01-4300	Gen Fund/Mat&Suppli	2,733.28
P19-00142	625.00	01-4300	Gen Fund/Mat&Suppli	491.84
P19-00150	10,000.00	01-4300	Gen Fund/Mat&Suppli	1,499.18
P19-00155	26,500.00	01-4300	Gen Fund/Mat&Suppli	4,330.21
P19-00157	1,000.00	01-4300	Gen Fund/Mat&Suppli	300.00
P19-00159	40,000.00	01-4300	Gen Fund/Mat&Suppli	2,267.93
P19-00181	10,000.00	01-4364	Gen Fund/Tools/Part	5,000.00-
P19-00187	1,500.00	01-4364	Gen Fund/Tools/Part	1,000.00-
P19-00189	6,500.00	01-4364	Gen Fund/Tools/Part	2,000.00
P19-00203	3,500.00	01-4364	Gen Fund/Tools/Part	502.64
P19-00206	600.00	01-4300	Gen Fund/Mat&Suppli	59.82
P19-00212	15,000.00	01-4364	Gen Fund/Tools/Part	5,000.00-
P19-00221	1,500.00	01-5801	Gen Fund/Contracts	500.00
P19-00233	400.00	01-4300	Gen Fund/Mat&Suppli	256.36
P19-00245	700.00	01-5910	Gen Fund/Postage	325.00
P19-00283	13,000.00	01-5641	Gen Fund/Equip Repa	1,120.38
P19-00284	15,000.00	01-4320	Gen Fund/Custod Sup	1,622.32
P19-00343	7,000.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P19-00418	2,450.00	01-5530	Gen Fund/Water & Se	150.00
P19-00439	4,592.00	01-4300	Gen Fund/Mat&Suppli	592.00
P19-00609	3,000.00	01-4300	Gen Fund/Mat&Suppli	989.03
P19-00716	3,000.00	01-4300	Gen Fund/Mat&Suppli	400.00
P19-00768	1,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P19-00769	1,500.00	01-4300	Gen Fund/Mat&Suppli	500.00
P19-00811	1,692.02	01-4300	Gen Fund/Mat&Suppli	357.88-
P19-00845	500.00	01-4300	Gen Fund/Mat&Suppli	227.21
P19-00988	2,500.00	01-4300	Gen Fund/Mat&Suppli	1,000.00
P19-02257	5,365.64	01-4410	Gen Fund/Equip NonC	411.40

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PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
P19-02308	1,073.13	01-4410	Gen Fund/Equip NonC	82.28
P19-02360	20,000.00	01-5801	Gen Fund/Contracts	15,000.00
P19-02788	12,122.80	01-4300	Gen Fund/Mat&Suppli	132.22-
		01-4410	Gen Fund/Equip NonC	1,622.22-
			Total for P19-02788	1,754.44-
P19-02959	99.24	01-4300	Gen Fund/Mat&Suppli	4.87-
			Total PO Changes	28,516.89

Instrument
 Acoustic Guitar
 Alto Saxophone
 Baritone Horn
 Baritone Saxophone
 Bass Clarinet
 Bass Drum
 Bassoon
 Blocks (elementary percussion)
 Bongos (elementary percussion)
 Boomwhackers
 Castanets (elementary)
 Cello
 Chimes
 Clarinet
 Clarinet (plastic, beginner)
 Claves (elementary percussion)
 Cymbals
 Djembe
 Double French Horn
 Eb Clarinet
 Euphonium
 Flute
 Flute (plastic, beginner)
 French Horn
 Glockenspiel
 Keyboard
 Marimba
 Mellophone
 Metallophone
 Oboe
 Piccolo
 Quad Drums
 Rattles (elementary percussion)
 Recorder (Soprano)
 Shakers (elementary percussion)
 Snare Drum
 Sousaphone
 Sticks (elementary percussion)
 String Bass
 Tambourine
 Tenor Drum
 Tenor Saxophone
 Timpani
 Trombone
 Trumpet
 Tuba
 Ukulele
 Vibraphone
 Viola
 Violin
 Xylophone



TWIN CITIES TREE SERVICE

Owner: Anthony French

1282 Stabler Lane, Suite 630-154

Yuba City, CA 95993-2625

(530) 755-1067 cell: (530) 682-6409

Trimming, Topping, Thinning, Shaping & Removals

Licensed • PL & PD Insured • Worker's Compensation • Contractor License # 702790

Contractor's

☐ Invoice
☒ Estimate
26733

Date: 3-15-19 Estimator's Name: Anthony French Est. Start Date: _____ Est. Finish Date: _____

Contract Addendum? Yes ☐ No ☒ Contract Addendum with _____ page(s) shall be incorporated into this original contract.

Change Order? Yes ☐ No ☒ Change Order to reference Original Contractor's Invoice # _____ Dated _____

C U S T O M E R	Name	<u>Elia School</u>		J O B L O C A T I O N	<input type="checkbox"/> Same as 'CUSTOMER' location	
	Address	<u>Olivehurst Ave</u>			Contact Name	<u>Maurice</u>
	City, State & Zip	<u>Olivehurst, CA</u>			Job Address	
	Phone		Cell			
	Email		Phone			Cell <u>682-0621</u>

DESCRIPTION OF WORK	PRICE
A total of 27 trees - (Elms, Sycamores and Ash)	
Completed 30% height and side weight reduction	
Dead wood, thin, and Balance	
cleanup	14,999.00
Prevailing wage apply	
PAID BY: <input type="checkbox"/> CASH <input type="checkbox"/> CC <input type="checkbox"/> CHECK # _____	TOTAL CONTRACT 14,999.00

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

"Customer Responsibility" Fees: If checked, customer must initial to acknowledge responsibility for the following fees that may be required by the city/county in which the work will be performed:

☐ TREE PERMIT ☐ OTHER _____

Authorization to proceed with work - I hereby authorize the herein described work at the listed contract price. By the addition of my signature below, I agree that I have received a copy of this contract and all documents, and that I have read, understand, and agree to the terms listed herein and on the reverse side.

Michael Thompson 3-15-19
 Customer Name - Printed Signature Date
 Asst. Supt. of Business Services
 Waiver of 3-Day Right to Cancel: I acknowledge and hereby waive all rights to cancel this contract within three (3) business days.

Customer Name - Printed Signature Date Estimator Name - Printed Signature Date

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Business Services Department
Approval [Signature]
Date: 3-20-19